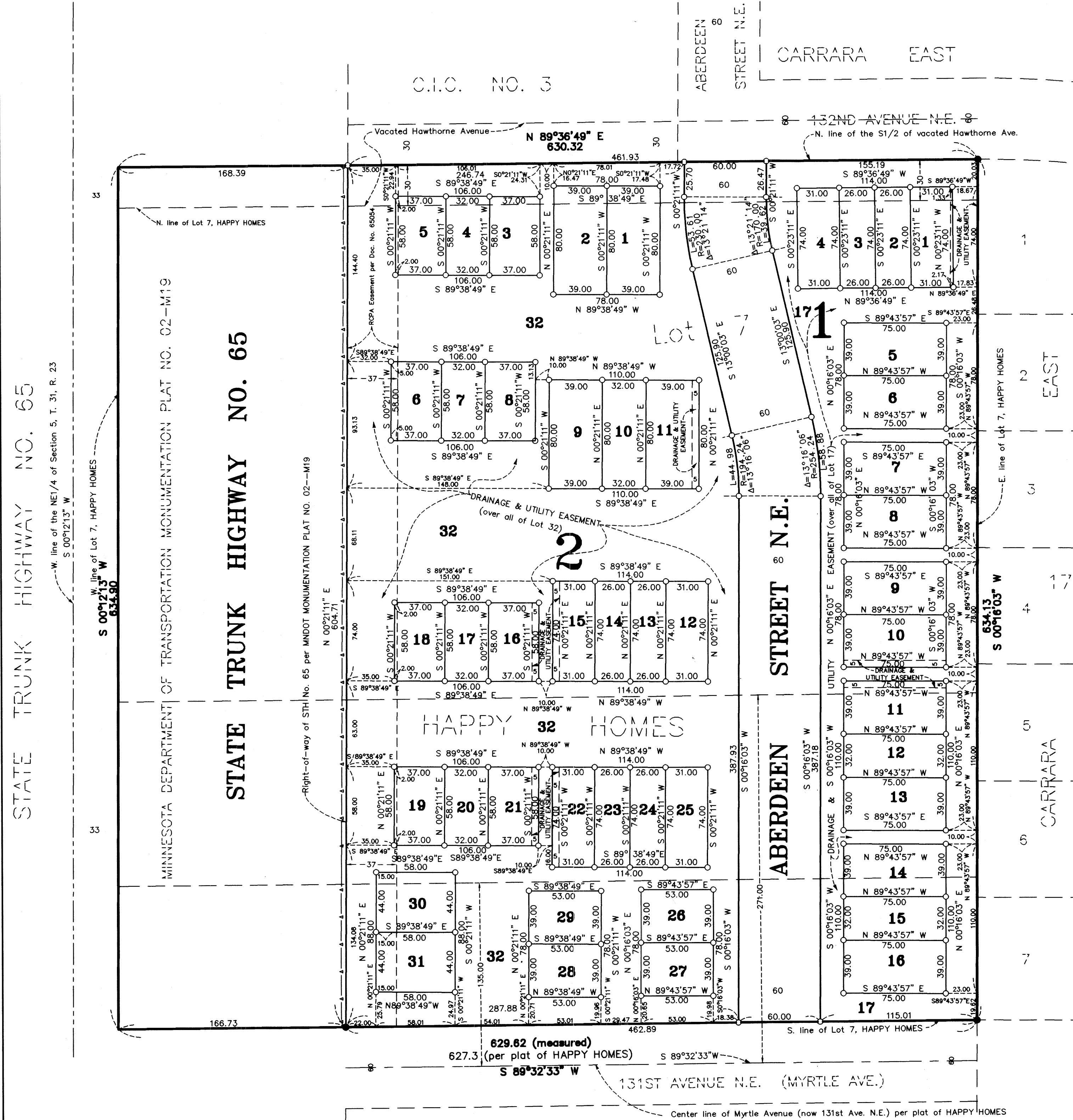


WILDWOOD VILLAGE



KNOW ALL PERSONS BY THESE PRESENTS: That Noecker Development LLC, a Minnesota Limited Liability Company, owner and proprietor, and Western Bank, a Minnesota corporation, mortgagee of the following described property situated in the County of Anoka, State of Minnesota, to-wit:

That part of Lot Seven (7) Happy Homes, Anoka County, Minnesota lying North of a line parallel with and distant 271 feet North of the center line of Myrtle Avenue, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for Anoka County, Minnesota.

