

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.

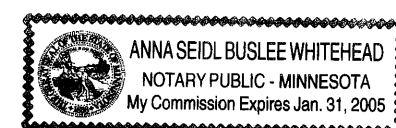
Have caused the same to be surveyed and platted as CLUB WEST and do hereby donate and dedicate to the public for public use forever the avenues, lane, streets, parkway, highway and easements for drainage and utility purposes only. Also dedicating to the County of Anoka the right of access onto County 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
Robert M. Wachholz as President/Manager

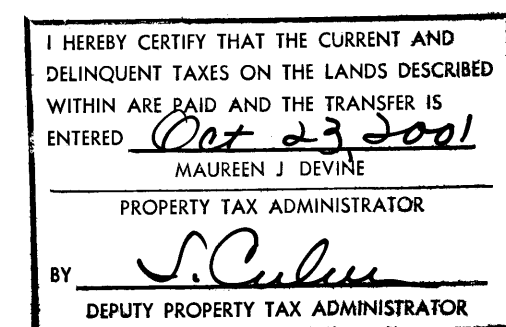
CENTEX HOMES
Scott J. Richter
Scott J. Richter as Division President of CENTEX Real Estate Corporation, a Nevada Corporation, its managing General Partner.

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.

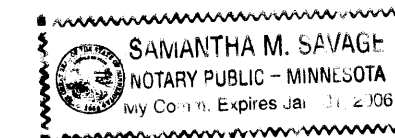


Anna Seidl Buslee Whitehead
Notary Public, Hennepin County, Minnesota
My Commission Expires January 31, 2005



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



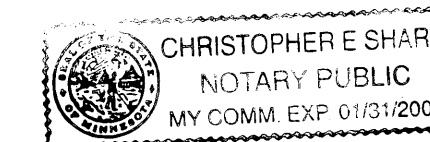
Samantha M. Savage
Notary Public, Scott County, Minnesota
My Commission Expires January 31, 2006

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
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.



Christopher E. Sharp
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.

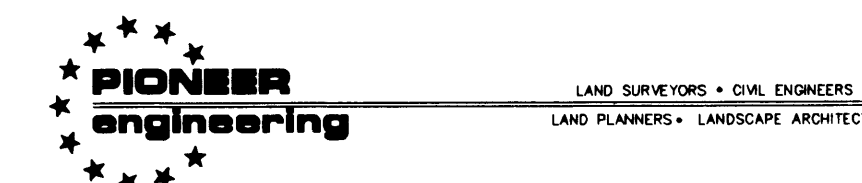
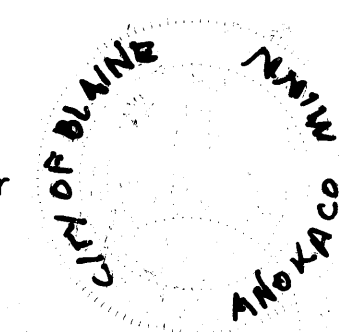
By: James R. Ryan, Mayor By: James M. Hall, Clerk

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

By: Lucy D. Horn, Deputy
Anoka County Surveyor

382664

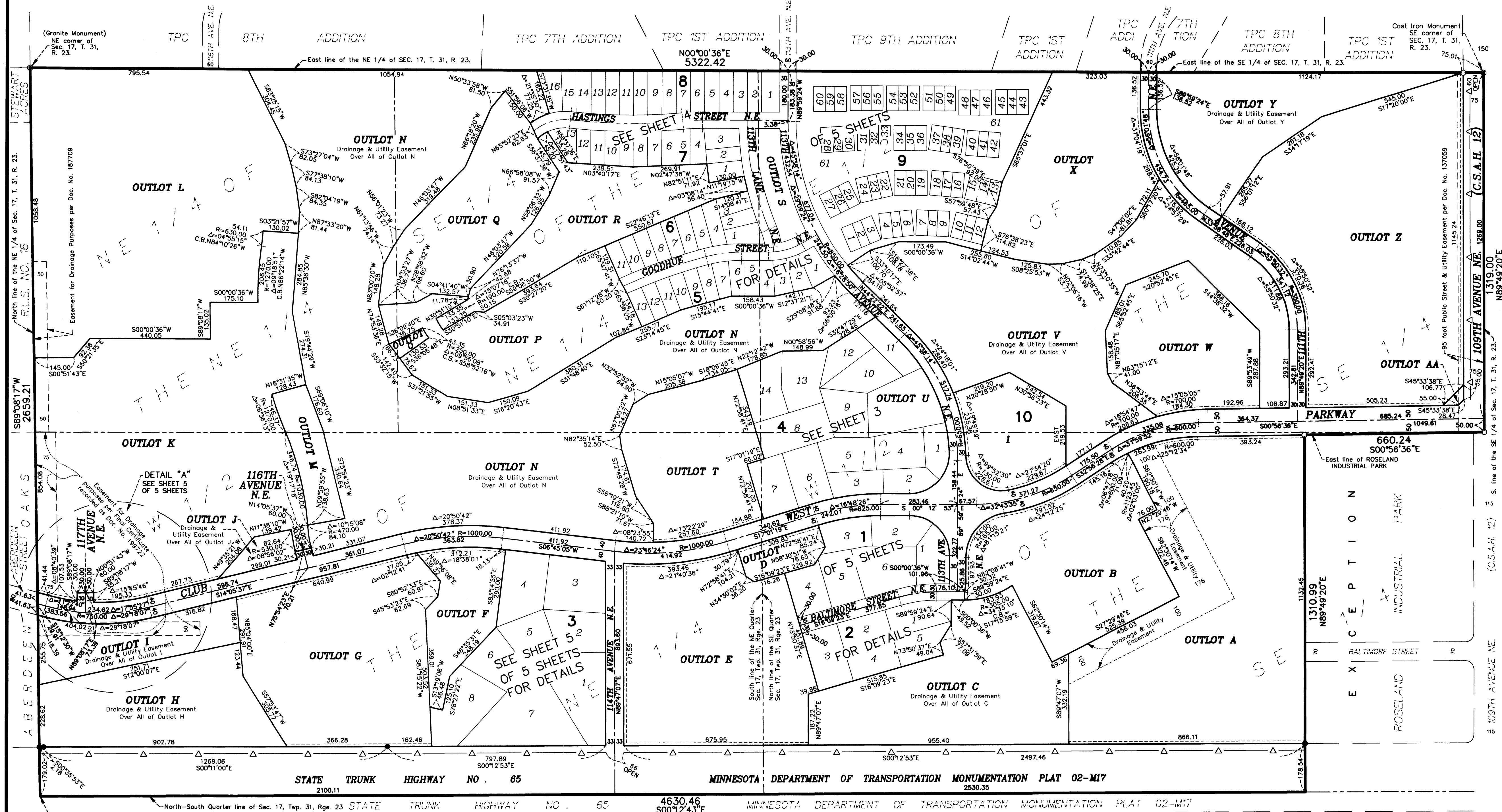
Office of REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office on Oct 23, 2001 at 4:30 o'clock PM
Maureen J. Devine, Registrar of Titles
By: MAJ
Deputy Registrar of Titles



