

ST. FRANCIS CITY CENTRE VILLAS

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 31, T. 34, R. 24
BK 17 Torrens pg 29

KNOW ALL PERSONS BY THESE PRESENTS: That St. Francis Villas Development, L.L.C., a Minnesota limited liability company, owner and proprietor of the following described property, situated in the County of Anoka, State of Minnesota, to-wit:

Outlot A and Outlot B, ST. FRANCIS CITY CENTRE, according to the recorded plat thereof, Anoka County, Minnesota.

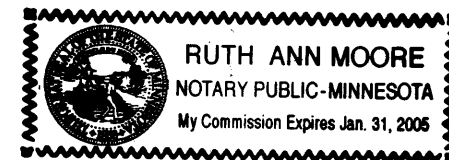
Has caused the same to be surveyed and platted as ST. FRANCIS CITY CENTRE VILLAS and does hereby dedicate to the public, for public use forever, the drainage and utility easements. In witness whereof said St. Francis Villas Development, L.L.C., a Minnesota limited liability company, has caused these presents to be signed by its proper officers this 11th day of September, 2001.

St. Francis Villas Development, L.L.C.

By [Signature] its Chief Manager

STATE OF MINNESOTA
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 11th day of September, 2001, by David P. Newman as Chief Manager of St. Francis Villas Development, L.L.C., a Minnesota limited liability company, on behalf of the company.



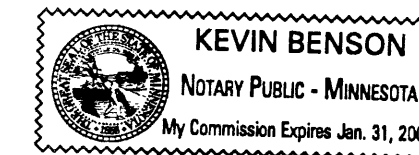
Ruth Ann Moore
Notary Public,
Anoka County, Minnesota
My Commission Expires: January 31, 2005

I hereby certify that I have surveyed and platted the property described on this plat as ST. FRANCIS CITY CENTRE VILLAS; 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 will be correctly placed in the ground as designated within one year after the recording date of this plat; that the outside boundary lines are correctly designated on the plat; and that there are no wet lands as defined in Minnesota Statutes 505.02, Subdivision 1, or public highways to be designated on said plat other than as shown.

[Signature]
Harold C. Peterson, Land Surveyor, License No. 12294

STATE OF MINNESOTA
COUNTY OF Hennepin

The foregoing Surveyor's Certificate was acknowledged before me this 5th day of September, 2001, by Harold C. Peterson, Minnesota License No. 12294.



[Signature]
Notary Public,
Hennepin County, Minnesota
My Commission Expires: January 31, 2005

CITY OF ST. FRANCIS

We hereby certify that the City Council of the City of St. Francis, Anoka County, Minnesota, duly accepted and approved the plat of ST. FRANCIS CITY CENTRE VILLAS at a regular meeting held this 6th day of August, 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 such comments and recommendations, as provided by Minn. Statutes, Section 505.03, Subd. 2.

By [Signature]
Mayor

By [Signature]
Clerk

Checked and approved this 18th day of OCTOBER, 2001.