And,

That part of Lot Seven (7) lying South of a line parallel with and distant 271 feet North of the center line of Myrtle Avenue, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for Anoka County, Minnesota, excepting therefrom that portion that lies South of a line parallel with and distant 135 feet North of the center line of Myrtle Avenue.

And,

That part of the South Half of vacated Hawthorne Avenue, as dedicated in the plat of Happy Homes, Anoka County, Minn., lying between the northerly extension of the east and west lines of Lot 7, said plat.

And,

That part of Lot Seven (7) lying South of a line parallel with and distant 135 feet North of the center line of Myrtle Avenue, HAPPY HOMES, Anoka County, Minnesota, according to the map or plat thereof on file and of record in the office of the Register of Deeds in and for Anoka County, Minnesota.

Have caused the same to be surveyed and platted as WLDWOOD VILLAGE and do hereby donate and dedicate to the public for public use forever the street, highway and drainage and utility easements as shown on the plat. Also dedicating to the State of Minnesota the right of access onto State Trunk Highway No. 65 as shown on the plat.

In witness whereof said Noecker Development LLC has caused these presents to be signed by its proper officer this 8th day of January, 2002.
Also in witness whereof said Western Bank has caused these presents to be signed by its proper officer this 8th day of January, 2002.

NOECKER DEVELOPMENT LLC:

Randall R. Noecker
Randall R. Noecker, as Chief Manager

WESTERN BANK:

Cynthia R. Carlson
Cynthia R. Carlson, as Vice President

STATE OF MINNESOTA) The foregoing instrument was acknowledged before me this 8th day of
COUNTY OF Ramsey) January, 2002, by Randall R. Noecker, as Chief Manager
of Noecker Development LLC, a Minnesota Limited Liability Company, on behalf of the company.

Catherine E. Waldemar
Notary Public, Anoka County, Minnesota
My Commission expires 11/31/05

CATHERINE E WALDEMAR Exp 1-31-05

STATE OF MINNESOTA) The foregoing instrument was acknowledged before me this 8th day of
COUNTY OF Ramsey) January, 2002, by Cynthia R. Carlson, as
Vice President of Western Bank, a Minnesota corporation, on behalf of the corporation.

Catherine E. Waldemar
Notary Public, Anoka County, Minnesota
My Commission expires 11/31/05

CATHERINE E WALDEMAR Exp 1-31-05

I hereby certify that I have surveyed and platted the land described in the dedication on this plat as WLDWOOD VILLAGE; that the plat is a correct representation of said survey; that all distances are correctly shown on said plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown, or shall be correctly placed in the ground within one year of the recording of this plat; that the outside boundaries are correctly designated on said plat; and that there are no wetlands, in accordance with M.S. 505.02 Subdivision 1, or public highways to be designated on said plat other than as shown thereon.

Jeffrey N. Caine
Jeffrey N. Caine, Registered Land Surveyor
Minnesota Registration No. 12251

STATE OF MINNESOTA) The surveyors certificate was acknowledged before me a Notary Public, this 8th day
COUNTY OF ANOKA) of January, 2002, by Jeffrey N. Caine, Land Surveyor.

Jason R. Conradi
Notary Public, Anoka County, Minnesota
My Commission Expires Jan. 31, 2005

CITY OF BLAINE

We hereby certify that the City Council of the City of Blaine, Anoka County, Minnesota, duly accepted and approved the plat of WILDWOOD VILLAGE at a regular meeting held this 3rd day of January, 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 Minn. Statutes, Section 505.03, Subd. 2.

