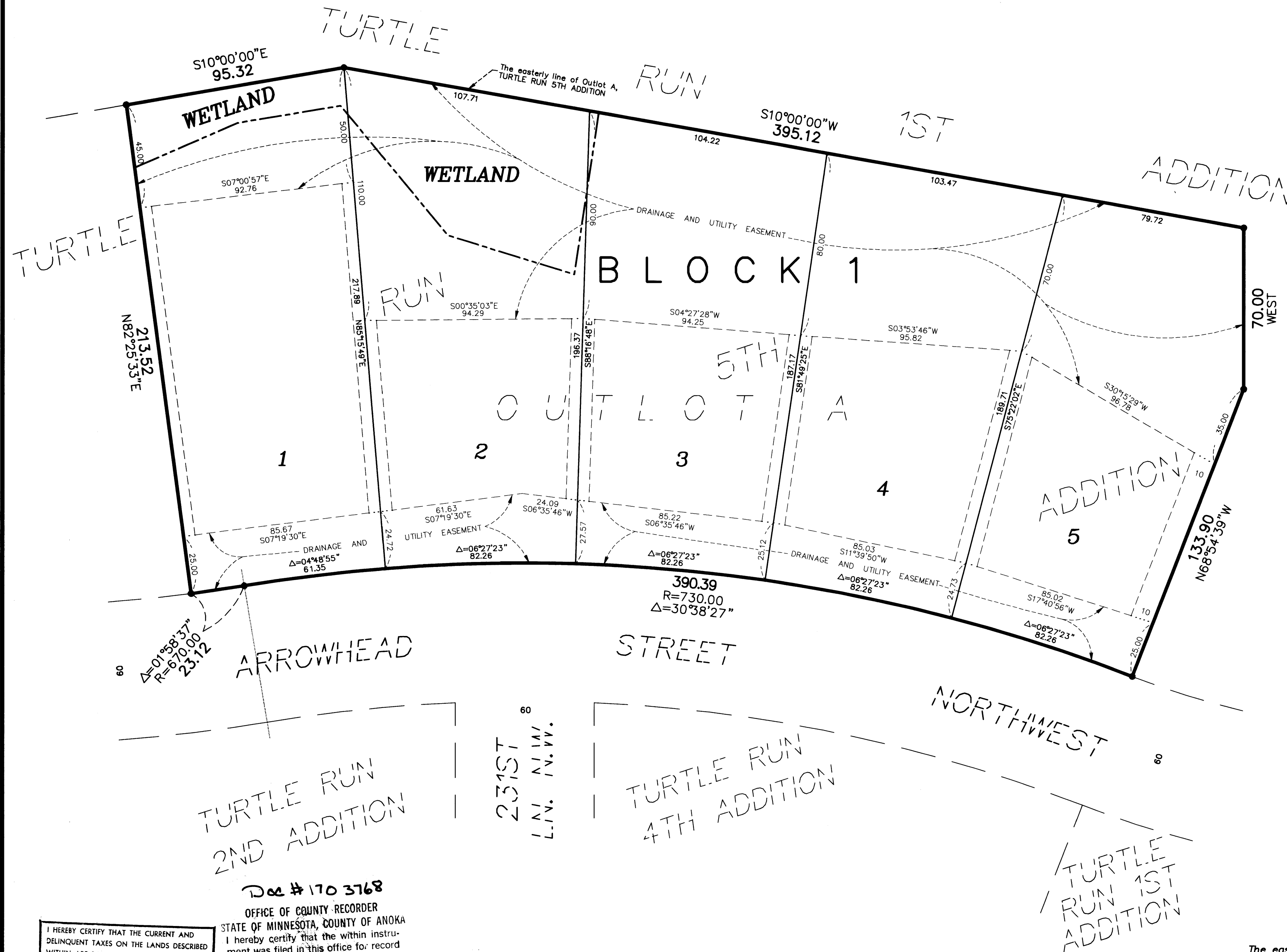


TURTLE RUN 7TH ADDITION



KNOW ALL MEN BY THESE PRESENTS: That Turtle Moon, Inc., a Minnesota Corporation owner and proprietor of the following described property situated in the County of Anoka, State of Minnesota, to wit:

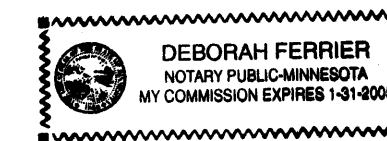
Outlot A, TURTLE RUN 5TH ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as TURTLE RUN 7TH ADDITION and does hereby donate and dedicate to the public for public use forever the easements for drainage and utility purposes only. In witness whereof said Turtle Moon, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer this 22 day of AUGUST, 2002.