By [Signature]
Anoka County Surveyor

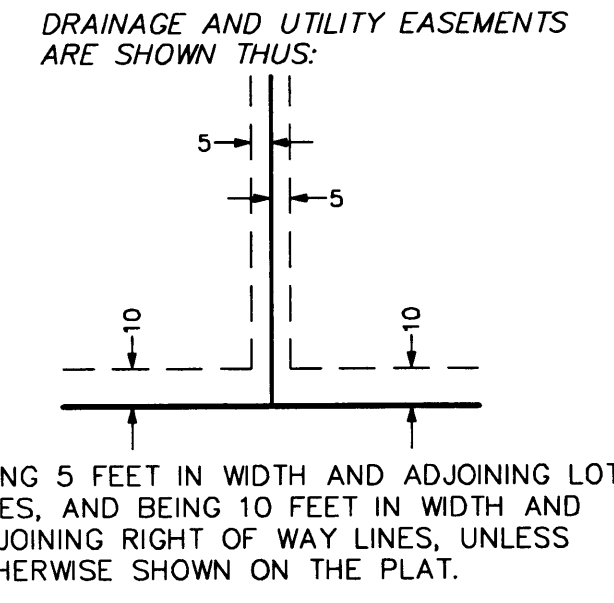
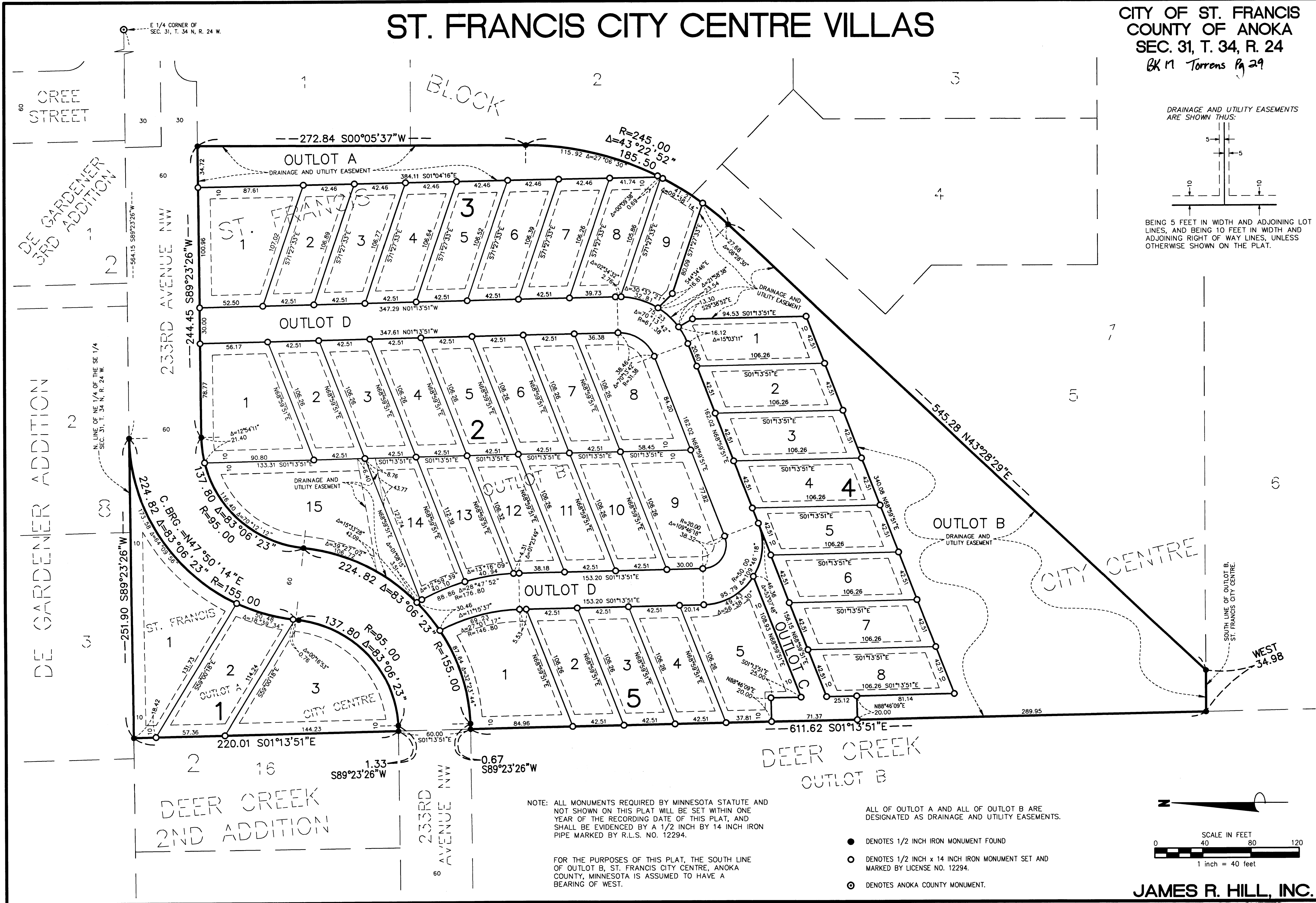


382631
Office of REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office on Oct 23, 2001 at 1 o'clock P.M.
Marlene J. Devine, Registrar of Titles
By TAP
Deputy Registrar of Titles

I HEREBY CERTIFY THAT THE CURRENT AND DELINQUENT TAXES ON THE LANDS DESCRIBED WITHIN ARE PAID AND THE TRANSFER IS ENTERED October 23, 2001
WALTER E. DEVINE
PROPERTY TAX ADMINISTRATOR
BY [Signature]
DEPUTY PROPERTY TAX ADMINISTRATOR

ST. FRANCIS CITY CENTRE VILLAS

CITY OF ST. FRANCIS
COUNTY OF ANOKA
SEC. 31, T. 34, R. 24
BK 11 Torrens Pg 29

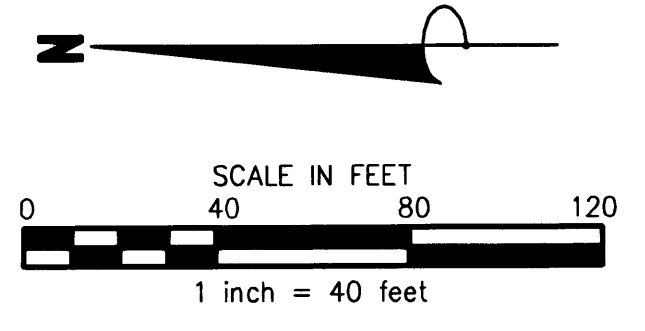


NOTE: ALL MONUMENTS REQUIRED BY MINNESOTA STATUTE AND NOT SHOWN ON THIS PLAT WILL BE SET WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAT, AND SHALL BE EVIDENCED BY A 1/2 INCH BY 14 INCH IRON PIPE MARKED BY R.L.S. NO. 12294.

FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF OUTLOT B, ST. FRANCIS CITY CENTRE, ANOKA COUNTY, MINNESOTA IS ASSUMED TO HAVE A BEARING OF WEST.

ALL OF OUTLOT A AND ALL OF OUTLOT B ARE DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS.

- DENOTES 1/2 INCH IRON MONUMENT FOUND
- DENOTES 1/2 INCH x 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 12294.
- ⊙ DENOTES ANOKA COUNTY MONUMENT.