By *Tom Ryan* Mayor By *Roger Frayer* City Manager

This plat has been checked and approved this 16th day of January, 2002

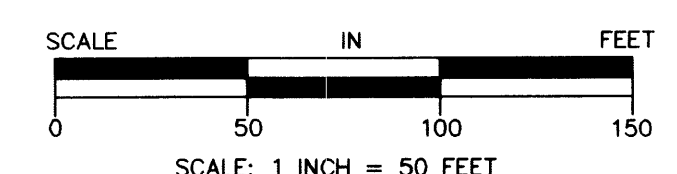
By *Larry D. Hein* by *Hein* Deputy
Anoka County Surveyor

NOTE: FOR THE PURPOSES OF THIS PLAT, THE WEST LINE OF THE NE1/4 OF SEC. 5, T. 31, R. 23 IS ASSUMED TO BEAR S.0°12'13" W.

—▲—▲— DENOTES "RIGHT OF ACCESS DEDICATED TO THE STATE OF MINNESOTA"

○ DENOTES MONUMENTS REQUIRED BY MINNESOTA STATUTE TO 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 12251.

● DENOTES IRON MONUMENT FOUND IN PLACE.



CAINE & ASSOCIATES
LAND SURVEYORS, INC.
A Subsidiary of RLK-Kuusisto, Ltd.

Receipt # 2002008726 \$1569.50

THIS DOCUMENT NUMBER REPRESENTS A PLAT

388723

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: A ON 1/16/02

MAP # 2606 PLAT BOOK: 18 OF TORNS FACE 0

DOC. DATE: 1/08/02 NO. OF PAGES: 1 TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: Wildwood Village

LONG NAME: Wildwood Village

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
T	05 31 23 12 0047	178792	N	Necker Development	(fee)
T	05 31 23 12 0048	178809	N	LLC	
T	05 31 23 12 0049	178818	N	Western Bank	(mortgagee)

FILED BY: Randy Necker PHONE: 763 7866387

TAXPAYER NAME: Necker Development LLC

ADDRESS: 8315 Pleasant View Dr.

CITY: Moundsview STATE: MN ZIP: 55112

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1-17	1				
1-32	2				

DELT & CURRENT TAXES ARE PAID: INITIALS: Jap DATE: 1/16/02

DIV. NO.: _____
DIV. FEE: \$1510⁰⁰

TORRENS

Receipt # <u>008726/15693</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>1/16/02, 12:40</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>59.00 + 1510.00</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 Cert. # <u>See below</u> # of New Certs.: <u>0</u>	Notes: _____
Tract Updated: _____ / _____	Comp. Entry _____
Typed _____	Comp. Complete _____

DOCUMENT NO. 388723.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON **JAN 16 2002**
 AT **12:40 PM** AND WAS DULY RECORDED.
 FEES AND TAXES IN THE AMOUNT OF **\$1569.50** PAID.

RECEIPT NO. **2002008726**
MAUREEN J. DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
TAP

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

BK 266 PG 94835 NO 94835

388723.0 TORRENS
 NOECKER DEVELOPMENT LLC
 8315 PLEASANT VIEW DRIVE
 MOUNDS VIEW, MN 55112

434802

DECLARATION

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COMMON INTEREST COMMUNITY NUMBER 136
(Planned Community)

WILDWOOD VILLAGE AND
WILDWOOD VILLAGE 2
TOWNHOMES

DECLARATION

THIS DECLARATION, made as of this 23rd day of April, 2003 by Hanson Builders, Inc, a Minnesota corporation, (the "**Declarant**"), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "**Act**"), for the purpose of creating Wildwood Village and Wildwood Village 2 Townhomes, a planned community

RECITALS

A. Declarant is the owner in fee simple of the real property situated in the City of Blaine, in the County of Anoka, in the State of Minnesota, legally described on Exhibit A attached hereto and incorporated herein by reference (the "**Subject Property**")