TURTLE MOON, INC.
David G. Schulte
David G. Schulte, as President

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this 22nd day of August, 2002 by David G. Schulte, as president of Turtle Moon, Inc. a Minnesota Corporation, on behalf of the corporation.



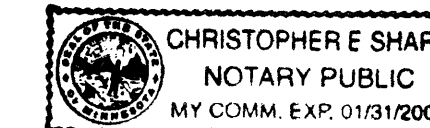
Deborah Ferrier
Notary Public, Anoka County, Minnesota
My Commission Expires 11/15/05

I hereby certify that I have surveyed and platted the property described on this plat as TURTLE RUN 7TH ADDITION, 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 as defined in MS 505.02, Subdivision 1, or public highways to be designated other than as shown on the plat.

Terrence E. Rothenbacher
Terrence E. Rothenbacher, Land Surveyor
Minnesota License Number 20595

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing Surveyor's Certificate was acknowledged before me this 8th day of AUGUST, 2002, by Terrence E. Rothenbacher, Land Surveyor, Minnesota License No. 20595.



Christopher E. Sharp
Notary Public, Anoka County, Minnesota
My Commission Expires 01/31/05

ST. FRANCIS, MINNESOTA

This plat of TURTLE RUN 7TH ADDITION was approved and accepted by the City Council of the City of St. Francis Minnesota, at a regular meeting thereof held this 5th day of August, 2002. 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, Subdivision 2.

By: *Rayno Astento* Mayor

By: *Barbara M. Hald* Clerk

Checked and approved this 23rd day of August, 2002

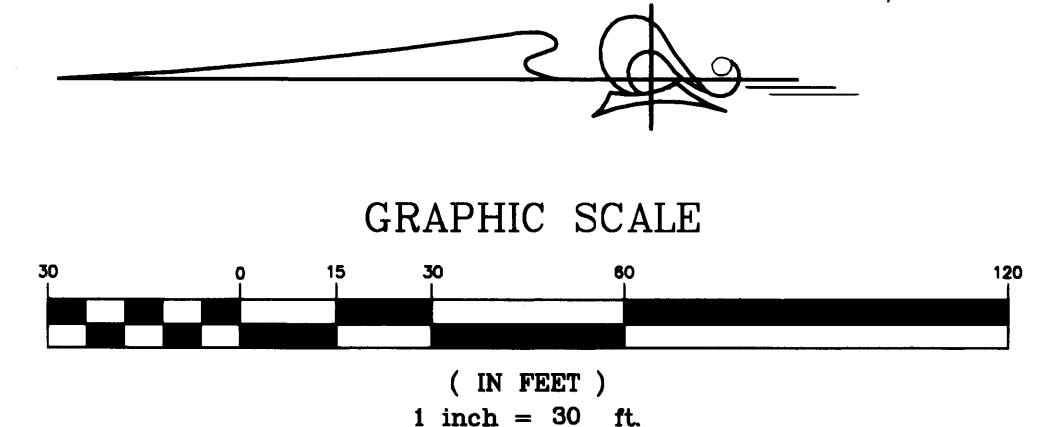
By: *Larry D. Hennings* Deputy
Anoka County Surveyor



Dec # 170 3768
OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA, COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office for record on the 26th day of Aug, A.D., 2002
9:50 o'clock A.M. and was duly recorded in book 63 ABST page 21
Maurice J. Devine
County Recorder

BY: *T.N.L.*
LAND SURVEYORS • CIVIL ENGINEERS
LAND PLANNERS • LANDSCAPE ARCHITECTS
PIONEER engineering

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914 FAX: 681-9488
625 Highway 10 N.E.
Blaine, MN 55434
(763) 783-1880 FAX: 783-1883