382631

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: St. Francis CERTIFIED BY: 2 ON 10/23/01

MAP # 2545 PLAT BOOK: 17 OF Torrens PAGE 29

DOC. DATE: 9/11/01 NO. OF PAGES: 2 TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: St Francis City Centre Villas

LONG NAME: St Francis City Centre Villas

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
T	31.34.24.41.0019	1470973	N	St Francis Villas	free
T	— 41.0020	1470982	N	Development, LLC	
	see #380295 attached				

FILED BY: Hand Title PHONE: _____

TAXPAYER NAME: St Francis Villas

ADDRESS: 1521-94th Ln NE

CITY: Mps STATE: Mn ZIP: 55449

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1-3	1	0/c	A, B, C, D		
1-15	2	1-5	5		
1-9	3				39
1-8	4				44

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

DIV. NO.: _____ DIV. FEE: \$ 1210



TORRENS

Receipt # <u>101428/12699</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>10/23/01 13:00</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>1</u> of <u>1</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>595 + 1210^{CL}</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
Notes: _____	
From Cert. # <u>93954 A</u> # of New Certs.: <u>0</u>	Comp. Entry _____
Tract Updated: _____ / _____	Comp. Complete _____

BK 266 PG 93954 NO 93954

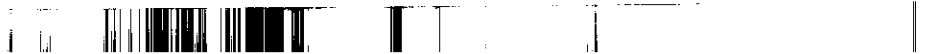
**DOCUMENT NO. 382631.0 TORRENS
ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **OCT 23 2001**
AT **1:00 PM** AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF **\$1269.50** PAID.

RECEIPT NO. 2001101428

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

382631.0 TORRENS
LAND TITLE INC
SUITE 200
1900 SILVER LAKE ROAD
NEW BRIGHTON, MN 55112



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: St Francis CHECKED BY: R ON 4.16.02

MAP # 2645 PLAT BOOK TYPE: _____

DOC. NO. OF TRACT
DATE: 4-12-02 PAGES: 19 BOOK: _____ PAGE _____

CIC
SHORT NAME: CIC NO 116 SF City Ctr Vill

LONG NAME: BY DECLARATION

A/T	PARENT PINS	THRU
T	31-34-24-41-0021	0064

A/T	PARENT PINS	THRU

DELINQUENT TAXES ARE PAID: INITIALS: Jep DATE: 4/16/02

DIV. NO.: _____

COMMON INTEREST COMMUNITY NUMBER 116

ST. FRANCIS CENTRE VILLAS,

A Planned Community

DECLARATION

THIS DECLARATION is made this 12 day of April, 2002 St. Francis Villas Development, LLC, a Minnesota limited liability company, and Monarch Homes, Inc. (hereinafter jointly referred to as the "Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act") , as amended.

WHEREAS, the Declarant is the fee simple owner of certain property in the City of St. Francis, County of Anoka, State of Minnesota, which is more particularly described as:

- Outlot A;
- Outlot B;
- Outlot C;
- Outlot D;
- Lots 1, 2 and 3, Block 1;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block 2;
- Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 3;
- Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 4; and
- Lots 1, 2, 3, 4 and 5, Block 5, St. Francis City Centre Villas, according to the recorded plat thereof, Anoka, County, Minnesota,

(the "Property" or "Properties"), which Declarant intends to develop for residential uses; and

WHEREAS, Declarant desires that all of the Property shall be subject to certain uniform covenants, conditions and restrictions; and

NOW, THEREFORE, Declarant hereby declares that all the Properties described above shall be held, sold, and conveyed subject to the Act and the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefits of each owner thereof.

**ARTICLE I.
DEFINITIONS**

Section 1. "Association" shall mean and refer to St. Francis City Centre Villas Homeowner's Association a corporation formed under Chapter 317A, Minnesota Statutes, its successors and assigns which shall be a planned community.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the owner of the Lot if: (1) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (2) the vendee shall furnish proof of such delegation to the Association.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any separately identified plot of land shown upon any recorded subdivision map or plat of the Properties which is intended to be sold to the ultimate buyer as a separate property. Where appropriate, reference to "Lot" shall include all structures located upon a Lot. The boundaries of each Lot and the unit identifier of each Lot shall be shown on the C.I.C. Plat.

Section 5. "Declarant" shall mean and refer to St. Francis Villas Development, LLC, a Minnesota limited liability company.

Section 6. "Dwelling" shall mean and refer to a building consisting of one or more floors, designed and intended for occupancy as a single family residence and located within the boundaries of a Unit.

Section 7. "Eligible Mortgagee" shall mean any person owning a mortgage on any Lot, which mortgage is first in priority to any other mortgages that encumber such Lot, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

Section 8. "Act" shall mean the Minnesota Common Interest ownership Act, Minn. Stat. Sect. 515B.1-101, et seq.

Section 9. "C.I.C. Plat" or "Plat" shall mean the plat of St. Francis City Centre Villas recorded in the offices of the County Recorder, Anoka County, Minnesota.

Section 10. Definitions Incorporated. Except as otherwise specified in this Declaration, the terms used in this Declaration which are defined in the Act shall have the same meaning as they have in the Act.