B. Declarant is the owner of the real property situated in the City of Blaine, in the County of Anoka, in the State of Minnesota, legally described on Exhibit B attached hereto and incorporated herein by reference (the "**Additional Real Estate Property**") all or any portion of which Additional Real Estate Property Declarant may add to the Subject Property at a later date, and

C. Declarant has deemed it desirable for the preservation of the value of the Subject Property to submit the same, together with the buildings, structures, improvements and other permanent fixtures thereon to the provisions of the Act, and to incorporate under Chapter 317A of the laws of the State of Minnesota "Wildwood Village and Wildwood Village 2 Homeowners' Association" for the purpose of administering the Subject Property. The Subject Property is not subject to a master association (whether or not the CIC is subject to a master association is required under 515B 2-105(a)(2))

D. Declarant is about to sell, dispose of and convey townhome interests or estates in and to the Subject Property, together with the buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and any and all rights and privileges belonging to or in anyway appertaining thereto, and to accomplish this purpose desires to submit the Subject Property to the requirements of the Act

E. Declarant desires and intends that the owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Subject Property shall at all times enjoy the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the townhome form of ownership of the Subject Property and are established for the purposes of enhancing and perfecting the value, desirability and attractiveness of the same

NOW, THEREFORE, Declarant, as the sole owner of the Subject Property and of the Additional Real Estate Property and for the purposes above set forth, hereby submits the Subject Property to the Act as a planned community under the name Wildwood Village and Wildwood Village 2 Townhomes and declares as follows

ARTICLE I.
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings

- (a) “***Additional Property***” shall mean that certain real property situated in the City of Blaine, in the County of Anoka, in the State of Minnesota, legally described on Exhibit B of this Declaration
- (b) “***Association***” shall mean and refer to the WILDWOOD VILLAGE AND WILDWOOD VILLAGE 2 HOMEOWNERS’ ASSOCIATION, a Minnesota nonprofit corporation, its successors and assigns
- (c) “***Common Area***” shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and such other persons to whom the Owners may delegate this right pursuant to this Declaration and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons

The Common Area owned or to be owned by the Association is legally described on Exhibit C attached hereto (A legally sufficient description of the common elements is required under 515B 2-105(a)(6))

- (d) “***Consumer Price Index***” means the Consumer Price Index - All Items, Minneapolis/St Paul Average, All Urban Consumers as published by the United States Department of Labor’s Bureau of Labor Statistics or a similar government index of inflation in the event such index is no longer published
- (e) “***Declarant Control Period***” shall mean the period commencing on the date of conveyance of the first Unit to an Owner other than the Declarant and continuing until the earlier of the date five (5) years after said date or the date sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Owners other than Declarant. In determining the Declarant Control Period, the percentage of the Units which have been conveyed shall be computed by including all Units in the Planned Community which the Declarant have reserved the right to build on the Additional Property
- (f) “***Declaration***” shall mean this document and all amendments and supplements hereto
- (g) “***Dwelling***” shall mean and refer to any portion of a building situated upon the Subject Property designated and intended for use and occupancy as one residential unit
- (h) “***Governing Documents***” shall mean and refer to this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Subject Property
- (i) “***Member***” shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, hereof

- (j) “*Owner*” shall mean and refer to the record Owner or contract vendee, whether one or more persons or entities, of a fee simple title to any Unit situated upon the Subject Property but excluding contract vendors, unless the contract provides otherwise, and others having such interest merely as security for the performance of an obligation
- (k) “*Planned Community*” shall mean the real estate, portions of which are designated for separate ownership as Units and the remainder of which is designated as Common Area which is subject to this Declaration. Specifically, as the term is used herein, it means and refers to Wildwood Village and Wildwood Village 2 Townhomes, Common Interest Community No _____, the Planned Community established by this Declaration
- (l) “*Plat*” shall mean the recorded plat depicting the Subject Property pursuant to the requirements of Section 515B 2-110(d) of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended or supplemental Plat recorded from time to time in accordance with the Act
- (m) “*Subject Property*” shall mean and refer to all properties that are subject to this Declaration as defined in Article II, Section 1, and shall also include any portion of the Additional Property as may hereafter be added to the Community pursuant to Article VIII of this Declaration
- (n) “*Unit*” shall mean and refer to a Dwelling together with the parcel of property or percentage interest in the parcel of property upon which the Dwelling is situated, as legally described in the instrument of conveyance in favor of the current Owner. Unit shall not be construed to include Common Area as herein defined