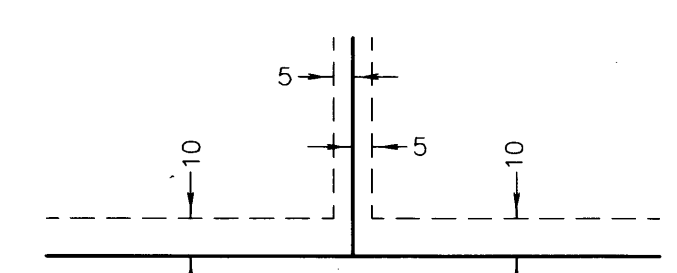


The easterly line of Outlot A, TURTLE RUN 5TH ADDITION has an assumed bearing of S10°00'00"W

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

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 and rear lot lines unless otherwise shown on the plat.

Receipt # 2002101778 \$ 245.00

1703768

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: Re ON 8-26-02

MAP # 2720 PLAT BOOK: 63 OF Abst PAGE 21

DOC. DATE: 8-22-02 NO. OF PAGES: 1 TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: Turtle Run 7th Add

LONG NAME: Turtle Run 7th Addition

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
A	33.34.2442.0049	1407980	N	Turtle Moon Inc.	fee

FILED BY: Dave Schulte PHONE: 763-785-0185

TAXPAYER NAME: Turtle Moon Inc.

ADDRESS: 8741 Central Ave. NE

CITY: Blaine STATE: Mn ZIP: 55434

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1-5	1				
					(5)

DELT & CURRENT TAXES ARE PAID: INITIALS: me DATE: 8/20/02 DIV. NO.: _____ DIV. FEE: \$190-

ABSTRACT

Receipt #	101778/245-00	<input type="checkbox"/> Incorrect/No Reference #
Date/Time	8/26/09 5:50	<input type="checkbox"/> Non-standard Document
Document Order	of 1	<input type="checkbox"/> Certified Copy/
PINs	TNL	\$55 filing
Recordability	TNL	\$190 division
Filing Fees	\$ 245	
Copy/Additional Pg Fees	\$	<input type="checkbox"/> Tax Lien/Release
Well Cert Fees	\$	<input type="checkbox"/> Transfer
		<input checked="" type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form		<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment		<input type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description		<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description		<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible		<input type="checkbox"/> No Change

DOCUMENT NO. 1703768.0 ABSTRACT
ANOKA COUNTY MINNESOTA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **AUG 26 2002**
AT **9:50 AM** AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF **\$245.00 PAID.**
RECEIPT NO. **2002101778**
MAUREEN J. DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
BY **TNL**
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

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: A ON 9/11/08

MAP # 2737 PLAT BOOK TYPE: _____

DOC. DATE: 8-20-02 NO. OF PAGES: _____ TRACT BOOK: _____ PAGE _____

CIC SHORT NAME: CIC NO 127 Turtle Run 4th

LONG NAME: BY DECLARATION

A/T	PARENT PINS	THRU
A	33.34.24.22.0049	
	(underlying)	

A/T	PARENT PINS	THRU

DATE: 9-11-02

DIV. NO.: _____

1708490

The space above this line is reserved for recording data.

COMMON INTEREST COMMUNITY NUMBER 127

A Planned Community

TURTLE RUN 7TH

DECLARATION

THIS DECLARATION, made on this 20th day of August, 2002, by **Turtle Moon, Inc., a Minnesota corporation**, hereinafter referred to as "Declarant."

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

Lots 1 through 5, Block 1, Turtle Run 7th Addition, according to the plat thereof on file and of record in the office of the County Recorder in and for 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 of the Properties described above shall be held, sold, and conveyed subject to 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 CONSISTING OF 5 UNITS; IS NOT SUBJECT TO ANY RIGHTS TO ADD ADDITIONAL REAL ESTATE; DOES NOT CONTAIN COMMON AREAS; AND IS NOT SUBJECT TO A MASTER ASSOCIATION. THIS COMMON INTEREST COMMUNITY IS NOT SUBJECT 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, ALTHOUGH CERTAIN PORTIONS OF THE ACT ARE INCORPORATED BY REFERENCE FOR THE PURPOSES OF DEFINITIONS OR PROCEDURES.