CLUB WEST

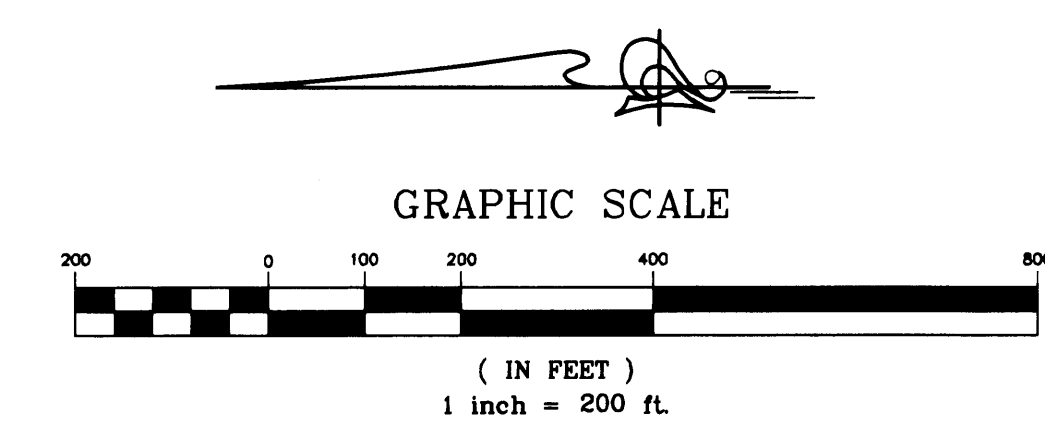
OFFICIAL FLAT

CITY OF BLAINE
 COUNTY OF ANOKA
 SEC. 17, TWP. 31, RGE. 23
 8x17 Torns P33



North-South Quarter line of Sec. 17, Twp. 31, Rge. 23

NW corner of the NE 1/4 of Sec. 17, Twp. 31, Rge. 23



- △— 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

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.

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.

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

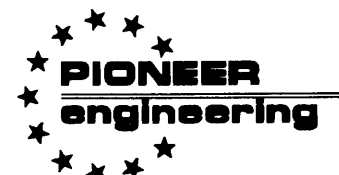
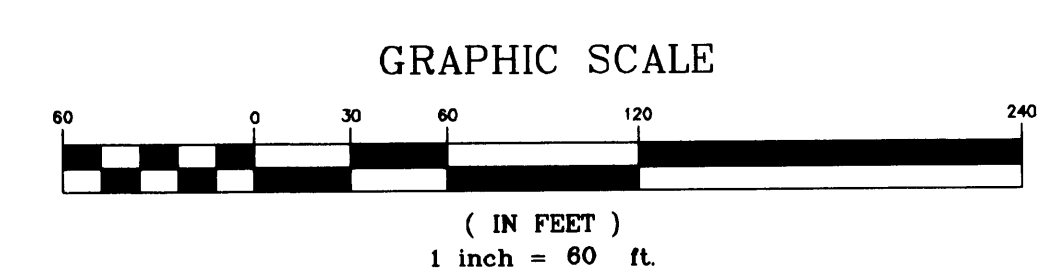
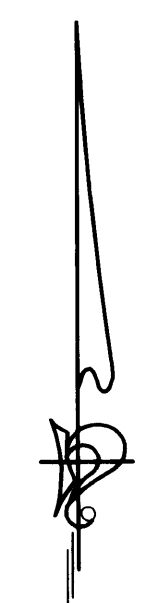
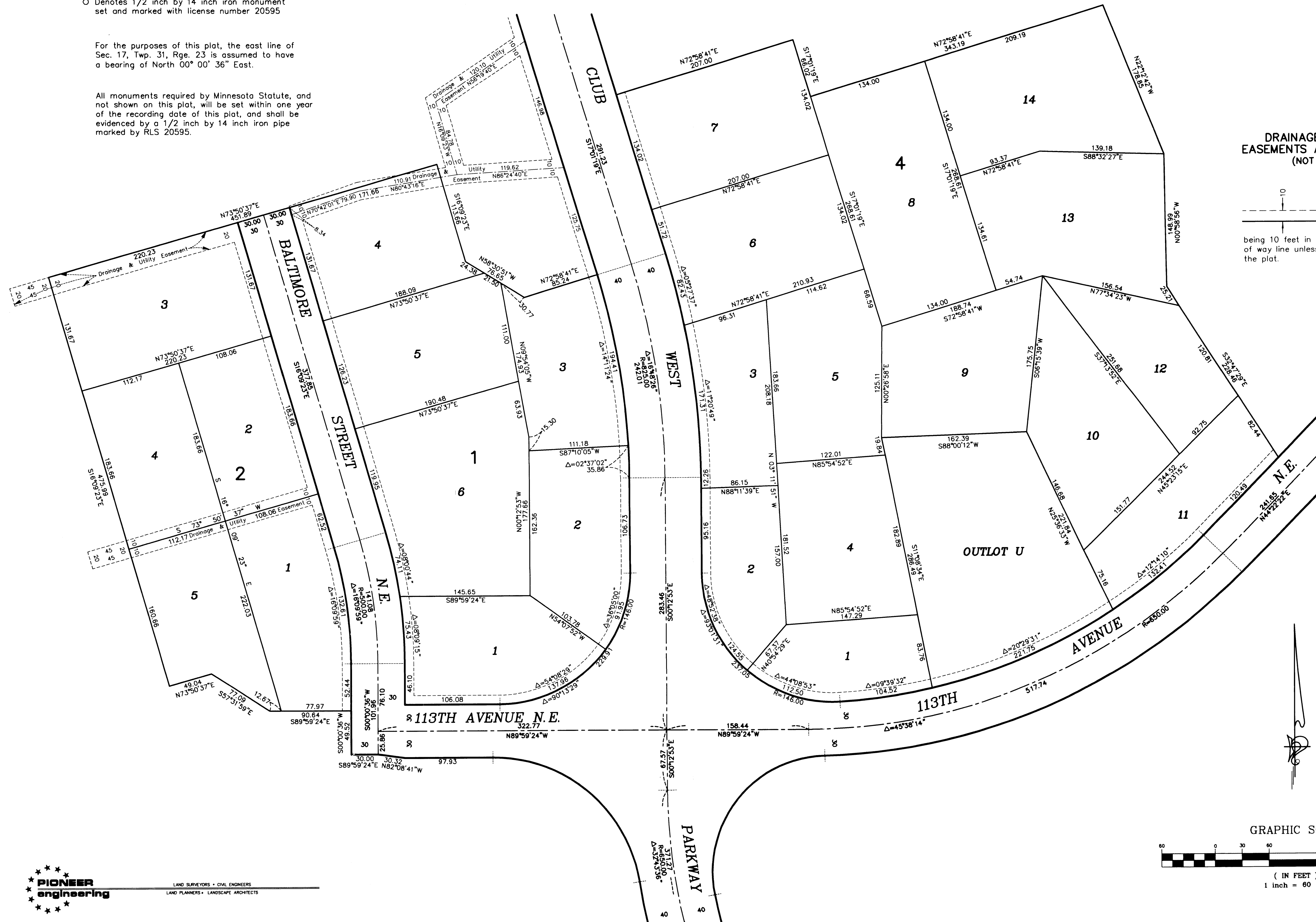
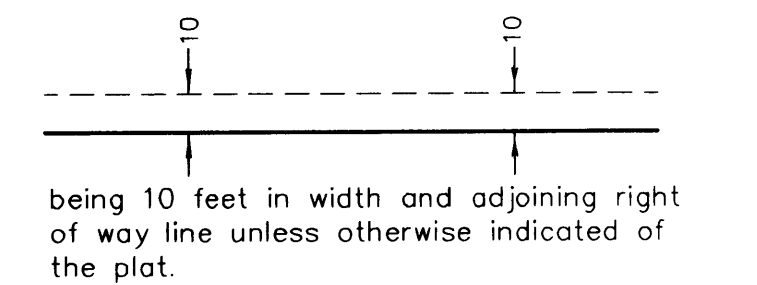
CITY OF BLAINE
 COUNTY OF ANOKA
 SEC. 17, TWP. 31, RGE. 23
 BK 17 Towns *Fig 30*