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION
AND USE THEREOF

Section 1. EXISTING PROPERTY.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Blaine, County of Anoka and State of Minnesota, and is legally described as shown on Exhibit A, all of which real property shall hereinafter be referred to as the “Subject Property”

Section 2. UNITS.

There are seventeen (17) Units. Except for any rights reserved to the Declarant under this Declaration, no person may create additional Units by the subdivision or conversion of Units pursuant to Section 515B 2-112 of the Act

Each Unit constitutes a separate parcel of real estate. The Units shall each be improved with one Dwelling and all Units and Dwellings will be restricted to residential use. Unless stated otherwise in this Declaration, an Owner shall be responsible for maintenance of the Unit and the Dwelling thereon

The identifiers and locations of the Units are shown on the Plat, which is incorporated herein by reference. The identifier for a Unit shall be its lot and block numbers and the subdivision name. The front,

rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat

Section 3. COMMON AREA.

The Common Area shall be owned by the Association and used for open space, private utilities, and related activities. Maintenance, replacement and repair of sanitary sewer, storm sewer and water lines on the Common Area are the responsibility of the Association. The Common Area shall be conveyed to the Association as of the date of conveyance of any Unit to an Owner other than Declarant.

**ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.
POWERS OF THE ASSOCIATION.**

Section 1. MEMBERSHIP

Every Owner of a Unit which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Unit which is subject to assessment by the Association. The foregoing is intended to exclude persons or entities holding an interest merely as security for the performance of an obligation including contract vendors (unless the contract for deed provides otherwise) until such time such person acquires a fee simple interest in such Unit by foreclosure or by a proceeding in lieu thereof, or as to a contract under, until such time as the contract for deed is cancelled. Ownership of such Unit shall be the sole qualification for membership.

Section 2. VOTING RIGHTS.

The Association shall have two classes of voting memberships,

Class A All Members described in Section 1 above, with the exception of the Declarant, its successors and assigns, shall be Class A members and shall be entitled to one vote for each Unit owned. When more than one (1) person holds the interest in a Unit, all such persons shall be Members but the vote for such Unit shall be exercised as they among themselves shall determine, subject, however, to limitation that the voting power for any Unit may not be split. The vote for any Unit which is owned by more than one (1) Member may not be cast at any meeting unless such members have filed with the Secretary of the Association prior to such meeting the name of one (1) of their number who then shall be the only person authorized to cast such vote at such meeting. In lieu of such filing prior to every meeting, such Members may file a document executed by all of them, designating one (1) of their number as the person authorized to cast their vote at all future meetings and such authorization shall continue to be valid until such time as such authorization shall have been rescinded in writing by all of such Members.

Class B The Class B Member shall be the Declarant (as defined in Article I), its successors and assigns, which shall be entitled to three (3) votes for each Unit owned by Declarant. The voting power to which the Declarant is entitled shall at all times be calculated to include all Units owned by Declarant and all Units that the Declarant has reserved the right to build on the Additional Property. Upon the end of the Declarant Control Period, the Class B member shall be deemed to be a Class A member, and if then an Owner, shall be entitled to one vote for each Unit in which Declarant holds the interest required for Class A membership.

Section 3. SUSPENSION OF VOTING RIGHTS.

