

CLUB WEST

OFFICIAL PLAT

CITY OF BLAINE
COUNTY OF ANOKA
SEC. 17, TWP. 31, RGE. 23
BK 17 Torns Pg 30

KNOW ALL MEN BY THESE PRESENTS: That Tradition Development, LLC, a Minnesota Limited Liability Company owner and proprietor of the following described property situated in the County of Anoka, State of Minnesota, to wit:

The Northeast Quarter of the Northeast Quarter of Section Seventeen (17), Township Thirty-one (31), Range Twenty-three (23), according to the United States Government Survey thereof.

AND

The West One-Half of the Northeast Quarter (NE 1/4) of Section Seventeen (17), Township Thirty-one (31), Range Twenty-three (23), according to the United States Government Survey thereof.

AND

That part of the West One-Half of the Southeast Quarter of Section Seventeen (17), Township Thirty-one (31), Range Twenty-three (23) lying north of the following described property:
The South 40 acres of the Southeast Quarter of Section Seventeen (17), Township Thirty-one (31), Range Twenty-three (23), according to the United States Government Survey thereof.

AND THAT Centex Homes, a Nevada general partnership, owner and proprietor of the following described property situated in the County of Anoka, State of Minnesota, to wit:

The Southeast Quarter of the Northeast Quarter of Section 17, Township 31, Range 23.

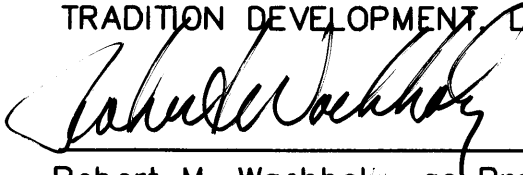
AND

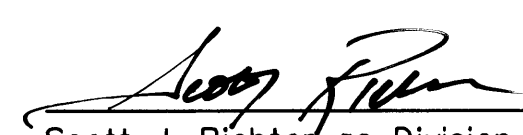
That part of the East One-Half of the Southeast Quarter of Section 17, Township 31, Range 23, lying north of the following described property:
The South 40 acres of the Southeast Quarter of Section 17, Township 31, Range 23.

AND

The South 40 acres of the Southeast Quarter (SE 1/4) of Section Seventeen (17), Township Thirty-one (31), Range Twenty-Three (23), according to the United States Government Survey thereof, EXCEPTING that part now platted as ROSELAND INDUSTRIAL PARK.

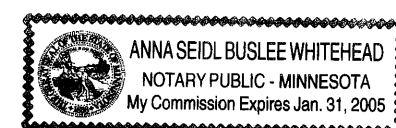
Have caused the same to be surveyed and platted as CLUB WEST and do hereby donate and dedicate to the public for public use forever the avenues, lane, streets, parkway, highway and easements for drainage and utility purposes only. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 12 as designated on this plat. Also dedicating to the State of Minnesota the right of access onto State Trunk Highway No. 65, as designated on this plat. In witness whereof said Tradition Development, LLC, a Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this 15th day of OCTOBER, 2001, and in witness whereof said Centex Homes, a Nevada general partnership, has caused these presents to be signed by its proper officer this 15th day of OCTOBER, 2001.


TRADITION DEVELOPMENT LLC

Robert M. Wachholz as President/Manager

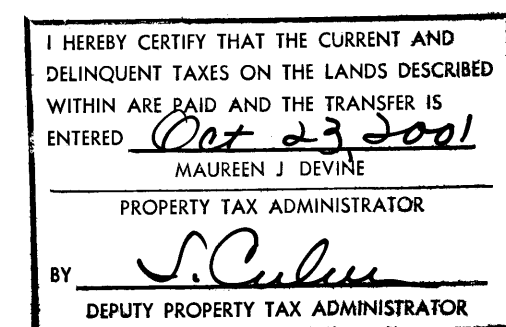
CENTEX HOMES

Scott J. Richter as Division President of CENTEX Real Estate Corporation, a Nevada Corporation, its managing General Partner.

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 15th day of October, 2001 by Robert M. Wachholz as president/manager of Tradition Development, LLC, a Minnesota Limited Liability Company, on behalf of said company.

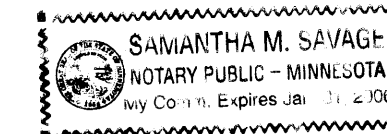


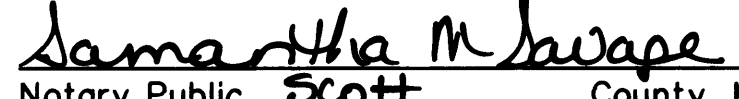

Notary Public, Hennepin County, Minnesota
My Commission Expires January 31, 2005




STATE OF Minnesota
COUNTY OF Scott

The foregoing instrument was acknowledged before me this 16th day of October, 2001 by Scott J. Richter, as Division President of Centex Homes, a Nevada general partnership, on behalf of said partnership.
Centex Real Estate Corporation, a Nevada Corporation, managing General Partner of



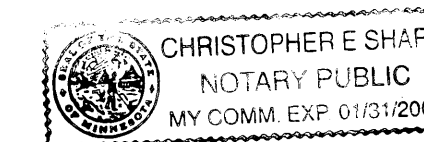

Notary Public, Scott County, Minnesota
My Commission Expires January 31, 2006

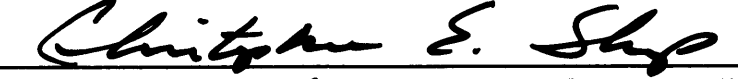
I hereby certify that I have surveyed and platted the property described on this plat as CLUB WEST; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown or will be placed as required by the local governmental unit; that the outside boundary lines are correctly designated on the plat; and that there are no wetlands, in accordance with section 505.02 Subdivision 1, or public highways to be designated other than as shown.


Terrence E. Rothenbacher, Land Surveyor
Minnesota License Number 20595

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this 15th day of October, 2001, by Terrence E. Rothenbacher, Land Surveyor, Minnesota License No. 20595.



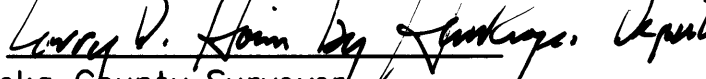

Notary Public, ANOKA County, Minnesota
My Commission Expires January 31, 2005

BLAINE, MINNESOTA

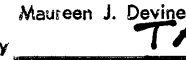
This plat of CLUB WEST was approved and accepted by the City Council of the City of Blaine, Minnesota, at a regular meeting thereof held this 19th day of July, 2001. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes Section 505.03, Section 2.

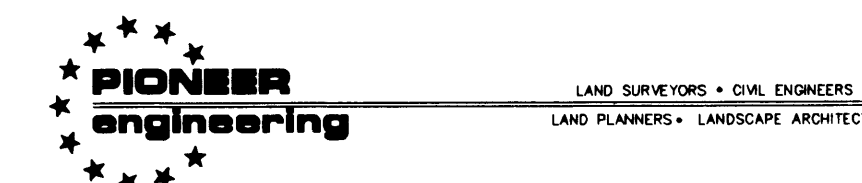
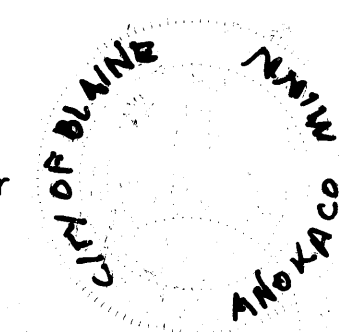
By:  Mayor By:  Clerk

Checked and approved this 23rd day of October, 2001.

By:  Deputy
Anoka County Surveyor

382664

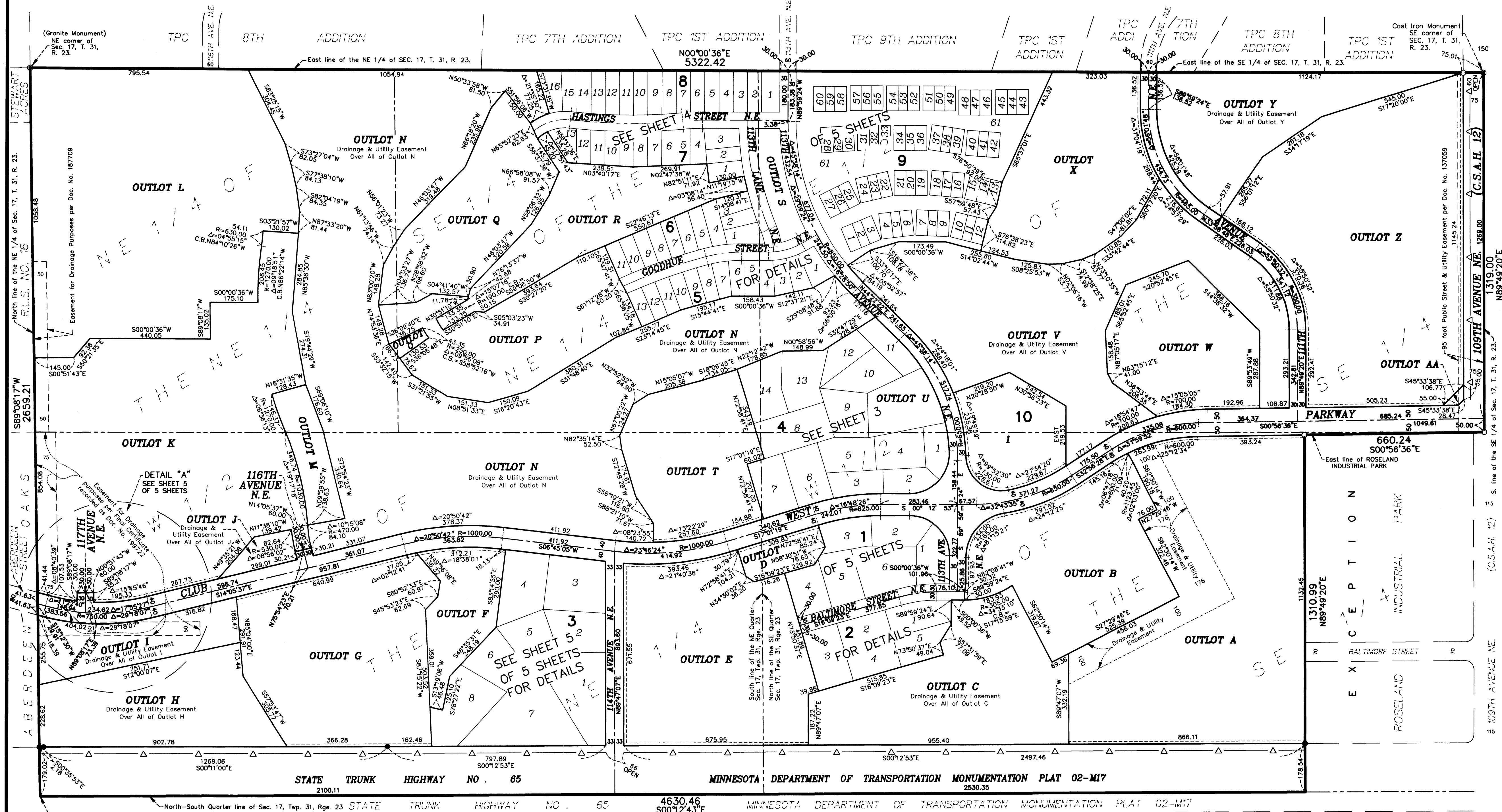
Office of REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office on Oct 23, 2001 at 4:30 o'clock PM
Maureen J. Devine, Registrar of Titles
By:  Registrar of Titles



CLUB WEST

OFFICIAL FLAT

CITY OF BLAINE
 COUNTY OF ANOKA
 SEC. 17, TWP. 31, RGE. 23
 8x17 Torns P3



GRAPHIC SCALE
 (IN FEET)
 1 inch = 200 ft.