Section 11. Statutory Requirements. In accordance with the requirements of Section 515B.2-105 of the Act, the Declarant hereby states the following:

1. The number of the Common Interest Community created hereby is the number set forth on the first page of this Declaration.
2. The name of the Association is St. Francis City Centre Villas Homeowner's Association. The Association has been incorporated pursuant to the provisions of Minnesota Statutes Chapter 317A.
3. The legal description of the Property included within the common interest community created hereby (including all appurtenant easements) is set forth above.
4. The description of the boundaries of each Lot subject to this Declaration, including the unit identifier number for each Lot, is set forth on the Plat, which plat has been filed of record with the office of the Anoka County Recorder and is hereby incorporated herein by reference.
5. The allocated interests are assigned equally to each Lot, subject to the provisions of the Declaration. Each Lot shall have one vote in the affairs of the Association. Except as provided in Article III, Section 6 (relating to the Alternative Assessment Program) or as permitted in the Act, each Lot shall share the Common Expenses equally.
6. The common interest community created hereby shall consist of 40 Lots, all of which shall be restricted to residential use.
7. No additional units may be created by the subdivision or conversion of Lots.
8. The use restrictions to which the Lots are subject are located in Articles VI and VII hereof. There is no restriction on the sale price of a unit. The amount to be received upon the condemnation, casualty loss or termination of the common interest community are set forth in Article X, Article IX; and Article XIV, respectively.
9. Time shares are not permitted.
10. Matters relating to Special Declarant Rights are contained in Article XII hereof. Matters relating to assessments for Common Expenses are contained in Article III hereof. There are limited common elements.
11. The common elements shall consist of Outlots A, B and D as identified in the Plat of St. Francis City Centre Villas. Matters relating to assessments for common expenses are contained in Article III hereof.
12. The limited common elements shall consist of Outlot C as identified in the Plat of St. Francis City Centre Villas. Matters relating to assessments for common expenses are contained in Article III hereof.

**ARTICLE II
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person is

an Owner of a Lot, all such persons shall be members of the Association, but multiple ownership of a Lot shall not increase the voting rights allocated to such Lot nor authorize the division of the voting rights.

Section 2. Voting rights and Common Expense obligations are allocated equally among the Lots; except that special allocations of Common Expenses shall be permitted as provided in this Declaration and except for the alternative expense allocation as provided in this Declaration.

Section 3. The ownership of a Lot shall include the voting rights and Common Expense obligations described in Article II, Section 2. Said rights, obligations and interest, and the title to the Lots, shall not be separated or conveyed separately. The allocation of the rights, obligations and interest described in, this Section may not be changed except in accordance with this Declaration, the Bylaws and the Act.

Section 4. The Owner, or some natural person designated as proxy on behalf of the Owner, and who need not be an owner, may cast the vote allocated to such Lot at meetings of the Association; provided, that if there are multiple Owners of a Lot, only the Owner or other person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more specifically described in the Bylaws.

ARTICLE III. COVENANT FOR COMMON EXPENSE AND INSURANCE PREMIUM ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract for deed therefore, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association:

1. general monthly assessments or charges;
 - a. a common expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited, on basis of (a) equality, (b) square footage of the area being maintained, repaired or replaced, or (c) the actual cost incurred with respect to each Lot.
2. assessments for insurance premiums, which may be assessed in proportion to value, risk or coverage;
3. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
4. assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association, which assessments may be levied only against the Lots existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
5. assessments for fees, charges, late charges, fines and interest.
6. assessments for maintenance, repair, replacement or services described in Article V.

The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and if more than one person was an Owner then such obligation shall be joint and several. The personal obligation for delinquent assessments shall not pass the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the purposes of the Association as set forth in Article IV and V.

Section 3. Limitation on Assessments. Commencing on January 1 of the year immediately following the conveyance of the first lot to an Owner other than Declarant, the maximum monthly general assessment to an Owner and the Owner's Lot shall be \$75.00 per Lot.

1. From and after January of the year immediately following the conveyance of the first lot to an Owner other than a Declarant, the maximum monthly general assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership of the Association.

2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than a Declarant, the maximum monthly general assessment may be increased by 10% or more by a vote of Owners representing 2/3 of the Lots who are voting in person or by proxy, at a meeting duly called for this purpose.

3. The Board of Directors of the Association may fix the monthly general assessment at an amount not in excess of the maximum, and the Board of Directors of the Association may modify the monthly assessment upward or downward from time to time, but in no event upward beyond the maximum permitted by this Section. Written notice of any modification of the monthly general assessment shall be sent to every Owner subject hereto.

Section 4. Special Assessment for Capital Improvements. In addition to the monthly general assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Owners not less than 21 days nor more than 30 days in advance of an annual meeting or not less than 7 days nor more than 30 days in advance of a special meeting. At the first such meeting called, the presence of members or of proxies entitled to cast more than 50% of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be ½ of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment: Alternative Assessment Program. Both general monthly and special assessments on all Lots must be fixed at a uniform rate, except vacant Lots which shall be assessed at 25% of the established assessment rate except:

1. no assessments shall be made against any Lot which is a parcel of real estate which is not intended for separate ownership or occupancy.
2. any Lot owned by Declarant and which is not exempt from assessment by Article III, Section 6 (1) shall be assessed at 25% of the established assessment rate, until such time as a certificate of occupancy is issued by the City of St. Francis, Minnesota.
3. this alternative assessment program shall have no effect on the level of services for items set forth in the Association's budget.