The right of any Member to vote and the right of any Member, his family or guests to use any recreational facilities that may be acquired by the Association shall be suspended during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or regulations adopted by the Association.

Section 4. POWERS OF THE ASSOCIATION

Declarant hereby delegates to, and the Association hereby is permitted to exercise all powers described in the Governing Documents, the Act and the statute under which it was incorporated. Neither this Planned Community nor the Association is subject to any Master Association.

**ARTICLE IV.
PROPERTY RIGHTS AND OBLIGATIONS IN THE COMMON AREA**

Section 1. MEMBERS' EASEMENT AND ENJOYMENT.

Subject to the provisions of Section 2 below, every Member shall have a non-exclusive easement of ingress and egress over the Common Area and a non-exclusive easement and right of enjoyment in and to the Common Area, and such easements shall be appurtenant to and shall pass with the title to every Unit.

Section 2. EXTENT OF MEMBERS' EASEMENTS.

The rights and easements in favor of the Members created hereby and the title of the Association to the Common Area shall be subject to the following and as further provided herein:

- (a) The right of the Association, as provided in the Governing Documents, to borrow money for the purpose of improving, repairing and maintaining the Common Area or any improvements thereon, and in aid thereof to mortgage said properties, which rights of such mortgagee in said properties shall be subordinate to the rights of the Members hereunder,
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure,
- (c) The right of the Association, as provided in the Governing Documents, to suspend the voting and enjoyment rights of any Member for any period during which any assessments remain unpaid, and to suspend the said enjoyment rights for any period not to exceed sixty (60) days and to impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction, provided, however, that nothing contained in this Section 2(c) shall be deemed to deny an Owner access to and from his or her Unit or Dwelling located on the Subject Property,
- (d) The right of the Association to charge reasonable admission and other fees to Members for the use of the Common Area,
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. Except for the installation of utilities pursuant to the easements created by

Article X hereof, no such dedication or transfer shall be effective unless an instrument signed by all Members has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. The consent requirements of Article XII, Section 5, must also be met to effect a valid dedication or transfer,

- (f) Rights, if any, of the City of Blaine to maintain the Common Area in the event of failure by the Association to do so,
- (g) Utility and drainage easements to install sewer, water, gas, electric and telephone lines, transformers, towers, poles, lighting fixtures, pipes, conduits, cables, wires, drainage channels and other utility facilities, including the right of access thereto for the purpose of constructing, installing, repairing, maintaining, altering and modifying any such facilities,
- (h) Encroachments, if any, created pursuant to Section 5 of this Article

Section 3. DELEGATION OF USE.

Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family or to his or her tenants who reside on the Subject Property, subject to the limitation contained in Article IX, Section 9 regarding rental of Dwellings

Section 4. TAXES AND MUNICIPAL SPECIAL ASSESSMENTS ON COMMON AREAS.

Taxes and special assessments that would normally be levied against the Common Area shall be divided and levied against the individual Units in the Subject Property in equal proportion, or as the governmental taxing authorities shall determine, which levies shall be a lien against said individual Units

Section 5. ENCROACHMENTS.

Notwithstanding any other provisions contained herein, in the event any Dwelling or garage or any fireplace, roof, air conditioner, flower box, deck, patio, balcony, eaves, or other appurtenance on any Unit as originally constructed (or as reconstructed or added to in accordance with the provisions of Article VIII herein) encroaches upon or overhangs upon any part of the Common Area, then a perpetual easement appurtenant to such encroaching or overhanging Unit shall exist for the continuance of such encroachment or overhang upon the Common Area

Section 6. PARKING RIGHTS.

Ownership of each Unit shall entitle the Owner to the right of ingress and egress in and to the Owner's garage and the right to exclusive use of the driveway/parking pad located adjacent to the Owner's Unit

Section 7. ASSOCIATION'S EASEMENTS.

The Association or its agents or employees shall have the right to go upon any Unit in connection with the maintenance or repair of the Common Area or any improvements thereon or in connection with its maintenance responsibilities set forth in Article XIII

ARTICLE V.
SPECIAL DECLARANT RIGHTS

Section 1. RESERVATION OF RIGHTS.