—△— Denotes right of access
 ● Denotes iron monument found
 ○ Denotes 1/2 inch by 14 inch iron monument set and marked with license number 20595
 ◆ Denotes Anoka County Monument

All monuments required by Minnesota Statute, and not shown on this plat, will be set within one year of the recording date of this plat, and shall be evidenced by a 1/2 inch by 14 inch iron pipe marked by RLS 20595.

For the purposes of this plat, the east line of Sec. 17, Twp. 31, Rge. 23 is assumed to have a bearing of North 00° 00' 36" East.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
 (NOT TO SCALE)

being 10 feet in width and adjoining right of way lines unless otherwise indicated on the plat.

PIONEER engineering
 LAND SURVEYORS • CIVIL ENGINEERS
 LAND PLANNERS • LANDSCAPE ARCHITECTS

CLUB WEST

OFFICIAL PLAT

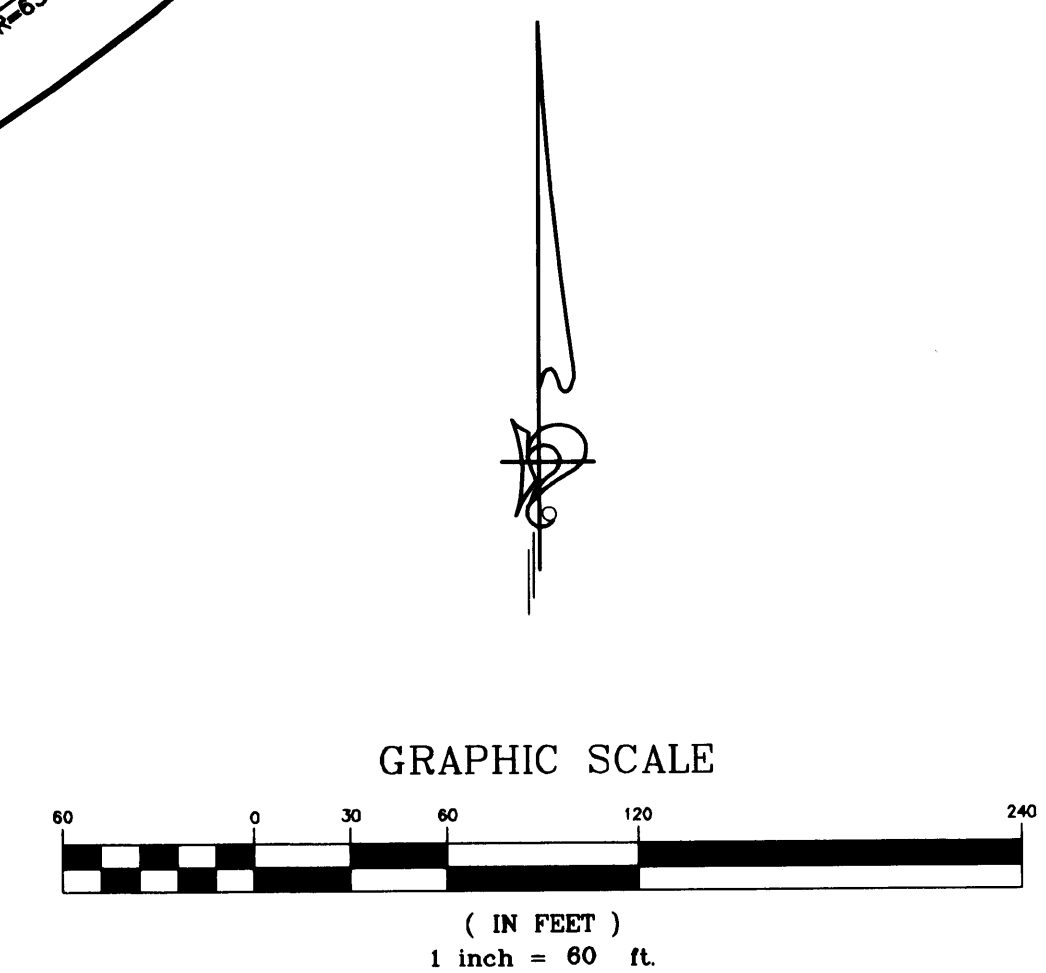
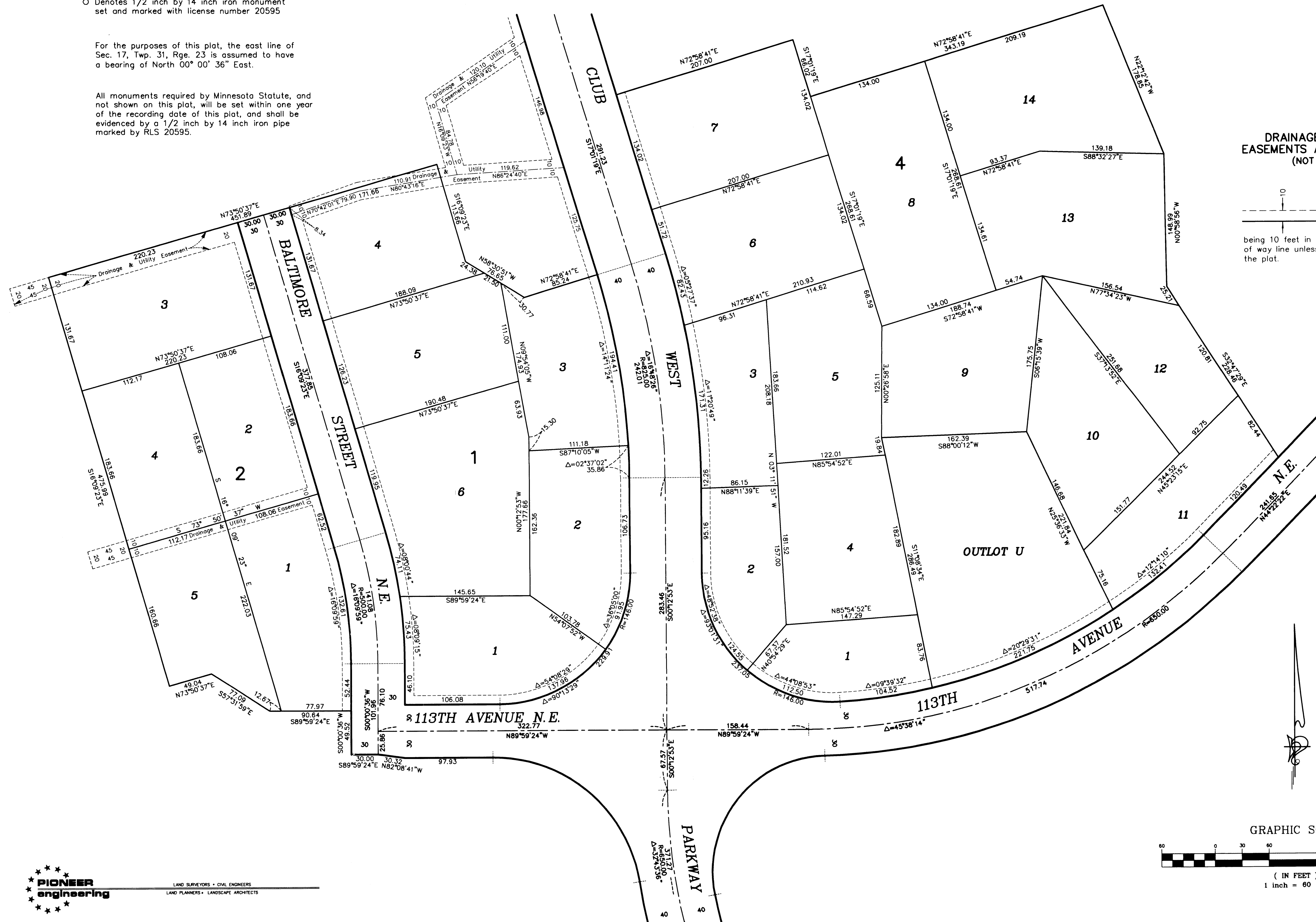
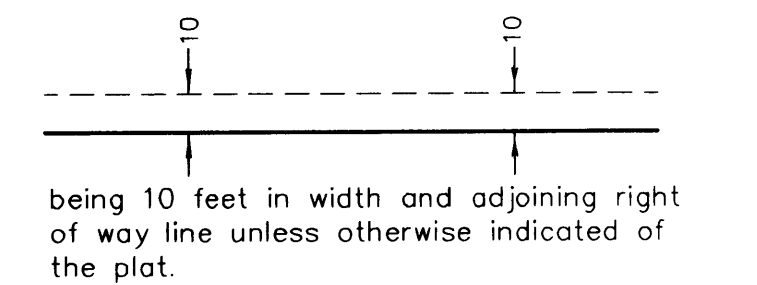
CITY OF BLAINE
 COUNTY OF ANOKA
 SEC. 17, TWP. 31, RGE. 23
 BK 17 Towns *Fig 30*