**ARTICLE I-A
DEFINITIONS**

Section 1. "Additional Real Estate" means Real Estate that may be added to a flexible Common Interest Community. This development is not a flexible Common Interest Community.

Section 2. "Allocated Interests" means the following interests allocated to each Unit: the Common Expense liability and votes in the association.

Section 3. "Association" shall mean and refer to **Turtle Run 7th Homeowners Association, Inc.**, a corporation formed under Chapter 317A, Minnesota Statutes, its successors and assigns.

Section 4. "Board" means the Board of Directors designated in the articles of incorporation, bylaws or this Declaration to act on behalf of the Association.

Section 5. "Common Interest Community" or "CIC" means contiguous or noncontiguous Real Estate within Minnesota that is subject to an instrument which obligates Persons owning a separately described parcel of the Real Estate, or occupying a part of the Real Estate pursuant to a proprietary lease, by reason of their ownership or occupancy, to pay for (i) Real Estate taxes levied against; (ii) insurance premiums payable with respect to; (iii) maintenance of; or (iv) construction, maintenance, repair or replacement of improvements located on one or more parcels or parts of the Real Estate other than the parcel or part that the Person owns or occupies. Minn. Stat. Section 515B.1-103.

Section 6. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association together with any allocations to reserves.

Section 7. "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article III of this Declaration.

Section 8. "Declarant" shall mean and refer to **Turtle Moon, Inc.**, a Minnesota corporation, its successors and assigns.

Section 9. "Dispose" or "Disposition" means a voluntary transfer to a Purchaser of any legal or equitable interest in the Common Interest Community, but the term does not include the transfer or release of a Security Interest.

Section 10. "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 11. "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 a Purchaser 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 Plat. In this Common Interest Community, "Lot" and "Unit" are synonymous.

Section 12. "Owner" or "Lot Owner" or "Unit Owner" shall mean and refer to the record owner (the Declarant or other Person 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:

- a. the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and,
- b. the vendee shall furnish proof of such delegation to the Association.

Declarant is the Unit Owner of a Unit until that Unit has been conveyed to a Purchaser.

Section 13. "Period of Declarant Control" means the time period provided for in Article XII of this Declaration during which the Declarant may appoint and remove officers and directors of the Association.

Section 14. "Person" means an individual, corporation, limited liability company, partnership, trustee under a trust, personal representative, guardian, conservator, government, governmental subdivision or agency, or other legal or commercial entity capable of holding title to Real Estate.

Section 15. "Plat" shall mean the plat of **Turtle Run 7th Addition**, according to the plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota.

Section 16. "Properties" and "Property" shall mean and refer to that certain real property hereinbefore described.

Section 17. "Purchaser" means a Person, other than a Declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than (i) a leasehold interest of less than 20 years, including renewal options, or (ii) a Security Interest.

Section 18. "Real Estate" means any fee simple, leasehold or other estate or interest in, over, or under land, including structures, fixtures, and other improvements and interests that by custom, usage, or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. "Real Estate" may include spaces with or without upper or lower boundaries, or spaces without physical boundaries.

Section 19. "Residential Use" means use as a dwelling, whether primary, secondary or seasonal, but not transient use such as hotels or motels.

Section 20. "Secured Party" means the Person owning a Security Interest as defined below.

Section 21. "Security Interest" means a perfected interest in Real Estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a mortgagee's interest in a mortgage, a vendor's interest in a contract for deed, a lessor's interest in a lease intended as security, a holder's interest in a sheriff's certificate of sale during the period of redemption, an assignee's interest in an assignment of leases or rents intended as security, a lender's interest in a cooperative share loan, a pledgee's interest in the pledge of an ownership interest, or any other interest intended as security for an obligation under a written agreement.

Section 22. "Special Declarant Rights" means rights reserved in this Declaration for the benefit of Declarant under Article XII of this Declaration.