The Declarant shall have and hereby reserves for its benefit the exclusive and unconditional right to

- (a) complete improvements indicated on the Plat,
- (b) create Units and/or Common Area on the Subject Property or relocate boundaries between Units or to otherwise alter Units owned by it,
- (c) maintain a sales office, a management offices, model Units and Dwellings, sales and rental facilities and signs advertising the Subject Property within the Common Area and/or any Units owned by the Declarant from time to time, located anywhere on the Property,
- (d) merge the Planned Community with any other planned community (as defined in the Act),
- (e) control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board of Directors of the Association pursuant to Section 515B 3-103 of the Act, until the earlier of the voluntary surrender of control by Declarant or the end of the Declarant Control Period. Notwithstanding the foregoing, the Members other than Declarant shall have the right to nominate and elect not less than 33 1/3% of the directors of the Association at a meeting of the Members which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Units authorized to be included in the Subject Property and built on the Additional Property, and
- (f) to add all or a portion of the Additional Property to the Planned Community

Additionally, for so long as Declarant is a Class B Member of the Association, Declarant's written consent shall be required for any amendment to the Governing Documents which directly or indirectly affects or may affect Declarant's rights under the Governing Documents

Section 2. DECLARANT'S EASEMENT.

The Declarant shall convey fee simple title to the Common Area to the Association as of the date of conveyance of any Unit to an Owner other than Declarant, provided, however, that Declarant shall have and does hereby reserve the right and easement to enter upon and pass through, on and over such Common Area for the purpose of maintaining, developing and improving the Common Area, the Additional Property, or Units and marketing and selling Units, and provided further that Declarant may place a mortgage or other lien upon the Common Area in connection with the development and improvement thereof, but any and all such mortgages and liens shall be released as to the Common Area prior to conveyance thereof to the Association. The Declarant shall improve the Common Area, in locations selected by it and pursuant to its plans and specifications, with paths, landscaping and such other improvements and amenities as the Declarant shall determine. The Association shall at all times have responsibility for management and maintenance of the Common Area and shall govern and control the same to the same extent as if the Common Area were owned by the Association, except for the rights and easements of Declarant provided in this Section 2. The cost of such maintenance shall be assessed against the various Units as set forth in Article VI herein

ARTICLE VI.
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

The Declarant, for each Unit owned by it within the Subject Property, hereby covenant, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments. Such assessments, together with interest, costs of collection and reasonable attorneys' 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 of collection and reasonable attorneys' 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. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them, but may continue to be a lien on the Unit. No Owner may avoid the lien of, or personal liability for, such assessment by nonuse of the Common Area or abandonment of the Owner's Unit. All assessments shall be fixed, established and collected in the manner provided in this Article. A lien created under this Article is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage encumbering the fee simple interest in the unit, (iii) liens for real estate taxes and other governmental assessments or charges against the unit.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subject Property and for the improvements and maintenance of the Common Area and other areas that the Association is obligated to maintain as provided herein. The annual assessments shall be payable in regular installments and shall be used for (but not limited to) hazard insurance for Common Area and Dwellings, maintenance to be performed by the Association pursuant to Article XIII, an adequate reserve fund for maintenance, repairs and replacement of the Common Area and improvements thereon and other areas that must be replaced on a periodic basis, and maintenance, repairs and replacement of water, sewer and the utility lines and fixtures that are not the responsibility of the City of Blaine, which serve the Common Area or any Unit. Said annual assessments shall also be used for maintenance and replacement of lawn, landscaping and shrubbery on Common Areas, for snow removal from paths and sidewalks located on Units and Common Area and public sidewalks, and for maintenance and replacement of lawn, landscaping and shrubbery located on public boulevards and exterior maintenance of the Dwellings situated upon the Subject Property.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