- Denotes iron monument found
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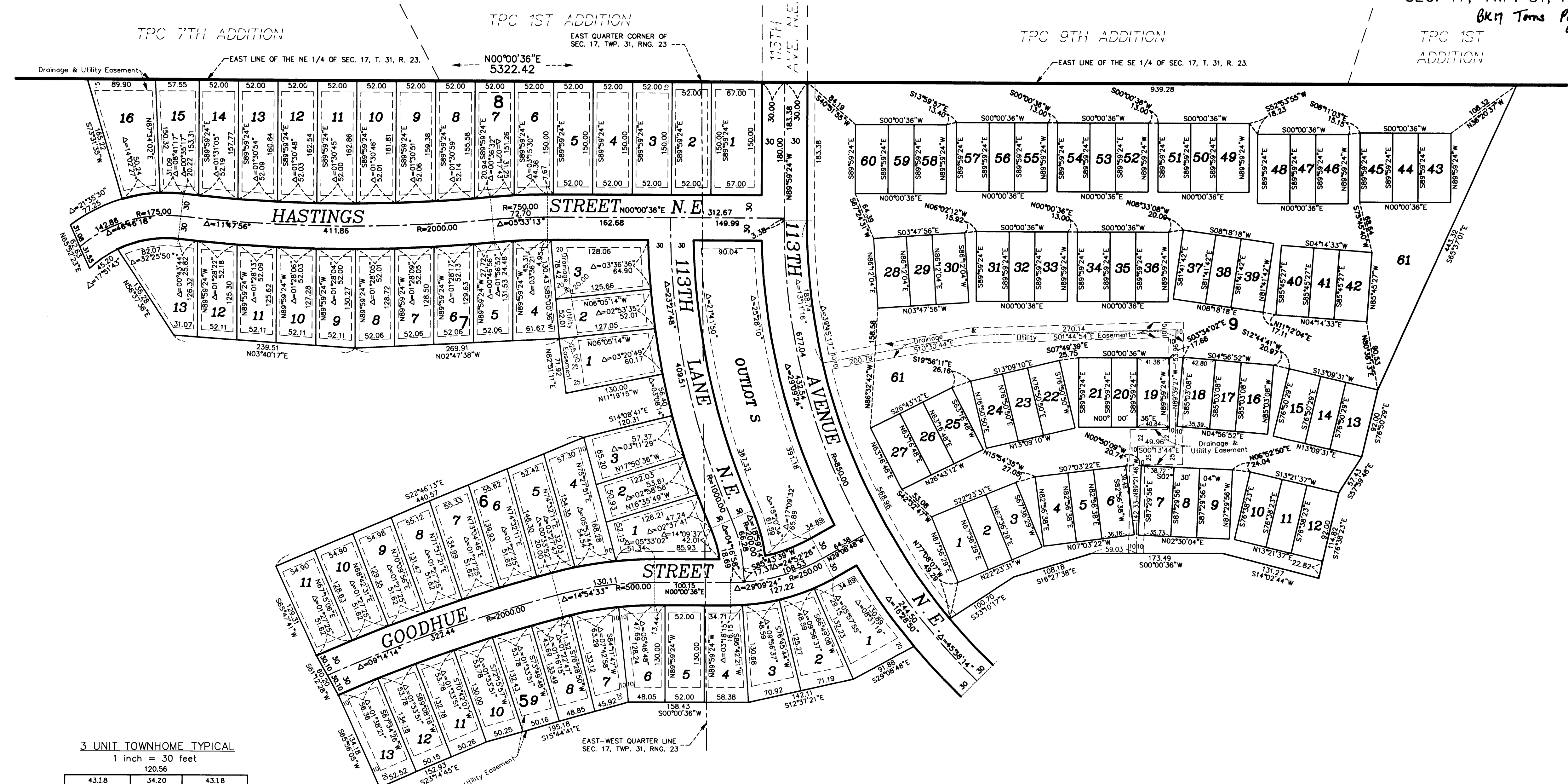


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 LAND PLANNERS • LANDSCAPE ARCHITECTS

CLUB WEST

OFFICIAL PLAT

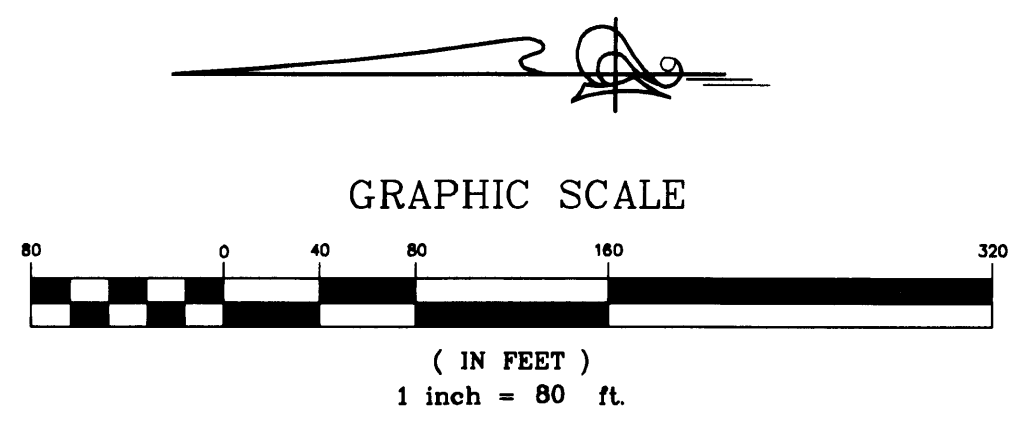
CITY OF BLAINE
 COUNTY OF ANOKA
 SEC. 17, TWP. 31, RGE. 23
 Blk 17 Toms Pg 30



3 UNIT TOWNHOME TYPICAL

1 inch = 30 feet

43.18	34.20	43.18
92.00	120.56	92.00
21	20	19
92.00	92.00	92.00
43.18	34.20	43.18
	120.56	

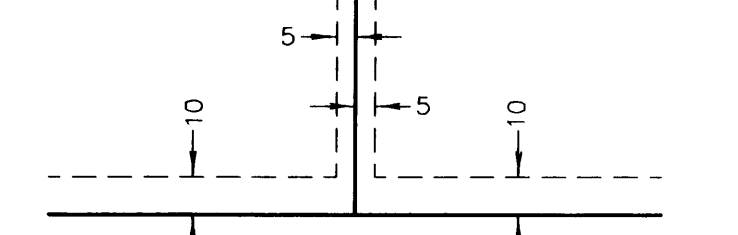


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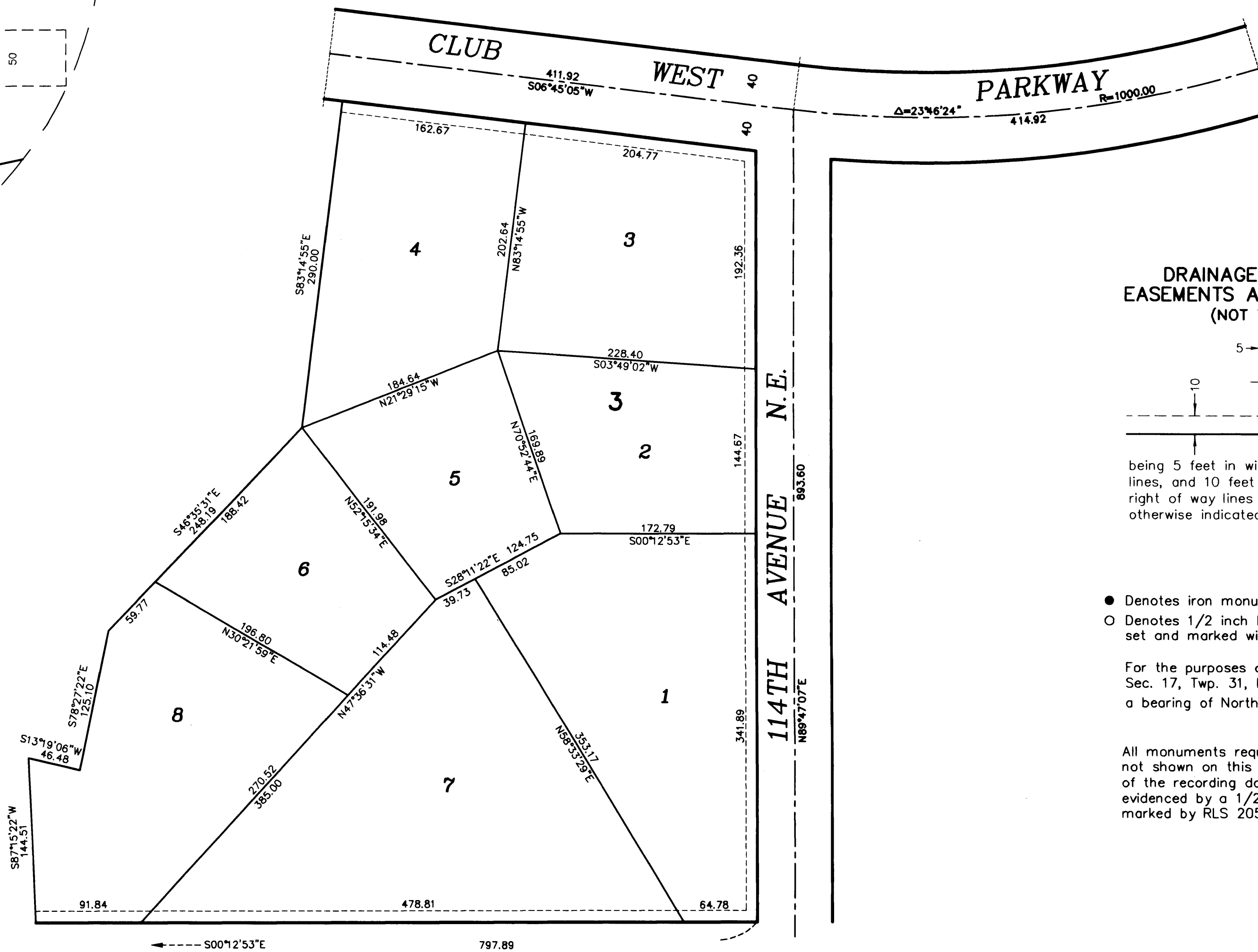
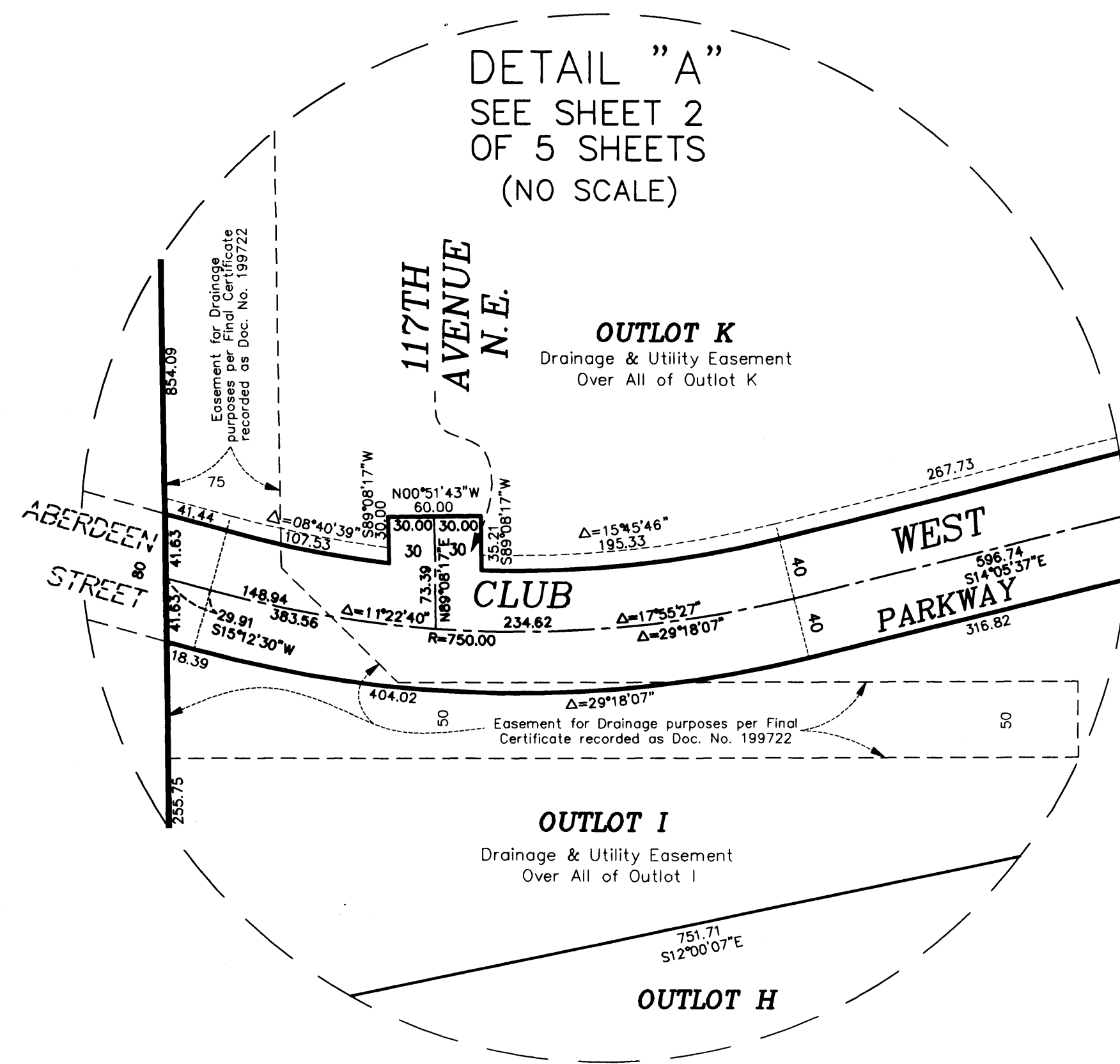


being 5 feet in width, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines and rear lot lines unless otherwise indicated on the plat.