- Denotes iron monument found
- Denotes 1/2 inch by 14 inch iron monument set and marked with license number 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.

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.

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

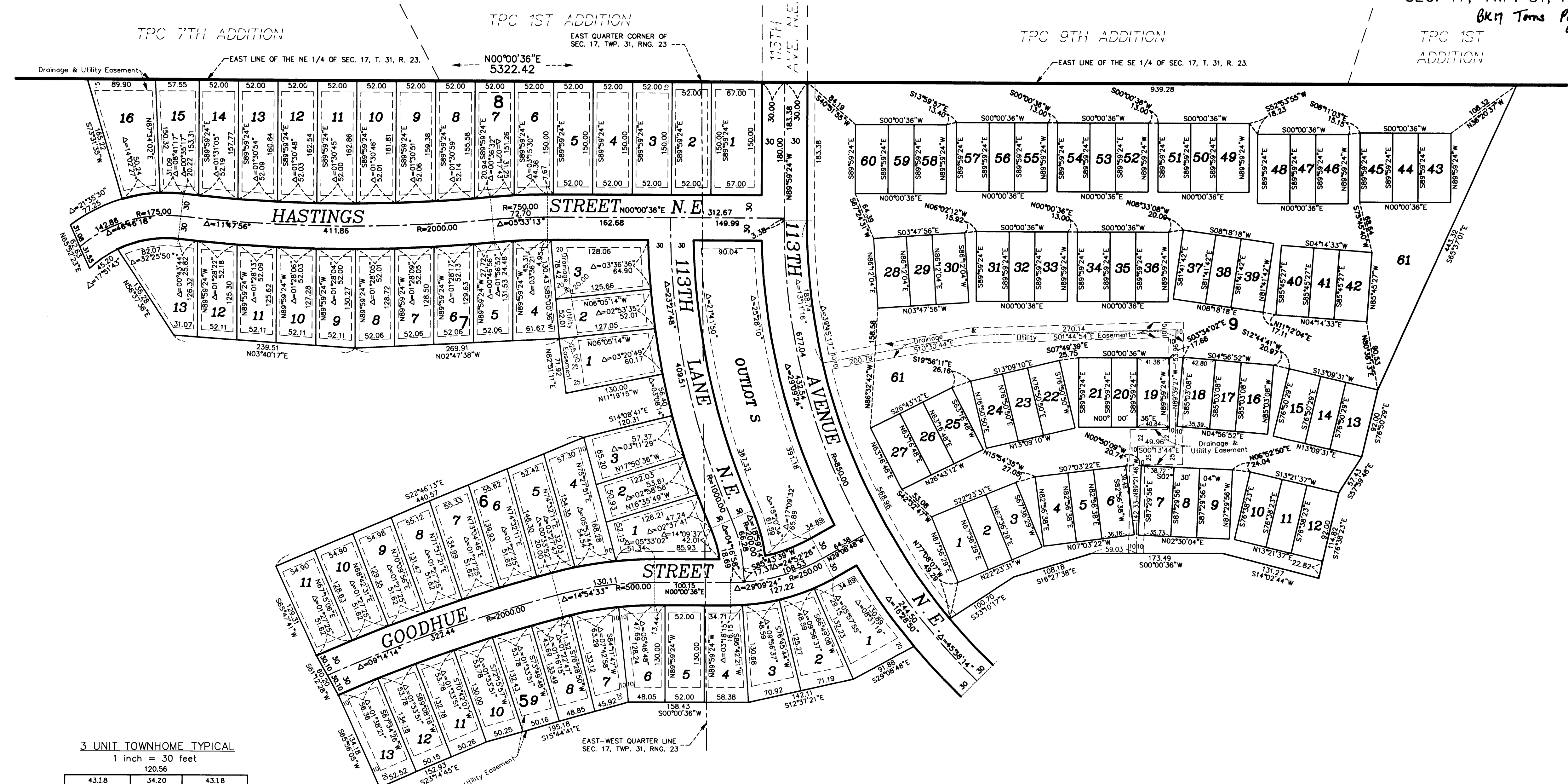


LAND SURVEYORS • CIVIL ENGINEERS
 LAND PLANNERS • LANDSCAPE ARCHITECTS

CLUB WEST

OFFICIAL PLAT

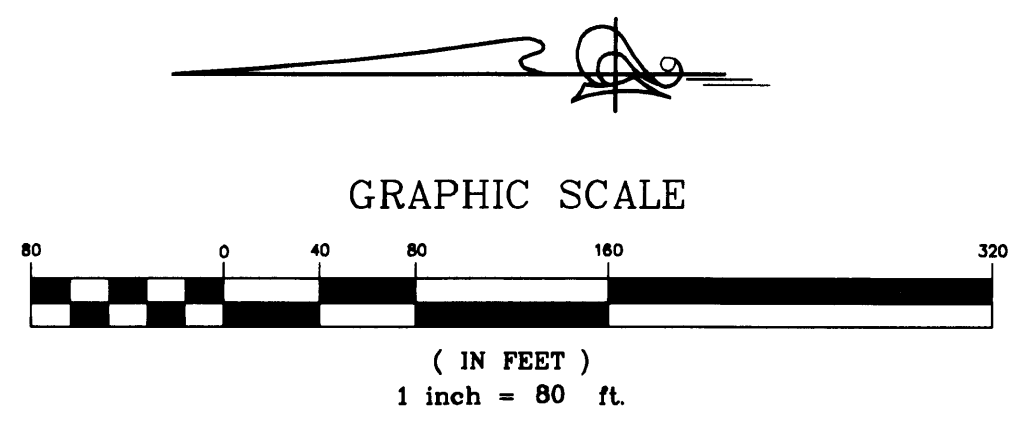
CITY OF BLAINE
 COUNTY OF ANOKA
 SEC. 17, TWP. 31, RGE. 23
