This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A25-1442

Larry E. Reed,
Appellant,

vs.

The Highlands of Edinburgh Sixth Association,
Respondent.

Filed April 27, 2026
Affirmed
Jesson, Judge*

Hennepin County District Court
File No. 27-CV-25-3231

DeAundres Wilson, Wilson Law Office, P.A., Minneapolis, Minnesota (for appellant)

Troy A. Poetz, Hilary R. Hannon, RGP Law, Ltd., St. Cloud, Minnesota (for respondent)

Considered and decided by Ede, Presiding Judge; Bentley, Judge; and Jesson, Judge.

NONPRECEDENTIAL OPINION

JESSON, Judge

After respondent The Highlands of Edinburgh Sixth Association (the association) recorded and sought to close on a lien on his property, appellant Larry E. Reed filed a petition under Minnesota Statutes section 514.99 (2024) to have the lien declared invalid. The district court denied his petition. Reed argues that the court erred by (1) limiting its

* Retired judge of the Minnesota Court of Appeals, serving by appointment pursuant to Minn. Const. art. VI, § 10.

analysis under Minnesota Statutes section 514.99 to whether the lien at issue is a nonconsensual common-law lien; (2) determining that the declaration establishing the association is binding on him and sufficient authority to impose a lien; and (3) concluding that the declaration did not expire under Minnesota Statutes section 500.20, subdivision 2a (2024), because it satisfies an exception based on ownership of common property. We affirm.

FACTS

Reed owns real property in Hennepin County with the legal description: Lot 3, Blk 5, The Highlands of Edinburgh (the property). He purchased the property in 1996. The association is an entity established by the Declaration of The Highlands of Edinburgh Sixth Association (the declaration), which was recorded in 1986. In relevant part, the declaration provides that homeowner-members are "subject to" general and special assessments by the association, which the association uses for "maintenance" and other purposes, and that unpaid assessments, together with interest and costs of collection, "become a continuing lien." Because membership in the association is based on ownership of a lot in the subdivision, and the property is located within the subdivision, Reed is a member of the association.

This appeal concerns an assessment lien on the property for which the association recorded a lien statement in June 2024. The association commenced foreclosure proceedings related to the lien in January 2025, and the following month Reed initiated this action to have the lien declared invalid under Minnesota Statutes section 514.99. Reed advanced various arguments: (1) the declaration has been rendered inoperative under the

30-year limitation period established in Minnesota Statutes section 500.20, subdivision 2a; (2) no statute authorizes the association to make assessments and have liens on his property, and therefore the association lacks the authority to do so; (3) even if the declaration allows the association to have assessment liens, it is insufficient to allow the assessments because the association does not hold common property for the benefit of its members; (4) he had insufficient notice of the declaration and therefore cannot be bound by it; and (5) the amount of the lien and the foreclosure process are improper.

The district court declined to decide his fifth argument, reasoning that its role under Minnesota Statutes section 514.99 is to determine if the lien is "nonconsensual." And it rejected all his other arguments. The court determined that the association owns real property for its members in the form of special common areas and that this ownership means the declaration falls within an exception to Minnesota Statutes section 500.20, subdivision 2a, and therefore did not expire by operation of that statute. It also determined that the still-effective declaration authorizes the association to make assessments and have liens, and is sufficient authority for it to do so, and therefore the lien in question is not "nonconsensual" within the meaning of Minnesota Statutes section 514.99. And the court determined that Reed had constructive notice of the declaration. As such, the court denied his petition. Reed requested reconsideration, which the district court denied. The court also struck a summons and complaint and other documents that Reed subsequently filed in this matter.

Reed appeals.

DECISION

I. The district court did not err by limiting its analysis to whether the lien is nonconsensual.

Reed argues that the district court erred by determining that its analysis under Minnesota Statutes section 514.99 is limited to whether the lien is nonconsensual and declining to address his other arguments regarding the amount of the lien and the foreclosure process. Reed's argument requires us to interpret Minnesota Statutes section 514.99. We review questions of statutory interpretation de novo. *Tischer v. Hous. & Redev. Auth. of Cambridge*, 693 N.W.2d 426, 428 (Minn. 2005). "The object of all interpretation and construction of laws is to ascertain and effectuate the intention of the legislature." Minn. Stat. § 645.16 (2024). When the statutory language is clear, we simply apply its plain meaning. *State ex rel. Duncan v. Roy*, 887 N.W.2d 271, 276 (Minn. 2016).