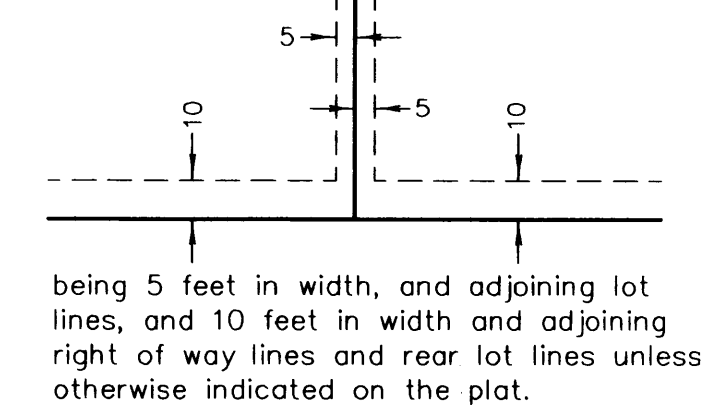
CLUB WEST

OFFICIAL PLAT

CITY OF BLAINE
 COUNTY OF ANOKA
 SEC. 17, TWP. 31, RGE 23
 BL 17 Toms Pg 30



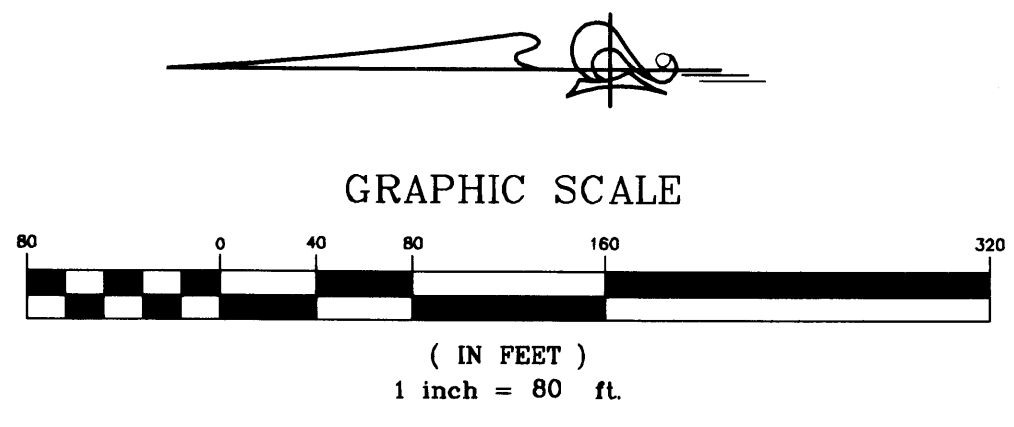
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 (NOT TO SCALE)



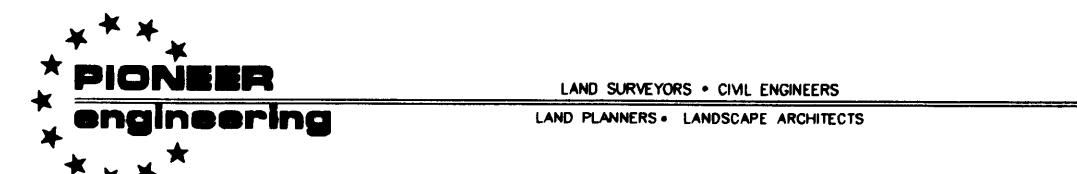
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STATE TRUNK HIGHWAY NO. 65 MINNESOTA DEPT. OF TRANSPORTATION MONUMENTATION PLAT 02-M17



THIS DOCUMENT NUMBER REPRESENTS A PLAT

ALL PLATS ARE MAINTAINED ON A SEPARATE MICROFICHE IN A SEPAFATE SECTION RESERVED FOR PLATS. FULL SIZE COPIES OF PLATS ARE STILL AVAILAELE FOR VIEWING.

MUNICIPALITY: Blaine CERTIFIED BY: [Signature] ON 10/23/01

MAP # 2549 PLAT BOOK: 17 OF Torrens PAGE: 30

DOC. DATE: 10/15/01 NO. OF PAGES: 5 TRACT BOOK: _____ PAGE: _____

PLAT SHORT NAME: Club west

LONG NAME: Club west

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
T	17.31.23.11.0001	125590	N	TRAdition Development, LLC	fee
T	17.31.23.12.0001	125607	N	Centex Homes	fee
T	17.31.23.13.0001	125616	N		
T	17.31.23.42.0001	125849	N		
T	17.31.23.43.0001	125858	N		
T	17.31.23.14.0001	125625	N		

FILED BY: _____ PHONE: _____

TAXPAYER NAME: Tradition Dev.

ADDRESS: 6800 France Ave S. #178

CITY: Edina STATE: Mn ZIP: 55435

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1-6	1	1-13	5	1-61	9 (15)
1-5	2	1-11	6	1	10
1-8	3	1-13	7	Outlots A, B, C, D, E	
1-14	4	1-16	8	F, G, H, I, J, K, L	

DELT & CURRENT TAXES ARE PAID: INITIALS: Jup DATE: 10/23/01

DIV. NO.: _____ DIV. FEE: \$5,290.



THIS DOCUMENT NUMBER REPRESENTS A PLAT

ALL PLATS ARE MAINTAINED ON A SEPARATE MICROFICHE IN A SEPARATE SECTION RESERVED FOR PLATS. FULL SIZE COPIES OF PLATS ARE STILL AVAILABLE FOR VIEWING.

MUNICIPALITY: Blaine CERTIFIED BY: R ON 10/23/01

MAP # 2549 PLAT BOOK: _____ OF _____ PAGE _____

DOC. DATE: 10/15/01 NO. OF PAGES: 5 TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: Club west

LONG NAME: Club west

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
T	17.31.23.41.0001	125830	N		
T	17.31.23.44.0001	125876	N		
T	17.31.23.44.0002	125885	N		

FILED BY: _____ PHONE: _____

TAXPAYER NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
Outlots M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z,					
	AA				
					174

DELO & CURRENT TAXES ARE PAID: INITIALS: JW DATE: 10/23/01

DIV. NO.: _____

DIV. FEE: \$ _____



TORRENS

Receipt # <u>101700/534950</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>10/23/01, 16:30</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>2</u> of <u>2</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Recordability: <u>Jap</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>599 + 5290^{0c}</u>	<input checked="" type="checkbox"/> Division <input type="checkbox"/> GAC
Well Certificate Received this Date: _____	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Refund Rect # _____	<input type="checkbox"/> Other <input type="checkbox"/> No Change
From <u>See below</u> # of <u>Box A</u>	Notes: _____
Cert. # _____	Tract New Certs.: <u>0</u>
Typed _____	Comp. Entry _____
	Comp. Complete _____

BK 2166 PG 93069 NO 93069
2166 94242 94242

**DOCUMENT NO. 382664.0 TORRENS
 ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON OCT 23 2001
 AT 4:30 PM AND WAS DULY RECORDED.
 FEES AND TAXES IN THE AMOUNT OF \$5349.50 PAID.

RECEIPT NO. 2001101700

~~XXXXXXXXXXXX~~ MAUREEN J. DEVINE
 ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
TAP

BY _____
 DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

382664.0 TORRENS
 UNIVERSAL TITLE
 200 COON RAPIDS BLVD #310
 COON RAPIDS, MN 55433



DECLARATION FOR NEW CIC

THIS PAGE IS NOT PART OF THE ORIGINAL DOCUMENT PRESENTED FOR RECORDING

Added by Anoka County Recorder for posting only.

MUNICIPALITY: Blaine CHECKED BY: JE ON 4-5-02

MAP # _____ PLAT BOOK TYPE: _____

DOC. DATE: 3/28/02 NO. OF PAGES: _____ TRACT BOOK: _____ PAGE _____

CIC SHORT NAME: CIC NO 110 Club West, a Planned Community.

LONG NAME: BY DECLARATION

A/T	PARENT PINS	THRU
T	17-31-2341-0017	
T	17-31-2341-0018	
T	17-31-2341-0019	
T	17-31-2341-0038	
T	17-31-2341-0039	
T	17-31-2341-0040	
T	17-31-2341-0041	

A/T	PARENT PINS	THRU

DELINQUENT TAXES ARE PAID: INITIALS: JE DATE: 4/5/02

DIV. NO.: _____

395030

COMMON INTEREST COMMUNITY NUMBER 110
A PLANNED COMMUNITY
BRANTWOOD MEADOWS
DECLARATION

1349882v3

**COMMON INTEREST COMMUNITY NUMBER 110
A PLANNED COMMUNITY
BRANTWOOD MEADOWS
DECLARATION**

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CIC PLAT

**COMMON INTEREST COMMUNITY NUMBER 110
A PLANNED COMMUNITY
BRANTWOOD MEADOWS
DECLARATION**

Pursuant to the provisions and authority of Minnesota Statutes, Chapter 515B, Centex Homes, a Nevada general partnership ("Declarant"), makes and executes this Declaration to submit certain real property which Declarant owns in fee simple and which is legally described on the attached **Exhibit A** together with the buildings and improvements located thereon (the "Subject Property"), to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Chapter 515B.

1. Definitions. All terms and phrases used in this Declaration or in the other Project Documents have the meanings set forth in the Act unless otherwise defined in the Project Documents.

1.1 "Act" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B and any successor statutes.

1.2 "Additional Real Estate" means the real estate that Declarant may add to the CIC pursuant to Section 9. The Additional Real Estate is legally described on the attached **Exhibit B**.

1.3 "Affiliate of Declarant" means any Person who controls, is controlled by, or is under common control with a Declarant. A Person "controls" a Declarant if the Person (i) is a general partner, officer, director, or employer of the Declarant; (ii) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in a Declarant; (iii) controls in any manner the election of a majority of the directors of a Declarant; or (iv) has contributed more than 20 percent of the capital of the Declarant. A Person "is controlled by" a Declarant if the Declarant (i) is a general partner, officer, director, or employer of the Person; (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in the Person; (iii) controls in any manner the election of a majority of the directors of the Person; or (iv) has contributed more than 20 percent of the capital of the person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

1.4 "Articles of Incorporation" or "Articles" means the Association's articles of incorporation.