 Blk 17 Toms Pg 30



3 UNIT TOWNHOME TYPICAL

1 inch = 30 feet

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

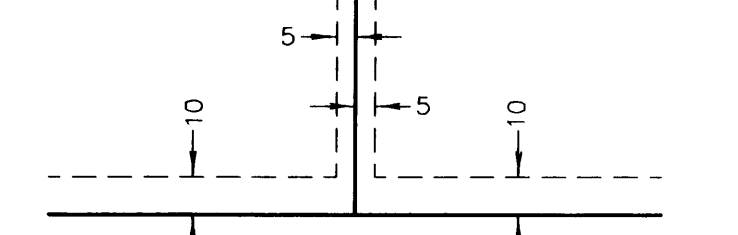


- Denotes iron monument found
- Denotes 1/2 inch by 14 inch iron monument set and marked with license number 20595

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.

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.

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

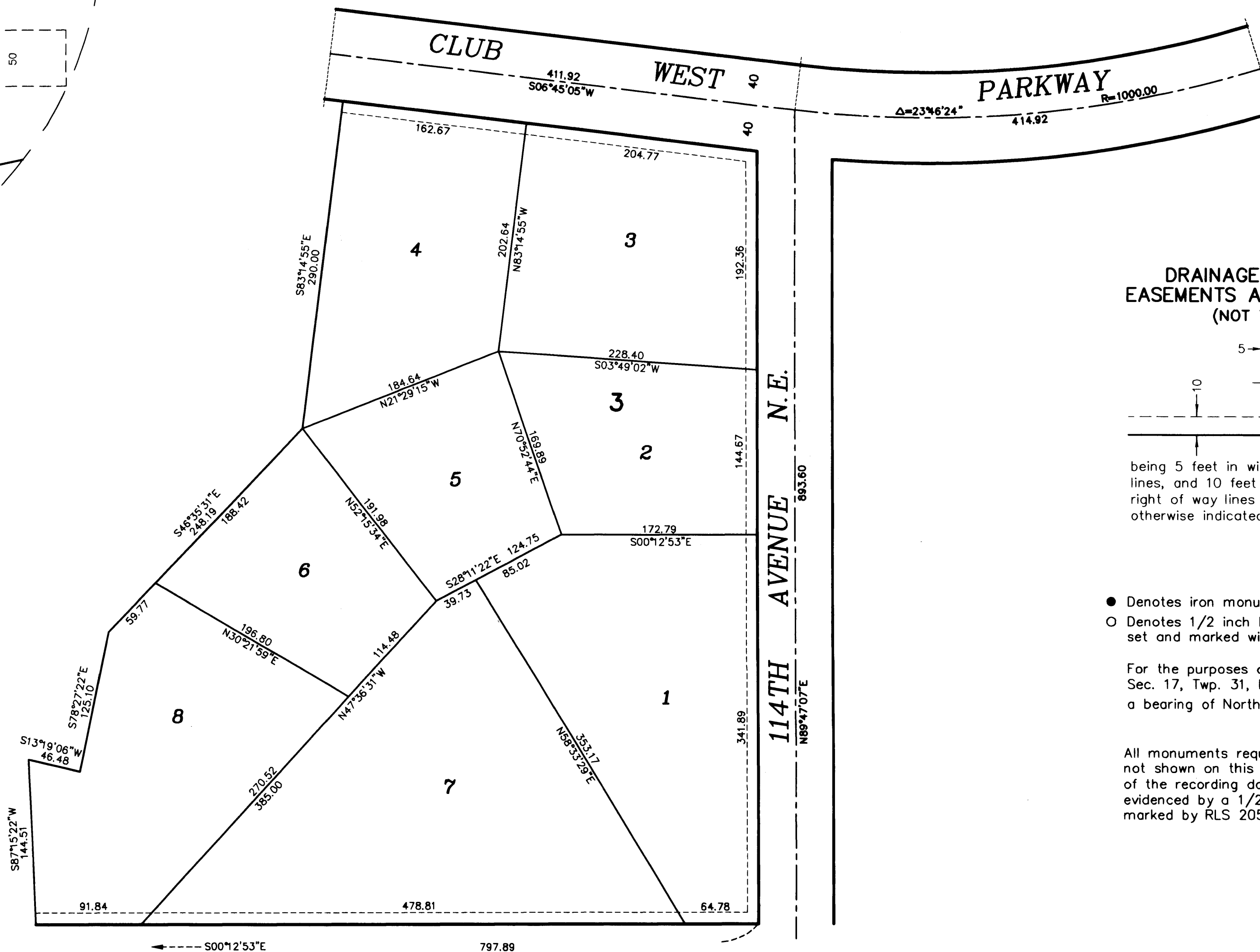
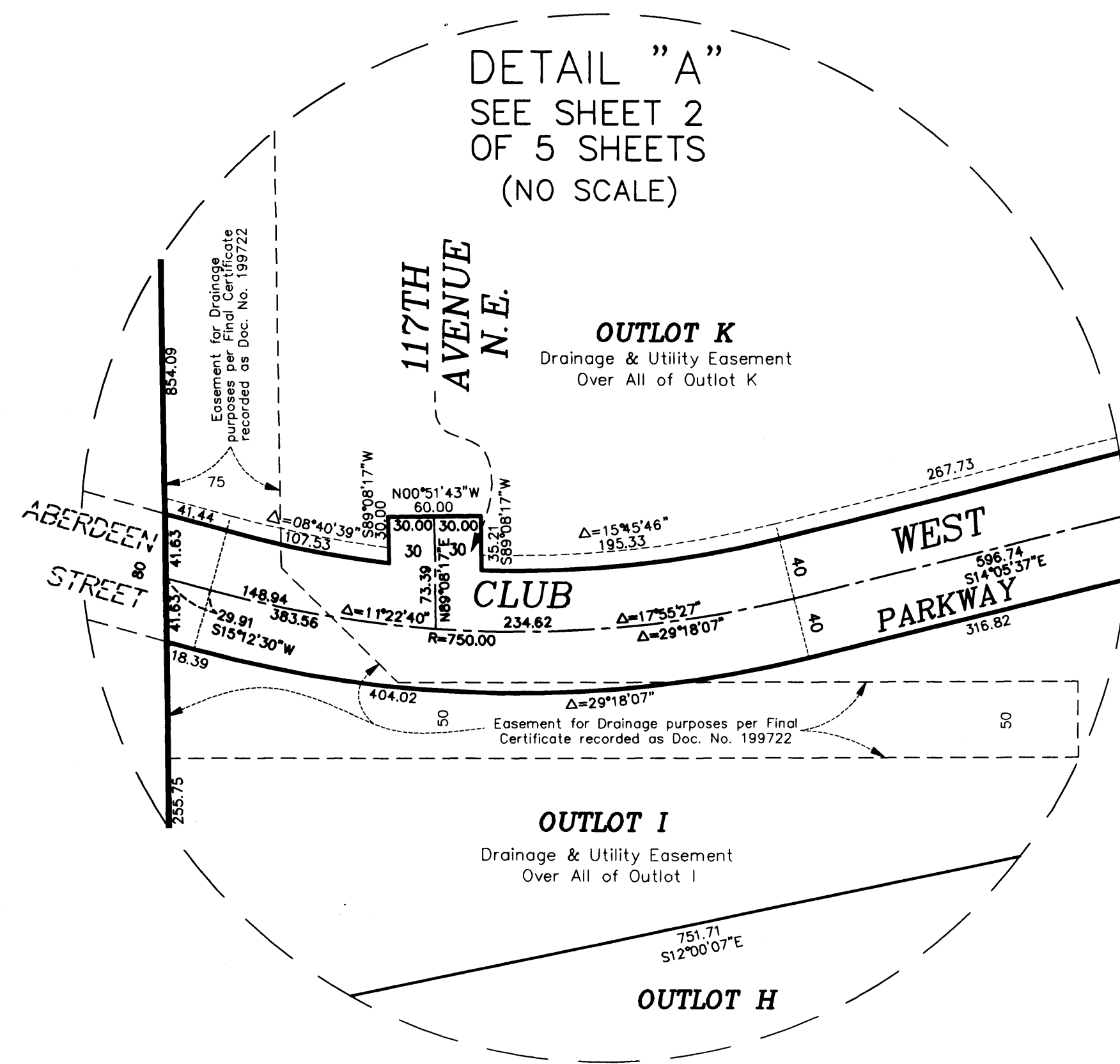