Monthly and/or special assessments may be collected on a monthly, bi-monthly or quarterly basis at the discretion of the Association.

Section 7. Date of Commencement of Assessments: Due Dates. The general monthly assessment provided for herein shall commence as to all Lots when levied by the Board of Directors of the Association. Notwithstanding the foregoing to the contrary, any Lot owned by Declarant shall be assessed pursuant to the alternative assessment program set forth in Article III, Section 6.

The first general monthly assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such assessments against each Lot at least thirty (30) days in advance of each monthly assessment period. Written notice of such assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments of a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment to any Member not paid within 30 days after the due date shall bear interest from the due date at a rate of 8% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the Lien against the Property. Such Lien may be foreclosed in the same manner as a mortgage pursuant to Minnesota Statutes, Chapters 580, 581 or 582, as amended, and the Association shall be entitled to recover interest at the rate of 8% per annum and its costs, expenses and disbursements, including reasonable attorney's fees, incurred in such foreclosure. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of the Owner's Lot. If the Association has provided for monthly, bi-monthly or quarterly installment payments of assessments, the Association may accelerate and the Owner shall pay the unpaid balance of an annual installment if the Owner has failed to pay any monthly, bi-monthly or quarterly installment within 30 days after the due date of a monthly or quarterly installment. The annual assessment shall be the monthly assessment multiplied by twelve.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, except as provided in the Act. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Limited Common Elements. Outlot C, as identified in the Plat of St. Francis City Centre Villas, is designated for the exclusive use of the unit owners of the units to which said common element is allocated; Outlot C is allocated to Lots 5, 6, 7 and 8, Block 4. Such allocation shall not exempt owners of said lots from the provisions of Article III as to the Common Elements. The owners of said units shall be subject to additional assessments, if any, which are necessary for any additional maintenance and care of Outlot C, consistent with the guidelines and requirements set forth herein.

ARTICLE IV. DUTIES OF ASSOCIATION

Section 1. Duties.

1. The Association shall enforce the covenants, conditions and restrictions set forth herein and any amendments hereto and any rules and regulations adopted by the Association.
2. The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

ARTICLE V. MAINTENANCE

Section 1. Maintenance by Association. For the purposes of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for exterior maintenance upon the Dwelling in each Unit that is subject to assessment as follows: exterior painting, replace or repair roofs, gutters, downspouts, garage door (except hardware), exterior stucco, brick and other building surfaces, (ii) provide for lawn, shrub and tree maintenance on all Units, including watering; and (iii) provide for snow removal from driveways, walkways and parking areas for all Units. The Association's obligation to maintain exterior building surfaces shall exclude patios, decks, entry doors, door hardware, air conditioning equipment and any glass used throughout the Unit, and any other items not specifically referred to in this Section. The Association shall have easements as described in Article VIII to perform its obligations under this Article V.

Section 2. Contract for Trash Removal. The Association may contract with a single provider for the removal and disposal of garbage, trash and other solid waste from all Lots in accordance with this Declaration. Each Owner shall be obligated to pursue such services from the provider designated by the Association upon the terms, conditions and rates negotiated by the Association. Any charges imposed by the provider designated by the Association shall be paid by the Association and shall be included in the general assessments to Owners. In the event that any Owner requests any services not included within the basic/general charges of the provider, the owner, upon written demand by the Association, shall reimburse the Association for any charges for such services, plus all related costs, including interest, attorney fees and administrative charges of the Association, and if not paid by Owner, such charges shall be a lien against the Lot. Any charge, lien or claim pursuant to this Article shall not be subject to any maximum increase in general assessments.

Section 3. Optional Maintenance by Association. In addition to the maintenance described 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 purposes, undertake to provide additional exterior maintenance to the Units or Dwellings, or maintenance of water and sewer systems within the Units.

Section 4. Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 1, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. However, the Owners and occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance which the responsible owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof.

Section 5. Damage Caused by Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so), and the cost thereof may be assessed against the Unit of the Owner responsible for the damage.

ARTICLE VI. ARCHITECTURAL CONTROL

Section 1. Structures. No building, pool, fence, wall, deck or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board.

Section 2. Approval. In the event said Board of Directors, or its designated architectural committee, fails to approve or disapprove such design and location, or planting, of any item within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 3. Declarant's Rights. Except as prohibited by law, Declarant shall be exempt from architectural control as described in this Article with respect to construction in connection with initial sales of units owned by Declarant.

ARTICLE VII ADDITIONAL RESTRICTIONS; RULES AND REGULATIONS

Section 1. Additional Restrictions

1. No lot shall be used except for residential purposes, except that Declarant or its assignees shall be entitled to maintain model homes and other sales facilities upon the Lots. Such right may be assigned in whole or in part to any other builder that purchases one or more Lots from Declarant.

2. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, and/or one sign of not more than five (5) square feet advertising the property for sale, except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the Property until the Declarant conveys the last Lot.

3. The Association, through its Board of Directors, may in its discretion adopt rules and regulations prohibiting or permitting the keeping of animals on the Lots.

4. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be stored in the garage, except for the day the waste removal agent is disposing of waste. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time either temporarily or permanently.