1.5 "Association" means Brantwood Meadows Homeowners Association, a Minnesota nonprofit corporation organized and existing under the authority of Minnesota Statutes Chapter 317A.

1.6 "Board" means the Association's board of directors.

1.7 "Bylaws" means the Association's bylaws.

1.8 "Common Elements" means all portions of the CIC other than the Units. The Common Elements are legally described as Lot 61, Block 9, CLUB WEST, Anoka County, Minnesota. The Common Elements include all improvements and fixtures located on Lot 61, Block 9, CLUB WEST, Anoka County, Minnesota and the personal property, fixtures and improvements described in Section 5. Declarant may create additional Common Elements out of Additional Real Estate Declarant adds to the CIC pursuant to Section 9 of this Declaration and the Act.

1.9 "Common Expenses" means any and all expenditures made and liabilities incurred by or on behalf of the Association including, but not limited to, amounts which the Master Association levies against the Subject Property and which, under the terms of the Master Association Documents, the Association, in its capacity as a "Member Association", as defined in the Master Association Documents, is obligated to pay to the Master Association and amounts necessary to fund scheduled deposits in reserve accounts established to provide funds to pay for the repair and replacement of Common Elements, including Limited Elements, and the repair and replacement of the portions of the Units the Association is obligated to repair and replace.

1.10 "CIC" means Brantwood Meadows, Common Interest Community Number 110, Anoka County, Minnesota including any Additional Real Estate subsequently added to the CIC.

1.11 "CIC Plat" means the portion of the plat of CLUB WEST, Anoka County, Minnesota which depicts, describes and creates the lots that are subject to this Declaration or that become subject to this declaration as a result of an amendment adding Additional Real Estate pursuant to the provisions of Section 9 of this Declaration and the Act.

1.12 "Declarant" means Centex Homes, a Nevada general partnership; any person who executes an amendment to the Declaration adding Additional Real Estate to the CIC, other than persons holding interest in the real estate solely as security for an obligation, or any person who succeeds under the provisions of the Act to any Special Declarant Rights.

1.13 "Declaration" means this document and all amendments hereto.

1.14 "Dwelling" means all or a part of a building consisting of one or more floors designed and intended for occupancy as a single-family residence and located within the boundaries of Unit. A Dwelling includes a garage located within the boundaries of the Unit in which the Dwelling is located.

1.15 "Eligible Mortgage" means a first mortgage held by a mortgagee who has submitted a written request to the Association asking the Association to notify the mortgagee of any action that, under the terms of the Declaration, requires the consent of a specific percentage of mortgagees.

1.16 "Fractional Allocation" means the fraction assigned to each Unit in Section 7 of this Declaration which is used to express: the share of the Association's Common Expenses the Board may assess against the Unit and for which the Unit's Owners are personally liable and the fraction of the total membership votes in the Association assigned to the Unit.

1.17 "FHA" means the Federal Housing Administration.

1.18 "FNMA" means the Federal National Mortgage Association.

1.19 "Limited Common Elements" means any part of the Common Elements the Declaration or the Act allocate for the exclusive use of one or more but fewer than all Units.

1.20 "Master Association" means Club West Master Association, a Minnesota nonprofit corporation.

1.21 "Master Association Documents" means the Master Declaration, Articles of Incorporation of the Master Association; the Bylaws of Club West Master Association; and the rules and regulations, if any, of Club West Master Association.

1.22 "Master Declaration" means the Declaration of Club West Master Association, a planned community, Anoka County Common Interest Community Number _____, filed _____, 2002 in the Office of the Anoka County Registrar of Titles as Document No. _____.

1.23 "Member" means the Person or Persons with membership rights in the Association. If a Person is the sole owner of a Unit, the Person is a Member of the Association. If more than one Person owns a Unit, all Persons who own the Unit are considered to be, collectively, a single Member of the Association.

1.24 "Owner" means any Person, including a Declarant and contract for deed vendees, who owns a Unit, but does not include a Secured Party.

1.25 "Party Wall" means a shared wall between two Dwellings.

1.26 "Person" means an individual, corporation, limited liability Company, partnership, trustee under a trust, personal representative, guardian, conservator, government, governmental subdivision or agency, or other legal or commercial entity capable of holding title to real estate.

1.27 "Project Documents" means this Declaration, the Association's Articles of Incorporation and Bylaws and the rules and regulations of the Association, if any, as the same may be amended from time to time;

1.28 "Purchaser" means a person, other than a Declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than a leasehold interest of less than 20 years, including renewal options, or a security interest.

1.29 "Secured Party" means a Person owning a perfected interest in a portion of the Common Interest Community, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a mortgagee's interest in a mortgage, a vendor's interest in a contract for deed, a lessor's interest in a lease intended as security, a holder's interest in a sheriff's certificate of sale during the period of redemption, an assignee's interest in the assignment of leases or rents intended as security, a lender's interest in a cooperative share loan, a pledgee's interest in the pledge of an ownership interest, or any other interest intended as security for an obligation under a written agreement.

1.30 "Special Declarant Rights" means the rights reserved to Declarants in Section 8 of the Declaration.

1.31 "Subject Property" means the real property legally described on **Exhibit A**, which is the property this Declaration subjects to the provisions of the Act, any Additional Real Estate a Declarant adds to the Common Interest Community pursuant to Section 9 and the Act and any improvements or fixtures located thereon.

1.32 "Unit" means a platted lot shown on the CIC Plat which is part of the Subject Property and which is not a part of the Common Elements and any improvements and fixtures located thereon other than improvements or fixtures which are Common Elements.

2. Description of the CIC. The name of the CIC is Brantwood Meadows. The CIC is a Planned Community. The Anoka County recorder has assigned Common Interest Community No. 110 to the CIC. The CIC is located on the Subject Property in the City of Blaine, Anoka County, Minnesota. There are three Units in the CIC. The Units are restricted to residential use. Declarant has reserved the right to add additional Units to the CIC as set forth in Section 9.

3. Description of the Association. Declarant has incorporated a Minnesota non-profit corporation under Minnesota Statutes Chapter 317A to administer the CIC. The corporation's name is Brantwood Meadows Homeowners Association. The duties and powers of the Association and the board are as set forth in the Act, Minnesota Statutes Chapter 317A, the Articles of Incorporation, the Bylaws and this Declaration.

4. Description of the Units. The Units are described in Section 1.25. The front, rear and side boundaries of each Unit are depicted on the CIC Plat. The Units have no upper or lower boundaries except as established pursuant to common law. Subject to Sections 5 and 6, all spaces, exterior walls, roofs, interior walls or other partitions and any other fixtures and improvements within the boundaries of a Unit are part of the Unit. Each Unit's unit identifier is the lot number and block number assigned to the Unit in the CIC Plat and the subdivision name of the CIC Plat.

5. Description of the Common Elements. The Common Elements include the real property legally described in Section 1.6; all improvements and fixtures located on the real property described in Section 1.6, including, but not limited to, the private streets commonly

referred to as Hastings St. N.E. and Goodhue St. N.E. and any private utility lines located within the CIC; any portion of any chute, flue, duct, wire, conduit, bearing wall, party wall, bearing column or any other fixture lying partially within and partially outside of the designated boundaries of a Unit that serves more than one Unit or serves any portion of the Common Elements; and all personal property the Association owns. In addition, all Limited Common Elements are Common Elements.

6. Description of the Limited Common Elements. All improvements such as shutters, awnings, window boxes, doorsteps, stoops, balconies, decks, patios, perimeter doors and windows, enclosed or unenclosed porches, constructed as a part of the original construction or subsequently constructed with the consent of the Board that serve a single Unit, and authorized replacements and modifications thereof, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. Any portion of a chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or other fixture that lies partially within and partially outside the designated boundaries of a Unit that serves only that Unit is a Limited Common Element allocated solely to that Unit.

7. Allocated Interests. Each Unit is hereby assigned a Fractional Allocation that determines the liability for Common Expenses assigned to each Unit and the fraction of the total membership votes in the Association assigned to each Unit. Fractional Allocations are equal for all Units. The Fractional Allocation assigned to each Unit is a fraction the numerator of which is one and the denominator of which is the total number of Units in the CIC. Declarant has reserved the right to create additional Units on the Additional Real Estate as set forth in Section 9. If Declarant executes and records one or more amendments to this Declaration adding Additional Real Estate to the CIC, each Unit's Fractional Allocation is automatically recalculated upon the recording of each amendment. The new Fractional Allocation assigned to each Unit after the recording of an amendment is a fraction, the numerator of which is one and the denominator of which is the total number of Units in the CIC after the execution and recording of the amendment. The reallocation of the Fractional Allocation of the Units does not alter or affect the amount of any liens for unpaid installments of annual or special assessments levied before the reallocation or an Owner's obligation to pay future installments of special assessments levied before the recording of the amendment.

8. Special Declarant Rights. Except for the Special Declarant Rights described in this Section 8, Declarant's rights and obligations with respect to any Units Declarant owns are the same as any other Unit Owner. Declarant reserves, for the benefit of any Declarant, the right to:

- 8.1 Complete improvements depicted on the CIC Plat;
- 8.2 Add Additional Real Estate to the CIC pursuant to Section 9 below;
- 8.3 Maintain sales offices, management offices, signs advertising the CIC and models pursuant to Section 10 below;
- 8.4 Appoint or remove and appoint replacements for the Association's directors and officers pursuant to Section 11; and

8.5 Use easements through the Common Elements for the purpose of making improvements within the CIC or on any Additional Real Estate pursuant to Section 16.2.

9. Additional Real Estate.

9.1 Declarant reserves the right to record one or more amendments to this Declaration adding all or any part of the Additional Real Estate to the CIC. The right to add Additional Real Estate will expire on the date which is seven years after the date Declarant records this Declaration. If, prior to the expiration of the seven year period, Declarant determines that it will not add all or any portion of the Additional Real Estate to the CIC, Declarant may record a statement to that effect in the appropriate County land records, and upon the recording of the statement Declarant's right to add the Additional Real Estate described in the statement to the CIC terminates.

9.2 Declarant may add portions of the Additional Real Estate at different times. Declarant makes no assurances regarding the configuration or boundaries of the portions of the Additional Real Estate Declarant may add to the CIC. Declarant makes no assurances as to the order in which Declarant will add portions of Additional Real Estate to the CIC. Declarant makes no assurances that Declarant will add any of the Additional Real Estate to the CIC. Declarant is not obligated to add any Additional Real Estate to the Common Interest Community.

9.3 Declarant may create a maximum of 90 Units on the Additional Real Estate. All Units created on the Additional Real Estate are restricted to residential use.

9.4 Any and all buildings and Units on the Additional Real Estate, when and if added, will be compatible with the other buildings and Units in the CIC in terms of the quality of construction and will be substantially complete before the Additional Real Estate is added to the CIC. In recognition of ongoing developments in the field of housing construction and energy supply, and changes in consumer demand for housing, Declarant makes no assurance with regard to the architectural style, the principal materials which may be employed in the construction or the size of the Units or buildings, if any, erected upon the Additional Real Estate when and if the Additional Real Estate is added to the CIC.