being 5 feet in width, and adjoining lot lines, and 10 feet in width and adjoining right-of-way lines and rear lot lines unless otherwise indicated on the plat.

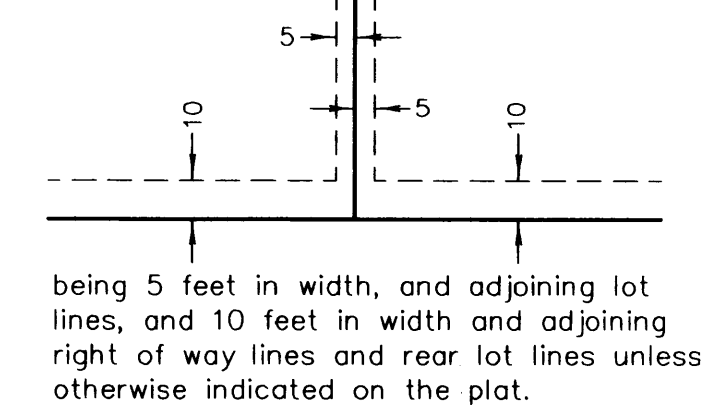
CLUB WEST

OFFICIAL PLAT

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



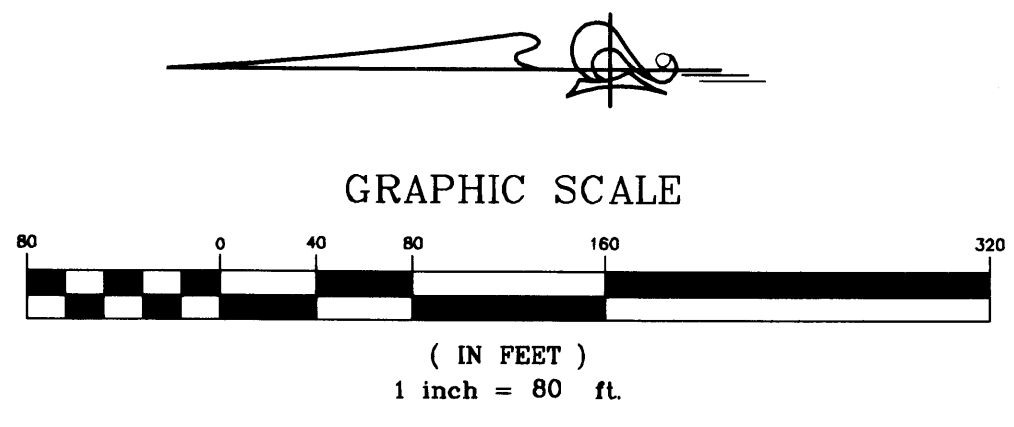
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
 (NOT TO SCALE)



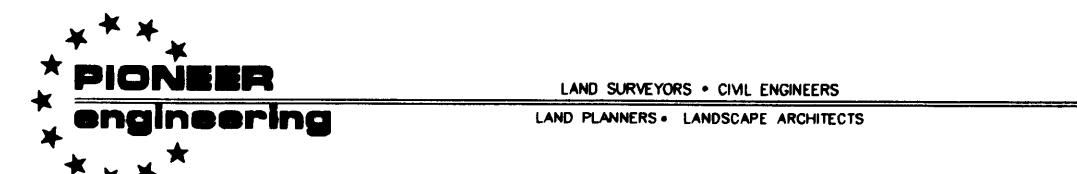
- Denotes iron monument found
- Denotes 1/2 inch by 14 inch iron monument set and marked with license number 20595

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.