In an action under Minnesota Statutes section 514.99, a person whose property is "subject to a recorded claim of a nonconsensual common law lien, who believes the claim of lien is invalid, may petition the district court" to determine the validity of the lien in an expedited proceeding. Minn. Stat. § 514.99, subd. 3. The plain language of this statute thus permits a person to invoke it only in a specific circumstance—if they have property that is subject to a "nonconsensual common law lien." Consequently, the threshold determination that a district court must make when presented with a petition under Minnesota Statutes section 514.99 is whether the lien in question is a "nonconsensual common law lien." *Id.*

For purposes of Reed's petition, this meant determining whether the lien is "not consented to by the owner of the property affected." *Id.*, subd. 1(c)(2) (defining "nonconsensual common law lien"). The district court did not err by focusing solely on that issue (which we address next) and, after concluding that the lien is consensual under the declaration, declining to address the other matters Reed raised.

II. The district court did not err by determining that the lien is consensual because the declaration is sufficient authority for the association to have liens and is binding on Reed.

Reed argues that the lien is nonconsensual because (1) the association lacks the authority to have liens; and (2) even if the declaration could authorize it to do so, the declaration is not binding on him. We address each argument in turn.

Authority to Impose Liens

Reed contends the association lacks statutory authority to impose liens because it does not own common property and therefore is not a "common interest community" under Minnesota Statutes section 515B.1-103 (2024). But that statute is part of the Minnesota Common Interest Ownership Act (MCIOA), Minnesota Statutes sections 515B.1-101 to 515B.4-118 (2024). The MCIOA generally does *not* apply to planned communities that, like the association, were created before June 1, 1994. Minn. Stat. § 515B.1-102(b)(3). Instead, the association is governed by common law, which recognizes that an association's governing documents "constitute a contract between the association and its individual members." *Harkins v. Grant Park Ass'n*, 972 N.W.2d 381, 388 (Minn. 2022) (quotation omitted). Because the declaration expressly provides for the association to place liens, members who buy property subject to the declaration give contractual consent to the placement of liens.

Reed Bound by Declaration

Reed also argues that he is not bound by the declaration because he did not agree to be bound by it, as required under Minnesota Statutes section 515B.2-101(b). But once again, Reed relies on part of the MCIOA that does not fall within the handful of statutes therein that apply to the association. *See* Minn. Stat. § 515B.1-102(b)(3). Reed does not dispute that the declaration was duly recorded, giving him constructive notice. *See* Minn. Stat. § 507.32 (2024); *MidCountry Bank v. Krueger*, 782 N.W.2d 238, 244-45 (Minn. 2010). As such, he is bound by the declaration's terms.

III. The district court did not err by determining that the declaration did not expire.

Reed further contends that even if a lien could have been consensual under the declaration, the declaration expired under Minnesota Statutes section 500.20, subdivision 2a. This argument requires us to interpret that statute. As noted above, we review questions of statutory interpretation de novo. *Tischer*, 693 N.W.2d at 428. In doing so, we consider the statute as a whole, *id.*, and give its terms their plain and ordinary meaning, which may be found in a dictionary, *Duncan*, 887 N.W.2d at 276-77.

The statute in question states that, except for reentry or repossession rights not at issue here,

> all private covenants, conditions, or restrictions created by which the title or use of real property is affected, cease to be valid and operative 30 years after the date of the deed, or other instrument, or the date of the probate of the will, creating them, and may be disregarded.

Minn. Stat. § 500.20, subd. 2a. It is undisputed, and we agree, that the 40-year-old declaration (particularly its terms permitting the association to have assessment liens) is expired unless it satisfies an exception. The statute lists eight exceptions—types of "covenants, conditions, or restrictions" to which it "does not apply." *Id.* The one pertinent here is for covenants, conditions, or restrictions "that are *created by a declaration* or other instrument *that authorizes and empowers a corporation* of which the qualification for being a stockholder or member is ownership of certain parcels of real estate, *to hold title to common real estate for the benefit of the parcels*." *Id.*, subd. 2a(4) (emphasis added).