9.5 All restrictions contained in this Declaration which affect the use, occupancy or alienation of Units will apply to all Units created on any Additional Real Estate which Declarant adds to the CIC. An amendment which adds Additional Real Estate to the CIC may contain additional restrictions as may be necessary to reflect the different character of the Additional Real Estate which is the subject of the amendment. Any additional restrictions contained in an amendment to this Declaration affect only the Additional Real Estate described in the amendment.

9.6 Before recording an amendment adding Additional Real Estate to the CIC, Declarant must serve notice of its intention to add Additional Real Estate as provided for in the Act and must obtain any written approvals the FHA requires. If Declarant complies with the Act and the Declaration, Declarant may add the Additional Real Estate

without the approval or consent of the Association or any Owner. Any assurances set forth in this Declaration regarding Additional Real Estate do not apply to the Additional Real Estate if Declarant does not add the Additional Real Estate to the CIC. If an Amendment adding Additional Real Estate to the CIC creates additional Units, the Fractional Allocation assigned to each Unit is reallocated pursuant Section 7.

10. Model Units and Sales and Management Offices. Declarant reserves the right to maintain sales offices, management offices and model units in Units, on Common Elements or on the Additional Real Estate. Declarant will initially use Units 25, 26 and 27 as sales offices and model units. Declarant reserves the right to increase or decrease the number of Units Declarant uses sales offices or models; to relocate the sales offices or models to other Units, Common Elements or Additional Real Estate or to use a Unit or a dwelling constructed on the Additional Real Estate as a management office. Declarant further reserves the right to maintain signs on the Common Elements and in or on models advertising the CIC, including the advertisement and promotion of the sales of Units. Notwithstanding anything to the contrary in this Declaration, so long as Declarant owns at least one Unit in the CIC for sale, the Association shall take no action which adversely affects Declarant's ability to sell the Unit or Units without prior written consent of Declarant.

11. Declarant Control of the Association. Declarant designated the Association's initial Board in the Articles of Incorporation. The Board has three members. The Declarant, or any Person the Declarant designates, has the exclusive right to appoint the three current members of the Board and to remove one or more of the three directors, at will, and appoint their successors, until the earlier of:

11.1 Five years from the date of the filing of the Declaration;

11.2 Declarant's voluntary surrender of Declarant's right to appoint the three directors: or

11.3 The date sixty days from the date Declarant has conveyed 75% of the Units to Purchasers.

So long as Declarant has the right to appoint and remove directors, the Declarant may also appoint and remove the Association's officers. Within 60 days of the date a Declarant has conveyed 50% of the Units to Purchasers, the Board must call and hold an annual or special meeting of the Members. At that meeting, the Members must elect two additional directors. From and after that election, the Board consists of five directors. Within sixty days after the date a Declarant has conveyed 75% of the Units to Purchasers, the Board must call and hold an annual or special meeting of the Members. At that meeting, the terms of all five directors expire, and the Members may elect individuals to fill all five director positions. The term of office of two directors is fixed for 3 years; the term of office of two directors is fixed at 2 years; and the term of office of one director is fixed at 1 year. Thereafter, all directors are elected for three year terms. Directors take office upon election and hold office until they resign, the Members remove them pursuant to the Bylaws or their terms expire and the Members elect successor directors. To calculate the percentage of Units a Declarant has sold to Purchasers, the number of Units the

Declarant has sold to Purchasers is divided by the total number of Units which the Declarant has built or has reserved the right to build and add to the CIC.

12. Restrictions on the Use, Occupancy or Alienation of Units and Common Elements. The Units and the Common Elements are subject to the following restrictions:

12.1 The Units may be occupied and used only for residential purposes. Only Owners, their families, guests and tenants may occupy and use Units. Units may not be used in a manner that violates Federal law, State law or local ordinances.

12.2 Owners may not lease their Units for any period less than 30 days. Other than the foregoing restriction, Owners have the absolute right to lease their Units; provided the Owner and the tenant have a written lease agreement; the lease agreement obligates the tenant to observe each of the restrictions and perform each of the covenants the Project Documents impose upon an Owner; the lease agreement expressly states the Association is an intended third party beneficiary of tenant's obligation to observe the terms of the Project Documents; and the Owner delivers a copy of the lease to the Association before commencement of the lease term.

12.3 No Owner, tenant or occupant may obstruct the Common Elements or store anything in or on the Common Elements without the Board's prior, written consent. No Owner, tenant or occupant may keep or store any trailers or major recreational equipment, including, but not limited to, camper trailers, pick-up campers, motorized self propelled motor homes, boats, boat trailers, snowmobiles or snowmobile trailers on any portion of the Units or the Common Elements. No Owners, tenant or occupant may store anything in the garage portion of a Unit that prevents use of the garage portion of the Unit for storage of the Owner's, tenant's or occupant's personal automobile.

12.4 The occupation and use of Units and the Common Elements is subject to rules and regulations the Board establishes pursuant to Article III of the Bylaws. If during the period of Declarant control, Units are subject to mortgages the FHA insures the Board must acquire any necessary approvals from the FHA before enforcing any rules and regulations.

12.5 No one may do or keep anything in any Unit or in the Common Elements that will increase the rate of insurance on the CIC without the Board's prior written consent. No Owner may permit anything to be done or kept in his or her Unit or in or on the Common Elements that will result in the cancellation of insurance on the buildings or contents thereof.

12.6 Owners, tenants and occupants may not cause or permit anything, including, but not limited to, signs, awnings, canopies, shutters, window boxes, decks, patios, balconies, porches or radio or television antenna to be affixed to or placed upon the exterior walls, roof or any other exterior part of a Dwelling, or on the Units or the Common Elements without the Board's prior written consent. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Dwellings, Units or Common Elements.

12.7 No Owner, tenant or occupant may keep, raise or breed animals (including, but not limited to, dogs, cats, reptiles, rabbits, livestock, fowl or poultry of any kind) in any Dwelling or Unit or in the Common Elements, except that Owners, tenants and occupants may keep dogs, cats or other household pets in Dwellings, subject to rules and regulations adopted by the Board. The Owner, tenant or occupant may not keep, breed or maintain dogs, cats or other household pets for any commercial purpose. The Owner, tenant or occupant must permanently remove any pet causing or creating a nuisance or unreasonable disturbance from the CIC upon 3 days written notice from the Board.

12.8 No one may carry out any noxious or offensive activity in any Dwelling or Unit or in or on the Common Elements, nor may anyone do anything therein, either willfully or negligently, which may be a nuisance to the other Owners, tenants or occupants. No Owner, tenant or occupant may overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the Board's prior written consent.

12.9 Except as otherwise provided herein, no Owner, tenant or occupant may conduct, maintain or permit any industry, business, trade, occupation or profession of any kind, commercial, educational, religious, or otherwise in any Dwelling or Unit or on the Common Elements. Nothing herein contained shall be construed in such a manner as to prohibit an Owner, tenant or occupant from:

12.9-1 maintaining his or her professional library in a Dwelling;

12.9-2 keeping his or her personal business or professional records or accounts in a Dwelling; or

12.9-3 handling his or her personal business or professional telephone calls or correspondence from a Dwelling.

12.10 No "For Sale" or "For Rent" signs, advertising signs or other displays may be maintained on any part of the Units or the Common Elements except with the consent of the Board or pursuant to rules and regulations the Board adopts; provided however, that nothing contained herein limits Declarant's rights as provided in Section 10.

12.11 Nothing shall be constructed on or removed from the Common Elements and the Common Elements may not be altered or disturbed without the prior written consent of the Board.

12.12 Pursuant to Section 15.1, the Association is responsible for maintaining, repairing and replacing the roofs and exterior portions of the Dwellings including doors, storm doors, windows and screens. No Owner, tenant or occupant may paint, resurface, remodel or otherwise change the exterior appearance of a Dwelling; make any improvements or modifications affecting the exterior of a Dwelling; or construct or install any improvements or fixtures on portions of a Unit not occupied by the Dwelling without

the prior written consent of the Board. The Board may grant or withhold consent in its sole discretion. The Board may adopt rules and regulations expressly permitting Owners or tenants to take specified actions that would, in the absence of the rule or regulation, violate this restriction.

12.13 The Units shall not be subject to Time Shares, as that term is defined in the Act.

13. Subdivision or Conversion of Units. Owners, including Declarant, may not subdivide Units or convert Units to Common Elements as contemplated in Section 515B.2-112 of the Act.

14. Assessments and the Association's Lien for Unpaid Assessments.

14.1 The Board must levy annual assessments and may levy special assessments for Common Expenses against each Unit pursuant to the procedures stated in Article V of the Bylaws. Owners may not withhold payment of annual or special assessments or reduce the amount of the Owner's payments as a set-off against claims which the Owner asserts against the Association. If an Owner fails to pay any installment of an annual or special assessment, in full, within 10 days of the date due, the payment becomes delinquent and begins to accrue interest without any notice to the Owner and without any action by the Board. Interest accrues as of the date the payment was due at the judgment rate of interest as determined by Minnesota Statutes Section 549.09. In addition, if assessment payments are not made when due, the Board has the right to charge a late fee, in an amount the Board establishes, by resolution, from time to time. If any installment of an assessment becomes more than sixty (60) days past due, the Association may, upon ten (10) days' written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full. In any foreclosure of a lien or a suit to recover a money judgment for unpaid Common Expenses, the amount due and owing includes the amount of all unpaid annual or special assessments, interest and late charges as described above and all costs of collection, including actual attorneys' fees and costs.

14.2 Each Owner is personally liable for all assessments levied against the Owner's Unit. If more than one individual or entity owns a Unit, all Owners of the Unit are jointly and severally liable for annual and special assessments levied against the Owners' Unit.

14.3 The Association has a lien on a Unit for the amount of any assessment the Association levies against the Unit. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment of the assessment becomes due. The Association's lien has priority over all other liens except:

14.3-1 liens and encumbrances recorded before the recordation of this Declaration, including, but not limited to, the lien set forth in the Master Declaration;

14.3-2 the lien of a recorded, first mortgage on the Unit; and

14.3-3 liens for real estate taxes and other governmental assessments levied against the Unit.

If a first mortgage on a Unit is foreclosed and no Owner or junior lienholder redeems the Unit from foreclosure during the period of redemption provided for in Minn. Stat. Chs. 580, 581 or 582, the holder of the Sheriff's Certificate of Sale from the foreclosure of the first mortgage takes to the Unit subject to unpaid assessments for Common Expenses to the extent provided for in Minn. Stat. § 515B.3-116. If the holder of the first mortgage the VA guarantees accepts a deed in lieu of foreclosure of the first mortgage, the mortgagee accepting the deed in lieu of foreclosure takes to the Unit free of the lien of unpaid assessments for Common Expenses except the mortgagee's title to the Unit is subject to the Association's lien for unpaid assessments for Common Expenses to the extent provided for in Minn. Stat. § 515B.3-116. In general, Minn. Stat. § 515B.3-116 states that the holder of the Sheriff's Certificate of Sale from the foreclosure of the first mortgage takes title to the Unit subject to unpaid assessments for Common Expenses which become due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption, except for Common Expenses levied pursuant to Sections 2(e), 2(f) and 2(h) of Article V of the Bylaws.