7. No trailers, boats, buses, motor homes, campers, snowmobiles or other types of recreational vehicles shall be parked on any Lot for more than 48 consecutive hours unless such vehicle is parked within a garage located on such Lot. However, the Board of Directors of the Association may grant permits to park such vehicles on Lots for limited periods of time not to exceed fourteen (14) days in any twelve (12) month period.

8. No aerial, antenna or satellite dish which is (i) over four feet in height, as measured from the point on any structure to which the aerial, antenna or satellite dish is affixed; (ii) more than one meter in diameter; (iii) not attached to a dwelling unit, or (iv) of a color not approved by the Association, shall be permitted on any Lot.

9. No abandoned motor vehicle as defined in Minnesota Statutes Section 168B.02, subdivision 2, as amended from time to time, shall be permitted to remain upon the streets or driveways or on any Lot or parking area herein. The Association shall have the right to remove any such vehicle at any time, and assess the costs of such removal against the Lot which is owned or occupied by the person in control or possession of such vehicle.

10. No Lot may be leased for transient or hotel purposes. Any lease of any lot shall be in writing which shall be expressly subject to the Act, this Declaration and any Rules and Regulations adopted by the Association and which provide that any violation of the Act, this Declaration and any Rules and Regulations shall be a default under the lease. No time shares shall be created with respect to any Lot.

Section 2. Rules and Regulations. The Association may adopt, amend and revoke rules and regulations not inconsistent with the Amended and Restated Declaration of the Master Association, the rules and regulations of the Master Association, the Articles of Incorporation, Bylaws or this Declaration of the Association as follows:

1. regulating the use of the Common elements, if any;
 2. regulating the use of Lots and conduct of living unit occupants, which may jeopardize the health, safety and welfare of other occupants, which involve noise or other disturbing activity, or which may damage other living units;
 3. regulating or prohibiting animals;
 4. regulating conduct which may damage the common interest community;
 5. regulating the exterior appearance of the common interest community;
 6. implementing the Articles of Incorporation, Bylaws or Declaration of the Association;
- and
7. other rules facilitating the operation of the common interest community. After notice and an opportunity to be heard, the Association may impose reasonable sanctions, including the levying of reasonable fines, for violations of this Declaration, Bylaws and Rules and Regulations of the Association.

ARTICLE VIII. EASEMENTS

Section 1. In addition to the easements, covenants, restrictions and conditions herein, all Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the Properties or for the limited benefit of specified adjoining Lots, all as more fully set forth hereinafter in this Article. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any utilities or which may, change the flow or drainage channels within the easements or which may obstruct, retard or change the flow of water through drainage easements. The easement area of each Lot and all improvements therein shall be maintained continuously by the owner of the lot, except for improvements which are the responsibility of a public authority or utility company.

Section 2. Utility Easements. The Association or its proper representatives shall have the right of free access to any Lot for the purpose of maintaining any utility service to any Lot on the Properties. Each Lot is hereby made subject to easements for all utilities as constructed.

Section 3. Easements for Encroachment. In the event that any buildings or other structures originally constructed by the Declarant or constructed or erected thereafter on any Lot encroachment shall hereafter arise because of settling or shifting of the building or other cause, an exclusive easement appurtenant to said encroaching Lot for such encroachment and the maintenance thereof shall exist.

Section 4. Easement for Association Maintenance. Declarant hereby grants an easement in favor of the Association over and across each Lot, including driveways, for the purpose of the Association performing its maintenance and other duties hereunder.

Section 5. Easement for Mailboxes. Declarant hereby grants an easement over each Lot on which a mail box facility is located in favor of the owners of all Lots served by such mail box facility for purposes of access to the mailbox facility.

ARTICLE IX. INSURANCE

Section 1. Required Insurance. The Association may obtain and maintain, in its discretion, a master policy of insurance in accordance with the insurance requirements as set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

1. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery) . The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer or service, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.

2. Comprehensive public liability insurance covering the use, operating and maintenance of the Property, with minimum limits of \$1,000,000 per occurrence, against claims or death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or occupants. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.

3. Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase, or financing of a mortgage on a Unit.

The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force or (ii) a sum equal to three months aggregate assessments on

all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

4. Worker's Compensation insurance as required by law.
5. Directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.
6. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

Section 2. Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as a Common Expense. The insurance need not cover improvements and betterments to the Units installed by owners, but if improvements and betterments are covered, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to a unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

Section 3. Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

Section 4. Waivers of Subrogation. All policies of insurance shall contain waivers of subrogation by the insurer against the Association, or an Owner, members of the Owner's household, officers or directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

Section 5. Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least thirty (30) days prior written notice to the Association, to the FHA or FNMA (if applicable) all of the insureds and all eligible Mortgagees.

Section 6. Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

Section 7. No Contributions. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by owners or their Eligible Mortgagees.

Section 8. Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

Section 9. Owner's Personal Insurance. Unless the Association elects to obtain a master policy of insurance meeting the requirements set forth herein, each Owner shall insure all improvements on his/her respective lot(s), whether now in existence or subsequently erected, against any hazards, casualties and contingencies, including fire. This insurance shall be maintained in an amount sufficient to reconstruct the improvement on the lot. Owners shall also insure all improvements on his/her lot against flood if reasonably required by the Association. All insurance shall be carried with companies approved by the Association. The insurance policies and any renewals shall be held by the Association and shall include loss payable clauses in favor of, and in a form acceptable to the Association.