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.



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

(see 2nd pg)

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 _____	Updated: _____ / _____
	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



398444

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: A ON 5-22-02

MAP # 2672 PLAT BOOK TYPE: _____

DOC. NO. OF TRACT
DATE: 5-3-02 PAGES: _____ BOOK: _____ PAGE _____

CIC SHORT NAME: CIC NO 117 Club West

LONG NAME: BY DECLARATION

AT	PARENT PINS	THRU
	17-31-23-41-0009	0012
	————— 14-0002	0021

AT	PARENT PINS	THRU

DELINQUENT TAXES ARE PAID: INITIALS: Jep DATE: 5/22/02

DIV. NO.: _____

398444

COMMON INTEREST COMMUNITY NUMBER 117

WINDERMERE

A Planned Community

DECLARATION

THIS DECLARATION is made on this 22nd day of May, 2002, by Tradition Development, LLC, a Minnesota limited liability company ("Tradition") and The Rottlund Company, Inc., a Minnesota corporation ("Rottlund"), hereinafter Tradition and Rottlund collectively referred to as "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, Tradition is the fee simple owner of certain property in the City of Blaine, County of Anoka, State of Minnesota, which is more particularly described as:

See Exhibit A attached hereto.

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

WHEREAS, Rottlund is the holder of certain exclusive rights and options to purchase the Properties from Tradition;

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 of 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 benefit of each owner thereof.

This common interest community is a planned community and is subject to a master association.

ARTICLE I.
DEFINITIONS

Section 1. "Association" shall mean and refer to Windermere Homeowners 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 as shown on the C.I.C. Plat.

Section 5. "Declarant" shall mean and refer to Tradition Development, LLC, a Minnesota limited liability company and The Rottlund Company, Inc., a Minnesota corporation.

Section 6. "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 7. "Act" shall mean the Minnesota Common Interest Ownership Act, Minn Stat. Sec. 515B.1-101, et seq.

Section 8. "C.I.C. Plat" shall mean the plat of Club West recorded in the offices of the Registrar of Titles, Anoka County, Minnesota.

Section 9. 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 10. Statutory Requirements. In accordance with the requirements of Section 515B.2-105 of the Act, the Declarant hereby states the following:

- A. The number of the Common Interest Community created hereby is the number set forth on the first page of this Declaration.
- B. The name of the Association is Windermere Homeowners Association. The Association has been incorporated pursuant to the provisions of Minnesota Statutes Chapter 317A.
- C. The common interest community created hereby is a planned community. It is subject to a master association.
- D. The legal description of the Property included within the common interest community created hereby (including all appurtenant easements) is set forth on the attached Exhibit A.
- E. 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 of Club West, Anoka County Minnesota.
- F. 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 5 (relating to the Alternative Assessment Program) or as permitted in the Act, each Lot shall share the Common Expenses equally.
- G. The common interest community created hereby shall consist initially of twenty-four (24) Lots, all of which shall be restricted to residential use.
- H. No additional units may be created by the subdivision or conversion of Lots.
- I. The use restrictions to which the Lots are subject are located in Articles V, 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 XII, Section 8; Article VIII; and Article XII, Section 9, respectively.
- J. Time shares are not permitted.
- K. Matters relating to Special Declarant Rights are contained in Article X hereof. Matters relating to the Master Association are contained in Article XI hereof. There are no Limited Common Elements.
- L. There are no appurtenant easements relating to the common interest community.

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 Section 2 above. 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 interests 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 therefor, whether or not it shall be so expressed in such deed or contract, is deemed to covenant and agree to pay to the Association:

- A. general annual assessments or charges;
 - i. 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.
- B. assessments for insurance premiums, if any, which may be assessed in proportion to value, risk or coverage;
- C. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- D. 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.
- E. assessments for fees, charges, late charges, fines and interest.

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 to 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.

Section 3. Limitation on Assessments. Until January 1 of the year immediately following the conveyance of the first lot to an Owner other than a Declarant, the maximum general assessment to an Owner and the Owner's Lot shall be \$60.00 monthly per Lot or \$720.00 annually per Lot.

A. 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 annual general assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership of the Association.

B. 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 annual general assessment may be increased by 15% 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.

C. The Board of Directors of the Association may fix the annual general assessment at an amount not in excess of the maximum, and the Board of Directors of the Association may modify the annual 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 annual general assessment shall be sent to every Owner subject hereto.

Section 4. Notice and Quorum for any Action Authorized Under Sections 3. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 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 1/2 of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment; Alternative Assessment Program. Both general annual 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:

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

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

Section 6. Date of Commencement of Assessments; Due Dates. The Board may levy the first annual assessment at any time on or after the date the City of Blaine issues a certificate of occupancy for a dwelling on a Lot. 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 5.

The first general annual 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 annual 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 on a Lot is binding upon the Association as of the date of its issuance.

Section 7. 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 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 or quarterly installment within 30 days after the due date of a monthly or quarterly installment.

Section 8. 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.

ARTICLE IV.
DUTIES OF ASSOCIATION

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. The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors. In addition, the Association may, at the option of the Association provide for the repair and replacement of damaged mailboxes.

ARTICLE V.
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 sixty (60) 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.

ARTICLE VI.
ADDITIONAL RESTRICTIONS; RULES AND REGULATIONS

Section 1. Additional Restrictions

A. 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

B. 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.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that household pets may be kept, provided they are not kept, bred or

maintained for any commercial purposes. No fenced dog runs, dog kennels or dog houses shall be allowed on any Lot.

D. 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 covered sanitary containers. 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.

E. 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.

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

G. 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 or storage shed 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.

H. 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.

I. 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.

J. Except as herein permitted for Declarant, no business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Lot, except: (i) an Owner or occupant residing in a Lot may keep and maintain his or her business or professional records in such Lot and handle matters relating thereto by telephone or correspondence therefrom, provided that such uses are incidental to the residential use of the Lot; and (ii) the Association may maintain offices on the Property for management and related purposes.