14.4 The Association is subject to Minn. Stat. § 515B.3-116(d) as the same may be amended from time to time. The Statute currently provides that proceedings to enforce an assessment must be instituted within three (3) years after the last installment of the assessment becomes payable or are barred.

14.5 The Board may foreclose the Association's lien for assessments in like manner as a mortgage of real property containing a power of sale pursuant to Minn. Stat. Ch. 580, or by action pursuant to Minn. Stat. Ch. 581. The Association has a power of sale to foreclose the lien pursuant to Minn. Stat. Ch. 580. The period of redemption for Unit Owners is 6 months from the date of sale.

15. Maintenance of Units and Common Elements; Unit Improvements and Alterations; and Relocation of Boundaries Between Units.

15.1 The Association must maintain, repair and replace, in the manner and to the extent the Board deems necessary, the Common Elements, including the Limited Common Elements. Party Walls are Common Elements and the Association is responsible for the maintenance, repair and replacement of Party Walls, but the Association may assess an Owner the cost of any maintenance, repairs or replacements of or to a Party Wall necessary due to the acts or omissions of the Owner (or any other occupant of the Owner's Unit) to the extent the cost is not covered by insurance. In addition, for the purpose of preserving the architectural character, quality and uniform high standards for appearance of the CIC, the Association must:

15.1-1 Maintain the exterior of the Dwelling located on each Unit as follows: paint and replace roofs, gutters, down spouts, decks, garage doors (except hardware), exterior siding and other building surfaces;

15.1-2 Provide for lawn, shrub and tree care on all Units except for watering; and

15.1-3 Maintain and repair driveways and lawn sprinkler systems located within each Unit.

The Association is not obligated to maintain patios, entry doors, door hardware, air conditioning equipment, glass, window frames or other items not specifically referenced in this section. The Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purpose, undertake to provide additional exterior maintenance to the Units or Dwellings. The cost of maintaining, repairing and replacing Common Elements and Dwellings, to the extent provided for in this Section, is a Common Expense. The Association must promptly repair any damage to a Dwelling resulting from work the Association or its agents perform. Each Owner must promptly report to the Association the need for any maintenance or repairs which are the Association's responsibility.

15.2 Except for exterior maintenance the Association is required to perform pursuant to Section 15.1, each Owner must maintain and keep the Owner's Unit and the Dwelling constructed on the Owner's Unit in good order and repair, at the Owner's sole cost and expense. Each Owner shall be responsible for any and all damage to any Units or any of the Common Elements resulting from the Owner's failure to promptly perform necessary maintenance and repairs to the Owner's Dwelling. The Association may undertake any exterior maintenance that Owner is responsible to perform but fails to perform or improperly performs and assess the Unit and the Owner for the cost thereof.

15.3 The Association has a right of access over and across each Unit and to the Dwelling located on each Unit for purposes of performing maintenance, repair or replacement for which the Association is responsible. The Association and any public safety personnel also have a right to access each Unit and each Dwelling for purposes of abating or correcting any condition in the Unit or Dwelling that violates any governmental law, ordinance or regulation, that may cause material damage to or jeopardize the safety of the CIC or that may constitute a health or safety hazard for occupants of other Dwellings.

15.4 An Owner may make any improvements or alterations to the interior of the Dwelling constructed on the Owner's Unit that do not impair the structural integrity of or mechanical systems serving the Dwelling or any other Dwelling, affect the Common Elements or lessen the support of any portion of the CIC. An Owner making improvements or alterations to the Owner's Unit must make prior arrangements with the Association to ensure other Owners are not disturbed, the Common Elements are not damaged and the Common Elements and other Units are protected against mechanic's liens.

15.5 An Owner obtaining title to an adjoining Unit may remove or alter any intervening partition or create apertures therein as provided for in Minn. Stat. §515B.2-

113(b). Owners of adjoining Units may relocate the boundary between the adjoining Units pursuant to Minn. Stat. §515B.2-114.

16. Easements.

16.1 Declarant declares and reserves a non-exclusive easement for the benefit of Declarant, its employees, servants and agents, for ingress and egress over and upon the Common Elements (including the Limited Common Elements) for the purposes of laying foundation for and otherwise constructing Units in the CIC or on the Additional Real Estate and for completing landscaping of the Common Elements and the Limited Common Elements appurtenant to the Units; provided, however, the easements herein described terminate no later than 60 days after the Declarant completes the construction of all Units in the CIC and all Units Declarant has the right to construct on the Additional Real Estate and all landscaping of the Common Elements and the Limited Common Elements appurtenant to Units now or hereafter constructed pursuant to this Declaration. Declarant may not use Common Elements, other than Common Elements improved or to be improved as private roadways or driveways, for access to Additional Real Estate if other public access to the Additional Real Estate is reasonably available. Declarant declares a non-exclusive easement in favor of the Association for the purposes described in Section 15.3.

16.2 Each Unit and its respective Owner(s) are subject to and have appurtenant thereto a permanent non-exclusive easement in the Common Elements for ingress to and egress from the Units; utility services and support for the Units; and maintenance and repair of the Units and the Common Elements and for similar purposes. The Units and the Common Elements are subject to an easement for any encroachments resulting from the construction, reconstruction, repair, shifting, settlement or other movement of Units, Dwellings or and Common Elements.

16.3 The street providing access to the Common Interest Community is a private street established pursuant to a Declaration of Private Roadway Easement Declarant has executed and recorded with the Anoka County Recorder. The easement set forth in the Declaration of Private Roadway Easement also provides access to property Declarant has identified as Additional Real Estate. If Declarant adds all of the Additional Real Estate to the Common Interest Community, all of the private roadway will be located within the Common Interest Community and the Association will be solely responsible for the cost of maintaining, repairing and replacing the private roadway. If Declarant does not add all of the Additional Real Estate to the Common Interest Community, the Declaration of Private Roadway Easement provides for the allocation of the cost of maintaining, repairing and replacing the private roadway among and between the properties the easement benefits.

16.4 The easements described in Section 16.1 are easements in gross. Declarant may assign its rights under the easement in favor of Declarant described in Section 16.1 to successor Declarants. The easements and rights described in Section 16.2 and 16.3 are appurtenant easements and run with title to the Units. The easements described in Section 16.2 and Section 16.3 inure to the benefit of and are binding on the

Declarant, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in a Unit or Common Elements, or any part or portion thereof.

17. Insurance.

17.1 Each Owner is responsible for insuring the Owner's personal property against casualty loss and insuring the Owner against personal liability to the extent that the liability insurance which the Board obtains for all Owners does not provide coverage. Each Owner must promptly report all improvements or betterments to his or her Unit in writing to the Board. The Board may, but is not obligated to, obtain insurance on improvements or betterments to a Unit. If the Board obtains insurance on improvements or betterments to a Unit, the Board may assess the Units for any additional insurance premiums attributable to such improvements or betterments. Owners are responsible for any deficiency in insurance loss recovery resulting from his or her failure to notify the Board of improvements or betterments. The Board may, in the case of a claim for damage to a Unit or Units: pay the deductible as a Common Expense; assess the deductible against the Units affected in any reasonable manner or require the Owners of the affected Units to pay the deductible amount directly to the Board.

17.2 The Board must obtain the following insurance for the CIC:

17.2-1 A master or blanket policy of insurance on the CIC, including (i) the Units and ceiling or wall finishing materials, floor coverings, cabinetry, finished millwork, electrical and plumbing fixtures and built-in appliances constructed or installed as part of the original construction of a Unit and comparable replacements (but not replacements that constitute improvements or betterments); (ii) the Common Elements; and (iii) any personal property belonging to the Association, for broad form covered causes of loss, including all hazards normally covered by the standard extended coverage endorsement and the standard "all risk" endorsement. The policy must include the following endorsements: a condominium endorsement, an inflation guard endorsement, when it can be obtained; if there is a construction code provision that would require changes to undamaged portions of the buildings even when only part of a building is destroyed, a construction code endorsement; and if the CIC has central heating or cooling, a steam boiler and machinery coverage endorsement providing for the insurer's minimum liability per accident to at least equal the lesser of \$2,000,000 or the insurable value of the buildings housing the boiler or machinery. The policy may also include the following endorsements: contingent liability from operation of building laws endorsement, increased costs of construction endorsement and an endorsement to provide for the payment of annual assessments for damaged Units during the period of reconstruction. The insurance shall be in an amount not less than the full insurable replacement cost of the Units and the Common Elements at the time the insurance is purchased and at each renewal date, exclusive of items normally excluded from property insurance policies and subject to a "deductible" in an amount which the Board deems reasonable but which does not exceed the lesser of \$10,000 or 1% of the policy's face amount. The Board shall obtain this insurance from a carrier that has a B

general policyholder's rating or a financial performance index of 6 or better in the Best's Insurance Reports or an A or better rating from Demotech Inc.'s Hazard Insurance Financial Stability Ratings.

17.2-2 Commercial general public liability insurance on an occurrence basis against claims and liabilities arising in connection with the ownership, existence, use or management of the CIC insuring the Board; the Association; all persons acting as agents, including the management agent; and their respective employees and agents. Each Owner and each Secured Party must be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements or membership in the Association. The Declarant must be included as an additional insured in its capacity as an Owner. The Declarant's employees must be included as additional insureds in their capacity as Board members. The public liability insurance must afford protection in aggregate limits as the Board deems desirable but in no event for less than \$1,000,000.00 with respect to liability for bodily injury or property damage arising out of a single accident. The insurance policy must contain a "severability of interest" endorsement and a contractual liability endorsement.

17.2-3 If the Secretary of Housing and Urban Development or any local governmental body or bodies determines the CIC is in a special flood hazard area (which is designated A, AE, AH, AO, A1-30, A-gg, V, VE or V1-30 on a Flood Insurance Rate Map), flood insurance in such amounts as the Board deems desirable but in no event may such amounts be less than FNMA requires.

17.2-4 A fidelity bond, naming the Association as Obligee and containing a waiver of defense based on the exclusion of persons who serve without compensation, for the Association's directors, officers and management agent and any other person handling the funds of the Association, in an amount of at least equal to 150% of the total annual budget for the CIC, or a policy of insurance insuring the Association against loss or damage from employee dishonesty.

17.2-5 Any other insurance (including insurance with respect to officers' and directors' liability, workman's compensation insurance as necessary to comply with applicable laws and employee's liability insurance) the Board deems appropriate.

17.3 The insurance policies carried pursuant to Section 17.2 must:

17.3-1 include a waiver of the insurer's right to subrogation under the policy against any Owner or members of the Owner's household and against the Association and members of the Board;

17.3-2 provide that no act or omission of an Owner or Secured Party may void the policy or be a condition to recover under the policy unless the Owner is acting within the scope of authority on behalf of the Association;

17.3-3 provide that if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property which the Association's policy covers, the Association's policy is primary insurance;

17.3-4 show the Association as the named insured and contain a standard mortgagee clause naming all holders of first mortgages on Units. The "loss payable" clause must show the Association as trustee for each Owner and Secured Party (this provision applies only to the policies carried pursuant to Section 17.2.1);

17.3-5 provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option is not exercisable if the Owners elect to sell the CIC or remove the CIC from the provisions of the Act;

17.3-6 obligate the insurer to provide at least thirty (30) days written notice to the Association, each Owner, each mortgagee and any insurers or guarantors of a first mortgage on a Unit prior to cancellation, including cancellation for nonpayment of premiums.