Section 23. "Unit Identifier" means English letters or Arabic numerals, or a combination thereof, which identify only one Unit in a Common Interest Community and which meet the requirements of Minn. Stat. section 515B.2-104.

ARTICLE I-B
DECLARANT'S STATEMENT

Section 1. 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 **Turtle Run 7th Homeowners Association, Inc.** 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 not 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 first page.
- e. The description of the boundaries of each Lot created by this Declaration, including the Unit Identifier number for each Lot, is set forth on the Plat, which Plat has been filed for record with the office of the Anoka County Recorder or Registrar of Titles Office and is hereby incorporated herein by reference.
- f. The Allocated Interests are assigned equally to each Lot, subject to the provisions of this 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), each Lot shall share the Common Expenses equally.
- g. The Common Interest Community created hereby shall consist of **5 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 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 is set forth in Article XIV, Section 10; Article X, Section 5; and Article XIV, Section 11, respectively.
- j. Time Shares are not permitted.
- k. 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.

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 assessment program 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 interests described in this Section may not be changed except in accordance with this Declaration, the Bylaws.

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, assessed equally per Lot, except that 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 master 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 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 Lot 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, the maximum annual general assessment to an Owner and the Owner's Lot shall be **\$160.00 per Lot.**

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual general assessment may be increased each year not more than ten percent (10%) 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, the maximum annual general assessment may be increased by ten percent (10%) or more by a vote of Owners representing sixty-seven percent (67%) 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 Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Owners not less than twenty-one (21) days or more than thirty (30) days in advance of an annual meeting or not less than seven (7) days or more than thirty (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 fifty percent (50%) of all the votes 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 sixty (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 that vacant Lots and Lots for which a certificate of occupancy has not been issued shall not be assessed:

- 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. 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 basis at the discretion of the Association.

Section 6. Date of Commencement of Assessments; Due Dates. The general annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance by the Declarant of 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, notwithstanding any statutory limitation on attorney fees in mortgage foreclosures. If the Association has provided for monthly 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 installment within thirty (30) days after the due date of a monthly installment. To the extent permissible, the Association may deny services to any Member who is more than thirty (30) days delinquent in the payment of any assessment or installment of an assessment.

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. 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

Section 1. General Duties. The Association shall provide for the maintenance, repair and replacement of the sewer and water lines to the five lots between the stub from the city lines in the street to the houses.

Section 2. Other Duties.

- a. 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.
- b. The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

Section 3. Miscellaneous. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, invitee, or lessees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VI
ARCHITECTURAL CONTROL
(Intentionally Omitted)

ARTICLE VII
ADDITIONAL RESTRICTIONS; RULES AND REGULATIONS

Section 1. Additional Restrictions.

- a. No Lot shall be used except for residential purposes, except that Declarant shall be entitled to maintain model homes and other sales facilities upon the Lots.
- 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 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 advertising the Property until the Declarant conveys the last Lot.
- c. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including pet or household 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.

- d. 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.

ARTICLE VIII 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 the Association, a public authority or utility company.

Section 2. Water Line Easement. All Lots are hereby subjected to easements in favor of the Association and the Owners of the Lots for the installation and maintenance of a water line from the City water line in the street to each Lot. The Association or its proper representatives shall have the right of free access to any Lot or living unit for the purpose of maintaining any water line service to any Lot on the Properties. In addition, each Lot over which a water line is in fact installed or constructed as part of the original utility system shall be subject to an easement for utility purposes over the portion of the Lot upon which such utility service is constructed.

Section 3. Easement for Maintenance and Repair. Declarant hereby grants an easement in favor of the Association over and across each Lot for the purposes of the Association performing its duties.

ARTICLE IX TRASH REMOVAL

Section 1. Master Contract. 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 purchase such services from the provider(s) designated by the Association upon the terms, conditions and rates negotiated by the Association.

Section 2. Charges. 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.

ARTICLE X INSURANCE AND RECONSTRUCTION

Section 1. Liability Insurance; Fidelity Bonds. 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 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 sufficient to provide protection which is in no event less than the estimated maximum amount of funds (including reserves) in the custody of the Association or management agent at any given time. 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 overages 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 overages 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, invitees, guests or any one occupying the Lot with the expressed or implied permission of the Owner.