K. 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.

L. Any wetlands or wetland buffer areas existing on any Lot shall be maintained in their natural condition.

M. Any construction, remodeling, repair or other addition to any Lot must be in compliance with any applicable requirements of the City of Blaine.

N. The Association and Owners, as applicable, shall, in the course of performing their respective maintenance duties, recognize any applicable guidelines and restrictions on the use of phosphorous containing fertilizers promulgated by the City of Blaine or the Rice Creek Watershed District.

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

- A. regulating the use of Lots and the 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 the common elements or other living units;
- B. regulating or prohibiting animals;
- C. regulating changes in the appearance of the common interest community and conduct which may damage the common interest community;
- D. regulating the exterior appearance of the common interest community;
- E. implementing the Articles of Incorporation, Bylaws or Declaration of the Association; and
- F. 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 VII.
EASEMENTS

Section 1. General. 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 trails 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. 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 in accordance with this document encroaches upon any other Lot, or, if any such 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 for the purposes of the Association performing its 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 VIII.
INSURANCE

Section 1. Liability Insurance; Employee Dishonesty Insurance. The Board of Directors of the Association, or its duly authorized agent, shall obtain a broad form of public liability insurance insuring the Association, with such limits of liabilities as the Association shall determine to be necessary, against all acts, omissions to act and negligence of the Association, its employees and agents.

Section 2. Property Insurance. Each Owner shall obtain and maintain the Owner's own property and liability insurance coverages relating to the ownership of the Lot and any structures constructed thereon.

Section 3. Other Insurance. The Association shall, at the discretion of the Directors and upon agreement of a majority of the Directors, procure and maintain the following additional insurance coverage:

A. Fidelity coverage against dishonest acts on the part of Directors, Managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Owners. The fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount as the Board of Directors deems sufficient, but not less than required by the Act or three times estimated monthly assessments plus the amount of any reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if said policy would not otherwise cover volunteers.

B. Workers Compensation insurance as required by law.

C. Directors and officers liability insurance with such reasonable limits and coverages as the Board of Directors may determine from time to time.

D. Such other insurance as the Board of Directors may determine from time to time to be in the best interests of the Association and the Owners.

Section 4. Deductibles As to any deductibles under any insurance coverages obtained by the Association, the Board of Directors may:

A. pay the deductible as a general common expense;

B. assess the deductible amount against any Lots affected in a reasonable manner; or

C. assess the deductible against any Owner and the Owner's lot if the loss was caused by the act or omission of the Owner, or the Owner's agents, employees, invitee, guests or any one occupying the Lot with the expressed or implied permission of the Owner.

ARTICLE IX. 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:

A. voting rights;

B. increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or priority of assessment liens;

C. responsibility for maintenance and repairs;

D. redefinition of any Lot boundaries;

- E. convertibility of Lots into Common Elements;
- F. expansion of the Property or the addition or withdrawal of property to or from the Property;
- G. hazard or fidelity insurance requirements;
- H. leasing of Lots;
- I. imposition of any restrictions on the leasing of Lots;
- J. restoration or repair of the Property, (after a hazard damages or partial condemnation) in a manner other than that specified in the Declaration;
- K. any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs;
- L. any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages; or
- M. 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, except as provided in Article III, Section 8 and the Act.

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 this 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:

- A. with cause upon thirty (30) days prior written notice; and
- B. without cause, upon ninety (90) 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:

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

ARTICLE X.
SPECIAL DECLARANT RIGHTS

Section 1. Period of Declarant Control. Notwithstanding anything in this Declaration or the Association Bylaws to the contrary, Declarant, shall have the right to control the management and affairs of the Association until the earlier of the following events:

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

During this period of Declarant Control, Rottlund, 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 Declarant 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 Declarant 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 Declarant owns an interest in a Lot, Declarant may maintain advertising signs on any part of that Lot and sales offices, management offices and model units in any Lots and such sales offices and model units may be relocated by Declarant, 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 Declarant. Notwithstanding any provisions contained herein to the contrary, so long as construction and initial sale of Lots shall continue, Declarant shall have any easement over and across the Lots 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 Declarant shall have an easement for access to such facilities; provided, however, that Declarant shall promptly restore any damage to the Lots by reason of any construction incident to the foregoing. This Section may not be amended without the express written consent of Rottlund.

Section 4. 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 ten (10) years from the date of recording of this Declaration. Nothing herein contained shall bind the Declarant to add any of the Additional Real Estate Parcels to the Planned Community or to adhere to any particular plan of development or improvement for any portion of the Additional Real Estate Parcels not added to the Planned Community.

Section 5. Additional Real Estate. Declarant may add to the Common Interest Community all or any part of the real estate described in Exhibit B attached hereto, at any time or times within ten years after the recording of this Declaration. The real estate to be added to the Common Interest Community shall be restricted to residential uses. The total number of Lots to be added to the Common Interest Community shall not be more than eighty-six (86). 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 XI
MASTER ASSOCIATION

This Association is a member of Club West Master Association, (the "Master Association"), a master association within the meaning of the Act.

Section 1. Delegation. The Master Association is hereby delegated the powers and duties to:

- A. adopt, amend and revoke rules and regulations not inconsistent with the Declaration, Articles of Incorporation and Bylaws of the Master Association relating to the use, repair, replacement and maintenance of the Community Center, monuments and signage located thereon berms, traffic islands, landscape features, monuments, ponds and trails located within the Master Association Common Elements, (the "Common Element Amenities").
- B. adopt and amend budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses relating to the Common Element Amenities from all members of the Master Association in the same manner as provided in this Declaration for the levy and collection of assessments;
- C. hire and discharge managing agents and other employees, agents and independent contractors;
- D. institute, defend or intervene in litigation or administrative proceedings on behalf of itself or members of the Master Association affecting the Common Element Amenities.
- E. make contracts and incur liabilities
- F. repair, replace, maintain and modify the Common Element Amenities;
- G. acquire, hold, encumber and convey in its own name, any right, title or interest to real estate or personal property;
- H. grant public utility easements through, over or under the Common Element Amenities and, subject to the approval of the members of the Association, grant public or private easements, leases and licenses through, over or under the Common Element Amenities;

I. impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the rules and regulations and Bylaws of the Master Association;

J. impose reasonable charges for the review, preparation and recording of resale certificates, statements of unpaid assessments and furnishing copies of Master Association Records;

K. provide for the indemnification of the officers and directors of the Master Association and maintain officers and directors liability insurance;

L. such additional powers described in the Act which maybe necessary or incidental to the exercise of any delegated powers;

Section 2. Additional Delegations. In addition to the powers and duties delegated to the Master Association in Article XI, Section 1, the Board of Directors of the Association may delegate additional powers to the Master Association not inconsistent with this Declaration, the Articles of Incorporation and Bylaws of the Association, the Declaration, Articles of Incorporation and Bylaws of the Master Association or the Act.