Owners shall deliver to the Association, prior to purchase of a Lot, a Certificate of Insurance naming Association as additional insured; such policy shall require (30) days written notice to the Association before cancellation can be effected.

In the event of loss, Owner shall give Association immediate notice by mail. The Association may make proof of loss if not made promptly by Owner.

**ARTICLE X.
RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN**

Section 1. Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Article XI, Section 10.

Section 2. Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided, that notice shall be given pursuant to Article XI, Section 10. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

Section 3. Notice. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to an Eligible Mortgagee pursuant to Article XI, Section 10.

**ARTICLE XI.
RIGHTS OF ELIGIBLE MORTGAGEES**

Section 1. Consent to Certain Amendments. The written consent of eligible mortgagees representing at least fifty-one (51.0%) percent of the Lots that are subject to first mortgages held by Eligible Mortgagees, (based upon one vote per first mortgage owned) , shall be required for any amendment to this Declaration, Articles of Incorporation or Bylaws of the Association which causes any change in the following:

1. voting rights;
2. increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or priority of assessments liens;
3. reductions in reserves for maintenance, repair and replacement;
4. responsibility for maintenance and repairs;
5. reallocation of interests in the Common elements or right to their use, if any;
6. redefinition of any Lot boundaries;
7. convertibility of Lots into Common elements or vice versa, if any;
8. expansion of the Property or the addition or withdrawal of property to or from the Property;
9. hazard or fidelity insurance requirements;
10. leasing of Lots;
11. imposition of any restrictions on the leasing of Lots;
12. restoration or repair of the Property, (after a hazard damages or partial condemnation) in a manner other than that specified in the Declaration;
13. any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or
14. any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages.

Notwithstanding the foregoing, implied approval of a proposed amendment shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail with a return receipt.

Section 2. Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven (67.0%) percent of the Lots that are subject to first mortgages,

(based upon one vote per first mortgagee) shall be required to abandon or terminate the common interest community, subject to any greater requirements contained in the Act.

Section 3. Consent to Subdivision. No Lot may be partitioned or subdivided without the prior written approval of the Owner, Eligible Mortgagee thereof, and the Association.

Section 4. No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Lot shall not be subject to any right of first refusal or similar restrictions.

Section 5. Priority of Lien. Any holder of a first mortgage on a Lot or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Lot by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Lot free of any claims for unpaid assessments or other charges or liens imposed against the Lot by the Association which have accrued against such Lot prior to acquisition of possession of the Lot by said first mortgage holder or purchaser;

1. except as provided in Article III, Section 9;
2. except as provided in the Act; and
3. except that any unpaid assessments or charges with respect to the Lot may be reallocated among all Lots in accordance with their interests in Common elements.

Section 6. Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Lots and not the Property as a whole.

Section 7. Priority for Condemnation Awards. No provisions of the Declaration or the Articles of Incorporation or Bylaws of the Association shall give an owner, or any other party, priority over any rights of the Eligible Mortgagee of the Lot pursuant to its mortgage in the case of a distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the Lot. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

Section 8. Management Agreements. The term of any agreement for professional management of the Property may not exceed two (2) years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party:

1. with cause upon thirty (30) days prior written notice; and
2. without cause, upon sixty (60) days prior written notice.

Section 9. Access to Books and Records. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by FNMA or any institutional guarantor or insurer of a mortgage loan against a Lot

for an audit of the Association's financial statements, the Association shall cause an audit to be made and deliver a copy to the requesting party.

Section 10. Notice Requirements. Upon written request to the Association, identifying the names and address of the holder, insurer or guarantor of a mortgage on a Lot, and the Lot number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

1. a condemnation loss or any casualty loss which affects a material portion of the Property of the Unit securing the mortgage.
2. a 60-day delinquency in payment of assessments or charges owed by the owner of a Lot on which it holds a mortgage.
3. a lapse, cancellation or material modification of any insurance policy maintained by the Association.
4. a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

ARTICLE XII. SPECIAL DECLARANT RIGHTS

Section 1. Period of Declarant Control. Notwithstanding anything in this Declaration or the Association Bylaws to the contrary, St. Francis Villas Development, LLC ("SFVD"), shall have the right to control the management and affairs of the Association until the earlier of the following events:

1. 60 days after the conveyance of seventy-five (75%) percent of the Lots to Lot Owners other than SFVD, or
2. five years from the date of the recording of this Declaration.

During this period of Declarant Control, SFVD, subject to the Bylaws, shall have the sole right to appoint, remove and replace the officers and directors of the Association. Notwithstanding the foregoing, the Owners other than SFVD shall have the right to nominate and elect not less than 33 1/3% of the directors at a meeting of the Owners which shall be held within 60 days following the conveyance by SFVD of 50% of the Lots authorized to be included in the Common Interest Community.