ARTICLE XI
RIGHTS OF ELIGIBLE MORTGAGEES

Section 1. Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) 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 twenty-five percent (25%), assessment liens or priority of assessment liens;
- c. responsibility for maintenance and repairs;
- d. redefinition of any Lot boundaries;
- e. expansion of the Property or the addition or withdrawal of property to or from the Property;
- f. hazard or fidelity insurance requirements;
- g. leasing of Lots;
- h. imposition of any restrictions on the leasing of Lots;
- i. restoration or repair of the Property, (after hazard damages or partial condemnation) in a manner other than that specified in this Declaration;
- j. any action to terminate the legal status of the Common Interest Community after substantial destruction or condemnation occurs; or
- k. 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 thirty (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 percent (67%) of the Lots that are subject to first mortgages, (based upon one vote per first mortgage owned) shall be required to abandon or terminate the Common Interest Community.

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 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 9.

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 one (1) year. 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 shall deliver a copy to the requesting party, subject to the Bylaws of the Association.

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 Lot securing the mortgage.
- b. a sixty (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 XII SPECIAL DECLARANT RIGHTS

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

- a. sixty (60) days after the conveyance of seventy-five percent (75%) of the Lots to Lot Owners other than the Declarant; or
- b. three years from the date of the recording of this Declaration.

During this Period of Declarant Control, the Declarant, 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 the Declarant shall have the right to nominate and elect not less than thirty-three and one-third percent (33 1/3%) of the directors at a meeting of the Owners which shall be held within sixty (60) days following the conveyance by Declarant of fifty percent (50%) of the Lots authorized to be included in the Common Interest Community.

ARTICLE XIII (Intentionally Omitted)

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at 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 way 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 the total 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 the Declarant or Owners who represent seventy-five percent (75%) of the Lots.

Section 5. FHA/VA. If the Common Interest Community has received approval from the Federal Housing Administration or the Department of Veterans Affairs, 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 and amendment of this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association.

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, 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 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. this Declaration;
- b. the Bylaws; and
- c. the Rules and Regulations.

Section 8. Interpretation. As appropriate, each reference to a masculine pronoun shall include the feminine and neutral pronoun and each reference to a singular pronoun shall include the multiple pronoun and vice versa.

Section 9. 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 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.

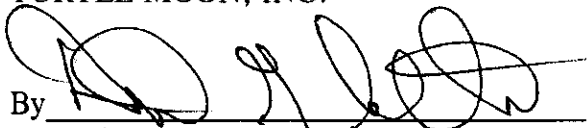
Any proceeds of any condemnation with respect to a Lot shall belong and be paid to the Owner thereof and his mortgagee, as their interests may appear.

Section 10. 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, and Association property shall be administered in accordance with the provisions of Minn. Stat. section 515B.2-119, as amended, incorporated herein by reference, although this development is generally not governed by the Act.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the date and year first above written.

TURTLE MOON, INC.

By 
David Schulte
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 20th day of August, 2002, by David Schulte, the President of Turtle Moon, Inc., a Minnesota corporation, on behalf of the corporation.




Notary Public

THIS INSTRUMENT DRAFTED BY:

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

161443_1

ABSTRACT

Receipt #	112639/22.00	<input type="checkbox"/> Incorrect/No Reference #
Date/Time	9/11/02 17:00	<input type="checkbox"/> Non-standard Document
Document Order	1 of 1	<input type="checkbox"/> Certified Copy/
PINs	AS	
Recordability	AS	
Filing Fees	\$ 20	<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees	\$ 2	<input type="checkbox"/> Transfer
Well Cert Fees	\$	<input checked="" type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form		<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment		<input type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description		<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description		<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible		<input type="checkbox"/> No Change

DOCUMENT NO. 1708490.0 **ABSTRACT**
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON **SEP 11 2002**
 AT **5:00 PM** AND WAS DULY RECORDED.
 FEES AND TAXES IN THE AMOUNT OF **\$22.00 PAID.**

RECEIPT NO. **2002112639**

MAUREEN J. DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY **RP**
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