Section 3. Uniform Exercise. The powers delegated to the Master Association shall be exercised by the Master Association in a manner which is uniform and consistent with the exercise of all similar powers delegated to the Master Association.

Section 4. Control Period. Upon the expiration of a control period as defined in the Declaration and Bylaws of the Master Association, the Board of Directors of the Master Association shall be elected by the members of the Master Association.

ARTICLE XII 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 sixty-seven percent (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 Declarant or seventy-five percent (75%) of the votes of the members.

Section 5. 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 6. 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:

- A. the Act;
- B. this Declaration;
- C. the Bylaws; and
- D. the Rules and Regulations.

Section 7. 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 8. Condemnation. If all of a Lot is taken through condemnation, or if so much of a Lot is taken that the remaining property cannot reasonably be used for a purpose allowed by this Declaration, then the entire Lot shall be considered condemned and the Owner's interest in the Association shall be deemed to cease on the date such condemnation is completed.

If part of a Lot is taken through condemnation, but the Lot can still be used for a purpose allowed by this Declaration, then there shall be no effect on the Lot Owner's interest in the Association.

Any proceeds of any condemnation with respect to a Lot shall belong and be paid to the Owner thereof and his mortgagee, as their interests may appear.

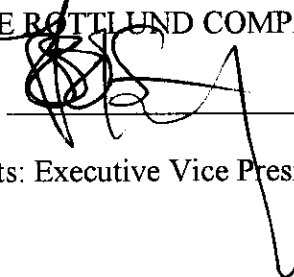
Section 9. Termination. The common interest community created by this Declaration may only be terminated with the assent given in writing and signed by not less than the Owners holding eighty percent (80%) of the votes of the Association and eighty percent (80%) of the Eligible Mortgagees (each mortgagee 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 and Association property shall be administered in accordance with the provisions of the Act.

Section 10. Alternative Dispute Resolution. All disputes between the Association and Owners, Declarant and Owners and Declarant and the Association, except matters (a) relating to assessments and the collection of assessments or (b) enforcement of the rules and regulations of the Association, shall be first submitted to mediation by a mutually acceptable mediator. In the event that mediation is not successful, such dispute shall be submitted to final and binding arbitration in accordance with the provisions of the arbitration agreement contained in the HOME BUILDER'S LIMITED WARRANTY, administered by Professional Warranty Service and governed by the United States Arbitration Act (9 U.S.C. Sections 1-16), to the exclusion of any inconsistent state law, regulation or judicial decision. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction.

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

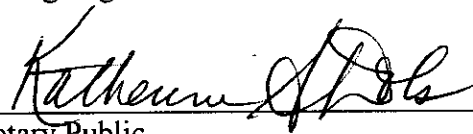
THE ROTTLUND COMPANY, INC.

By:  _____

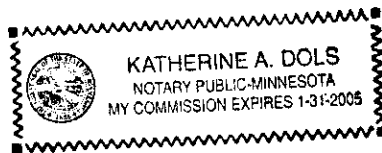
Its: Executive Vice President

STATE OF MINNESOTA))SS
COUNTY OF RAMSEY)

On this 22nd day of May, 2002, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.



Notary Public
My Commission Expires January 31, 2005



TRADITION DEVELOPMENT, LLC, a Minnesota limited liability company

By: Thomas J. Embek

Its: CHIEF MANAGER

STATE OF MINNESOTA)
)SS
COUNTY OF Hennepin)

On this 1st day of May, 2002, before me, a Notary Public within and for said County, personally appeared Thomas J. Embek, the Chief Manager of Tradition Development, LLC, a Minnesota limited liability company, who acknowledged the foregoing instrument to be the free act and deed of said company.



1.31.05

Anna Seidl Buslee Whitehead
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (TJA)

EXHIBIT A

COMMON INTEREST COMMUNITY NUMBER 117

WINDERMERE

A Planned Community

Legal Description of Property

Lot 1 through and including Lot 13, Block 5;
Lot 1 through and including Lot 11, Block 6;
CLUB WEST,
Anoka County, Minnesota

EXHIBIT B

COMMON INTEREST COMMUNITY NUMBER 117

WINDERMERE

A Planned Community

Additional Real Estate

Lot 1 through and including Lot 13, Block 7;
Lot 1 through and including Lot 16, Block 8;
Outlots P and Q,
CLUB WEST,
Anoka County, Minnesota

CONSENT OF MORTGAGEE

Wells Fargo Bank, National Association, a national banking association and mortgagee of the Real Estate described in the within instrument pursuant to a certain mortgage filed in the office of the Anoka County Registrar of Titles dated November 19, 2001, filed November 26, 2001, as Document No.384984, Anoka County, Minnesota, hereby joins in and consents to all of the terms, provisions, covenants, conditions, restrictions and easements contained in the within Declaration of Windermere, a planned community, C.I.C. No. 117, and agrees that its interest in the Real Estate covered by and pursuant to said mortgage is subject to said Declaration and to all the terms, provisions, covenants, conditions, restrictions and easements contained therein.

Dated: May 03, 2002

Wells Fargo Bank, National Association

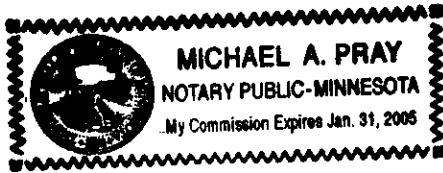
By: [Signature]

Its: Vice President

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of May, 2002, by Jon Spoerri the Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

[Signature]
Notary Public



149396_1

1.31.05

TORRENS

Receipt # <u>064652/2002</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>5/22/02, 16:00</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>209</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
From <u>95513 A</u> # of <u>0</u> Comp. Cert. # _____ Tract New Certs.: _____ Entry Typed _____ Updated: _____ / _____ Comp. Complete _____	Notes: _____

BK 266 PG 95513 NO 95513

DOCUMENT NO. 398444.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **MAY 22 2002**
AT **4:00 PM** AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF **\$20.50** PAID.

RECEIPT NO. 2002064652

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

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

398444.0 TORRENS
ROTTLUND HOMES
KATHY DOLS
3065 CENTRE POINTE DRIVE
ROSEVILLE, MN 55113