17.3-7 obligate insurer to issue certificates or memoranda of insurance, upon request, to any Owner or Secured Party.

The Association must obtain all policies of insurance provided for in this Section 17 from insurers of recognized responsibility authorized to do business in the State of Minnesota.

17.4 The Board is authorized and obligated to adjust any loss covered under the policy described in Section 17.2-1 with the insurer. Insurance proceeds payable as a result of any loss are payable to the Board or to a bank or trust Company authorized to accept and execute trusts in the State of Minnesota which the Board has designated to act as trustee for the Board pursuant to the Act for the purpose of collecting and disbursing insurance proceeds (the "Insurance Trustee"). The Board and the Insurance Trustee may enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the Insurance Trustee's collection and disbursement of the insurance proceeds. The Insurance Trustee or the Board hold any insurance proceeds in trust for Owners and Secured Parties as their interest may appear. Subject to Section 18.1, the Board or the Insurance Trustee must apply the insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss and the fees of the Insurance Trustee, if any, to the payment of the cost of restoring the CIC pursuant to Section 18. Owners and Secured Parties are not entitled to receive any portion of the insurance proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Owners and the first mortgagees terminate the CIC pursuant to Section 20.

18. Reconstruction and Repair of CIC.

18.1 The Association must promptly repair or replace any portion of the CIC that is damaged or destroyed as the result of a loss which the Association's insurance covers unless:

18.1-1 The CIC is terminated pursuant to Section 20 below; or

18.1-2 Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

18.1-3 80% of the Owners, including every Owner and first mortgagee of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to repair or rebuild.

18.2 The cost of repairs or replacements of the CIC in excess of insurance proceeds and reserves is a Common Expense.

18.3 If less than the entire CIC is repaired or replaced:

18.3-1 Insurance proceeds attributable to a damaged Common Element must be used to restore the damaged Common Element to a condition compatible with the remainder of the CIC;

18.3-2 The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Owners of those Units and the Secured Parties of those Units, including the Units to which the Limited Common Elements were assigned, as their interests may appear; and

18.3-3 The remainder of the proceeds must be distributed to all Owners and Secured Parties as their interests may appear in proportion to their Fractional Allocation.

18.4 If the Owners and holders of first mortgages vote not to rebuild a Unit, that Unit's Fractional Allocation is automatically reallocated upon the vote, as if the Unit has been condemned and the Association must promptly prepare, execute and record an Amendment to the Declaration reflecting the reallocation. The Association membership attributable to the Unit and the corresponding voting right terminates.

18.5 If all or a portion of the CIC is damaged or destroyed and the decision is made to rebuild all or a portion of the CIC, all construction and repairs must be substantially in accordance with the original construction plans and specifications. An insurance trustee appointed pursuant to Section 17.4 may rely upon the Certificate of the Board stating whether the damaged property is to be reconstructed or repaired. The Association, upon request of the insurance trustee, must deliver such Certificate as soon as is practical. Subject to Section 18.1 the Board must provide for the completion of all repairs, reconstruction or replacement as soon as is practical and according to the terms of this Declaration. Immediately after the casualty causing damage to the property for

which the Board has the responsibility of repair, reconstruction and replacement, the Board must obtain reliable and detailed estimates of the cost to restore the damaged property to its prior condition. Such cost may include professional fees and bond premiums as the Board may determine.

19. Waiver of Claims. The Association may make no claim against any Owner or family member, tenant or guest of an Owner and no Owner or family member, tenant or guest of an Owner, may make a claim against the Association, the Board, the managing agent or another Owner or the family member, tenant or guest of another Owner, for any loss or damage to the Common Elements, the Units or any personal property resulting from the Association's negligence or such other persons negligence to the extent that the damaged party is compensated for such loss or damage from available insurance proceeds. Nothing herein shall be deemed a waiver of claims for the portion of the loss or damage subject to a "deductible" or otherwise not recoverable from available insurance proceeds, and nothing herein shall be deemed a waiver of claims for intentionally tortious acts.

20. Termination. The CIC may be terminated, in whole or in part, only by the affirmative vote of 80% of the Owners, and the consent of at least 80% of the first mortgagees of the Units (each mortgagee having one vote per Unit financed). All procedures, appraisals and disposition of proceeds following any termination of the CIC shall be governed by the applicable provisions of the Act.

21. Eminent Domain. The provisions of the Act shall apply to and govern any taking by eminent domain of any portion of the CIC.

22. Rights of First Mortgagees and Insurers and Guarantors of First Mortgages.

22.1 A holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request must state the name and address of the holder, insurer or guarantor and the Unit number subject to the mortgage held, insured or guaranteed) is entitled to receive timely written notice from the Association of:

22.1-1 Any proposed amendment to the Declaration, Articles of Incorporation or Bylaws resulting in a change in the boundaries of a Unit or a Limited Common Element; the percentage undivided interest in the Common Elements appurtenant to any Unit; any Unit's Common Expense Allocation; any change in the Limited Common Elements assigned to a Unit; number of votes in the Association allocated to any Unit; or any change in the use or uses to which a Unit or Common Element is restricted;

22.1-2 Any proposed termination of the CIC;

22.1-3 Any condemnation loss or any casualty loss which affects a material portion of the CIC or which affects the Unit subject to the holder's, insurer's or guarantor's mortgage;

22.1-4 Any delinquency in the payment of annual or special assessments by an owner of the Unit subject to the holder's insurer's or guarantor's mortgage where the delinquency is continued for a period of 60 days;

22.1-5 Any lapse, cancellation or material modification of the insurance provided for in Section 17.2; and

22.1-6 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

22.2 Each first mortgagee of a Unit or an insurer or guarantor of such first mortgagee shall have the right to examine the Project Documents, and the books, records and financial statements of the Association during normal business hours and shall have the right to receive an audited annual financial statement of the Association within 90 days following the end of any fiscal year of the Association.

23. Amendment. Except for amendments which the Declarant may execute to add Additional Real Estate to the CIC; amendments which Owners may execute to relocate the boundaries between adjoining Units pursuant to Minn. Stat. §515B.2-114; or a termination of the CIC pursuant to Minn. Stat. §515B.2-119, this Declaration, including the CIC Plat, may be amended only with the approval of the Owners of 67% percent of the Units and the mortgagees holding 51% of a recorded first mortgages against a Units, provided, however, that an amendment which creates or increases Special Declarant Rights, increases the number Units, changes the boundaries of any Unit, changes the Fractional Allocation of a Unit, changes Common Elements to Limited Elements or changes the authorized use of a Unit from residential to non-residential, requires the approval of all Owners and the approval of 51% of the holders of Eligible Mortgages. If any Unit is subject to a mortgage the VA guaranties, this Declaration may not be amended while the Declarant has the right to appoint the members of the Association's Board pursuant to Article III, Section 2 of the Bylaws without the written consent of the VA. Notwithstanding the preceding sentence, the consent of the VA is not required for amendments which a Declarant exercises pursuant to Section 9 of this Declaration to add Additional Real Estate to the CIC. The Owners and Mortgagees need not execute an amendment to evidence their approval. A certificate of the Association's secretary certifying that an amendment has received the approval of the required number of Owners and Mortgagees at a duly called meeting of the Members is prima facia evidence of that fact.

24. Compliance with Provisions and Attorneys' fees. The Association and each Owner, tenant or other person occupying a Unit must strictly comply with the provisions of the Project Documents. If the Association or an Owner, tenant or other person occupying a Unit does not strictly comply with the provisions of the Project Documents, the Association or an aggrieved Owner may commence an action against the Person who is not complying with the Project Documents to recover damages or to obtain injunctive relief. In any such action, the prevailing Person may recover his, her or its attorneys' fees and costs.

25. General Provisions.

25.1 Notices. Notices provided for in this Declaration and in the Act must be in writing and must be addressed to the Board or Association, at the address of the Association's registered office, or to an Owner, at the address of the Owner's Unit. Any Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above are effective upon hand delivery or upon mailing properly addressed with postage prepaid and deposited in the United States mail.

25.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class CIC.

25.3 Number, Gender. In construing the Project Documents, the singular shall be taken to include the plural, and masculine to denote the feminine wherever appropriate.

25.4 Covenants Running With the Land. All covenants described herein are covenants running with the land, and so long as the CIC is subject to the provisions of the Declaration, shall remain in full force and effect.

25.5 Conflicts. In the event of any conflict between this Declaration and one or more of the other Project Documents, the terms of this Declaration shall control.

25.6 Severability. If any provision of the Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

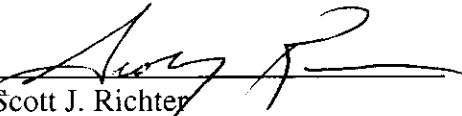
25.7 Failure to Enforce Not a Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

25.8 Master Association. The CIC is subject to a Master Association.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 28 day of March, 2002.

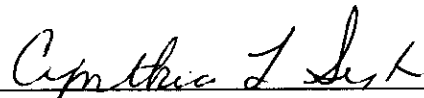
CENTEX HOMES, a Nevada General Partnership

By Centex Real Estate Corporation,
a Nevada corporation
Its General Partner

By 
Scott J. Richter
Its President, Minnesota
Division

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 28 day of March, 2002, by Scott J. Richter, the President, Minnesota Division, of Centex Real Estate Corporation, a Nevada corporation, a general partner of Centex Homes, a Nevada general partnership, on behalf of the corporation on behalf of the partnership.


Notary Public

Drafted by:
BRIGGS AND MORGAN, P.A.
2200 First National Bank Building
St. Paul, Minnesota 55101
(612) 223-6564
(TLB)

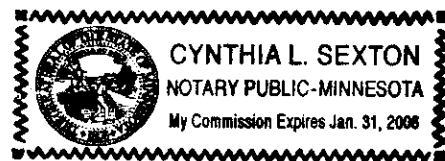


EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Lots 4, 5, 6, 25, 26, 27 and 61, Block 9, CLUB WEST, Anoka County, Minnesota according to the recorded plat thereof.

1349882v3

EXHIBIT B

LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

Lots 1 through 3, 7 through 24 and 28 through 60, Block 9, and Outlot X, CLUB WEST, Anoka County, Minnesota according to the recorded plat thereof.

TORRENS

Receipt # <u>2002 043251/20.50</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>4/8/02 12:45</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>2</u> of <u>3</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Recordability: <u>gk</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>20.50</u>	<input checked="" type="checkbox"/> Division <input type="checkbox"/> GAC
Well Certificate Received this Date: _____	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Refund Rec't # _____	<input type="checkbox"/> Other <input type="checkbox"/> No Change
Notes: _____	
From Cert. # <u>94410</u> A# of New Certs.: <u>0</u>	Comp. Entry _____
Tract Updated: _____ / _____	Comp. Complete _____

BK 2166 PG 94410 NO 94410

DOCUMENT NO. 395030.0 TORRENS
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON APR 08 2002
AT 12:45 PM AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF \$20.50 PAID.

RECEIPT NO. 2002043251
MAUREEN J. DEWANE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY GKE
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

395030.0 TORRENS
CENTEX HOMES
12400 WHITEWATER DRIVE
SUITE 120
MINNETONKA, MN 55343