Reed argues that the plain language of this exception does not apply to the declaration.[1] He contends the exception pertains to a *covenant* that authorizes or empowers an entity to hold common real estate, not a *declaration* that contains such a covenant. We disagree. The exception plainly says that it is the declaration (or other instrument) "that

[1] Reed also asserts that our decision in *Eagle's Landing Owners Ass'n v. Cleary*, No. A24-0284, 2024 WL 5199475 (Minn. App. Dec. 23, 2024), means "there are no exceptions to the statute." But that nonprecedential opinion is not binding. Minn. R. Civ. App. P. 136.01, subd. 1(c). Nor is it persuasive authority for disregarding the exceptions because we plainly noted both that the statute contains exceptions and that we were not addressing them because the respondent had not argued that they applied. *Eagle's Landing*, 2024 WL 5199475 at *4. That case has no bearing where, as here, a party invokes an exception.

authorizes and empowers a corporation . . . to hold title to common real estate." *Id.* This makes the declaration the focus of the inquiry in determining whether the exception applies.

Reed also contends that, even if the exception focuses on the declaration, it does not save the declaration because the declaration does not grant the association "title to common real estate for the benefit of the parcels."[2] *See id.*, subd. 2a(4). Reed understates the reach of the exception. It does not require that the declaration grant title or even recognize a grant of title. Rather, the exception applies if the declaration simply "authorizes and empowers" the association to hold title to common real estate. *Id.* Given the common meaning of those terms, the declaration needs only *permit* the association to hold common real estate. *See American Heritage Dictionary of the English Language* 120, 585 (5th ed. 2018) (defining "authorize" as to give "authority," "power," or "permission," and defining "empower" as to "invest with power" or "equip or supply with an ability").

To determine whether the declaration permits the association to hold common real estate, we review the declaration itself. As noted above, the declaration is a contract. *Harkins*, 972 N.W.2d at 388. Interpretation of a contract presents a question of law that we review de novo. *Halla Nursery, Inc. v. City of Chanhassen*, 781 N.W.2d 880, 884 (Minn. 2010).

---

[2] Reed also asserts that the association does not actually hold title to common real estate because Minnesota Statutes section 515B.2-101(a)(3) requires a recorded conveyance of a planned community's "common elements" and there is no evidence of any such conveyance to the association. But that statute is part of the MCIOA and not one of the MCIOA's few provisions that apply to the association. Minn. Stat. § 515B.1-102(b)(3); *see also* Minn. Stat. § 515B.2-101(a) (limiting application to "[o]n and after June 1, 1994").

The declaration addresses two types of common real estate: "common areas" and "special common areas." It defines "common area" as "all real property owned by the Association for the common use of the Owners" and states that, "[a]t the present time, there is no Common Area in the property described on Exhibit 'A.'" Exhibit A says: "Blocks 1, 2, 3, 4, 5 and 6, The Highlands of Edinburgh Sixth, Hennepin County, Minnesota." This encompasses the entire development.

The declaration defines "special common areas" as "all real property in which Developer shall have reserved or shall have granted or charged the Association with certain exclusive and/or nonexclusive easements, rights, or obligations all as more fully specified and are described on Exhibit 'B' attached hereto and by this reference incorporated herein for all purposes." Exhibit B identifies as special common areas (1) five "island[s]" in cul-de-sacs or "partial" cul-de-sacs; (2) part of Lot 1, Block 1; and (3) part of Lot 1, Block 5; it also lists various easements. Within these special common areas, the association must perform certain maintenance, including care of fences, berms, and plantings. Consistent with this mandate, the declaration also specifies that "maintenance" is one of the purposes for which the association uses assessment funds.

In light of these provisions, we conclude that the declaration authorizes and empowers the association to hold title to two types of common real estate—both common areas and special common areas—even though it does not actually grant or recognize the grant of title to common areas. But it also grants the association title to common real estate in the form of an unlimited claim of right to several special common areas—the cul-de-sacs and partial lots—and provides the association with funds to maintain that common real estate. As such, the declaration more than satisfies the requirements of the exception in Minnesota Statutes section 500.20, subdivision 2a(4), and it is not expired under the terms of that statute.[3]

Affirmed.

[3] Reed also argues that the declaration expired even without the application of Minnesota Statutes section 500.20, subdivision 2a, because it contains an expiration provision. But he did not present this argument to the district court and, in fact, argued the opposite—that Minnesota Statutes section 500.20, subdivision 2a, superseded the expiration provision. Generally, we consider an argument forfeited for purposes of appeal if a party fails to present it to the district court. *Stone v. Invitation Homes, Inc.*, 4 N.W.3d 489, 494 (Minn. 2024). We see no reason to depart from that practice here.