Section 2. Maintenance of Sales Offices. Notwithstanding anything herein to the contrary, so long as SFVD owns an interest in a Lot, SFVD may maintain advertising signs on any part of the Common elements, if any, and sales offices, management offices and model units in any Lots or in or on any part of the Common elements, if any, and such sales offices and model units may be relocated by SFVD, or its assignees from time to time. There shall be no limit on the number or location of such offices or model units.

Section 3. Easements in Favor of SFVD. Notwithstanding any provisions contained herein to the contrary, so long as construction and initial sale of Lots shall continue, SFVD shall have any easement over and across the Common element, if any, for the purpose of carrying out its sales activities and for the purpose of completing the construction on any Lots, including without limitation the right of vehicular ingress and egress, vehicular parking, material storage, and the maintenance of

business offices, signs, model units, and sales offices, and SFVD shall have an easement for access to such facilities; provided, however, that SFVD shall promptly restore any damage to the Common elements by reason of any construction incident to the foregoing. This Section may not be amended without the express written consent of SFVD.

Section 4. Declarant Control of Architectural Control Committee. Until the last lot has been sold, Declarant shall have the sole right to determine the members of the Architectural Control Committee.

ARTICLE XIII. FLEXIBLE ASSOCIATION

Section 1. Flexible Association. This Association is a flexible common interest community. Declarant may add additional real estate to the Association at any time or times within one (1) year from the date of recording of this Declaration.

Section 2. Additional Real Estate. Declarant may add to the Common Interest Community all or any part of the real estate, at any time or times within one (1) year after the recording of this Declaration. The real estate to be added to the Common Interest Community shall be restricted to residential uses. All restrictions contained in the Declaration relating to the use, occupancy and alienation of Lots shall be applicable to the Lots added to the Common Interest Community. Such restrictions shall not apply to any additional real estate which is not added to the Common Interest Community. Any buildings and living units erected upon the additional real estate, when and if added, shall be compatible with the other buildings and living units in the Common Interest Community in terms of architectural style, quality of construction, principal materials employed in construction and size.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall be perpetual. This Declaration may be amended by an instrument signed by the Owners representing Lots to which not less than 67% of votes have been allocated. Any amendment must be recorded.

Section 4. Annexation. Additional residential or commercial property and Common elements may be annexed to the property with the consent of SFVD or seventy-five percent (75%) of the votes of the members.

Section 5. FHA/VA. If the Property has been approved for VA/FHA loans or loan guarantees, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs during any period of declarant control: annexation of additional properties, dedication of Common elements and amendment of this Declaration.

Section 6. Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against the Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

Section 7. Conflicts Among Documents. In the event of any conflict among the provisions of the Act, this Declaration, the Bylaws of the Association or any Rules and Regulations adopted by the Association, the documents shall control in the following order of priority:

1. the Act;
2. this Declaration;
3. the Bylaws; and
4. the Rules and Regulations.

Section 8. Interpretation. Any terms which are not specifically defined herein, shall have the meaning set forth in the Act. The singular shall be deemed to include the plural wherever appropriate and each reference to a male pronoun shall include the female and neutral; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several.

Section 9. Dissolution. The common interest community created by this Declaration may only be terminated with the assent given in writing and signed by not less than the Owners holding eighty percent (80%) of the votes of the Association and eighty percent (80%) of the Eligible Mortgagees (each mortgagee having one vote for each Lot financed).

Upon termination of the common interest community, after payment of all the debts and obligations of the Association, all Lots, Common elements, if any, and Association property shall be administered in accordance with the provisions of the Act.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

St. Francis Villas Development, LLC

By: [Signature]

Its: CHIEF MANAGER

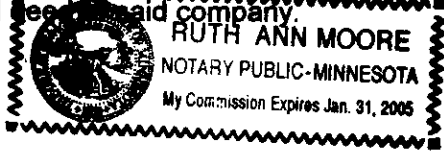
Monarch Homes, Inc.

By: [Signature]

Its: PRES

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

On this 12th day of April, 2002, before me, a Notary Public within and for said County, personally appeared David P. Newman, the Chief Manager of **St. Francis Villas Development, LLC**, a Minnesota limited liability company, who acknowledged the foregoing instrument to be the free act and deed of said company.



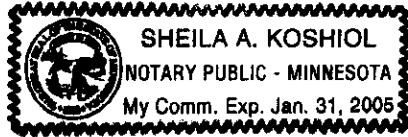
[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Shelburne)

On this 16th day of April, 2002, before me, a Notary Public within and for said County, personally appeared Brad Fritton, the President of **Monarch Homes, Inc.**, a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Steven J. Lodge, #256146
Nash & Lodge, PLLP
Attorneys at Law
222 Monroe St.
Anoka, MN 55303
(763) 712-4847
FAX (763) 712-1015



TORRENS

Receipt # <u>047496/589</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>4/16/02 15:00</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>1</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>589</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>See below</u> # of <u>all A</u>	Comp. Entry _____
Tract Updated: _____	Comp. Complete _____
Typ. _____	

DOCUMENT NO. 395762.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON APR 16 2002 AT 3:00 PM
AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF 589.50 PAID.

RECEIPT NO. 2002047496

MAUREEN J. DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BK 266 PG 94435 NO 94435
266 94779 94779
266 94780 94780
266 95380 95380

395762.0 TORRENS
NASH & LODGE ATTORNEYS
222 MONROE ST
ANOKA, MN 55303