Except as provided in Section 8, below, annual and special assessments shall be levied equally between all the Units and may be collected on a monthly basis, provided, however, that assessments arising out of the negligence or nonperformance of any obligation of an Owner shall be for additional nonuniform amounts and shall be immediately due in full from the Owner and assessments against fewer than all Units shall be set pursuant to Section 7 below. In addition, upon determination by the Board the costs of insurance may be assessed in proportion to risk or coverage of the Unit being assessed.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole

or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of Members holding at least seventy-five percent (75%) of the voting power of the Association and who are voting in person or by proxy at a meeting duly called for this purpose. If additional Units are added to the Subject Property by the addition of all or any portion of the Additional Property to the Subject Property, the Owner of each additional Unit shall be responsible for all special assessments levied on or after the date of such addition.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS

The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of assessments undertaken as incident to a merger or consolidation in which the Association is authorized to participate. The consent requirements of Article XII, Section 5, must also be obtained to effect a valid change in the method of determining the assessments.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

Written notice of any meeting of the general membership required for an action authorized under Sections 3, 4 or 5 shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the entire voting power of each class of 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 one-half of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. ANNUAL AND SPECIAL ASSESSMENTS.

Except as provided in Section 8, below, both annual and special assessments must be allocated equally between all the Units. This requirement shall not apply to

- (a) common expenses or portions thereof benefiting fewer than all of the Units, which may be assessed exclusively against those Units benefitted in equal proportion,
- (b) reasonable attorneys' fees incurred by the Association in connection with the collection of assessments or the enforcement of the Governing Documents or the Rules against a Member, which may be assessed against the Member's Unit,
- (c) fees and charges, interest, fines and late charges for services provided to specific Units, late payments of assessments, violations of the Governing Documents or Rules, fees for preparation of Association documents, resale certificates, etc., and
- (d) willful or negligent acts as set forth in Section 11 hereof.

If additional Units are added to the Subject Property (by the subdivision or conversion of Units by Declarant), the Owner of each additional Unit shall be responsible for all special assessments levied on or after the date of such addition.

Section 8. ALTERNATIVE ASSESSMENT PROGRAM FOR DECLARANT.

The Declarant hereby establishes an alternative assessment program as permitted by Minnesota Statutes, Section 515B 3-115(b). Specifically, if a common expense assessment has been levied, any Unit owned by the Declarant shall be assessed at the rate of 25% of the assessment that would otherwise be levied on such Unit until such Unit is substantially completed as evidenced by a certificate of occupancy issued with respect to such Unit by the City of Buffalo, provided, however, that that part of any assessment allocated to a replacement reserve shall be fully levied against each Unit, including Units owned by Declarant, upon substantial completion of the exterior of the building containing the Unit. Following issuance of a certificate of occupancy, each Unit owned by Declarant shall be assessed at the full rate. This reduced assessment shall apply to each Unit owned by the Declarant, and shall continue as to each such Unit until such unit is substantially completed as evidenced by the issuance of the certificate of occupancy as previously described. There are no assurances that this alternative assessment program will have no effect on the level of services for items set forth in the Association's budget.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES.

The annual assessments provided for herein shall commence as to all Units on the date that the first Unit is sold to an Owner other than Declarant (or their affiliates).

If additional Units are added to the Subject Property (by the subdivision or conversion of Units by Declarant or pursuant to Article VIII, Declarant shall not be responsible for the payment of any annual assessment on any such additional Unit until the amendment to this Declaration adding the additional Unit to the Subject Property is recorded. Upon such recording, all Units added by the amendment to this Declaration shall be subject to annual assessments. The initial payment of monthly installments for each additional unit shall be the installment amount payable by the Owner of each Unit in the Condominium prior to the Filing Date (the "Pre-Filing Installment Amount"), pro-rated for the period commencing with the Filing Date and ending with the date upon which such initial monthly installment is due. Subsequent monthly installments shall be in the amount equal to the Pre-Filing Installment Amount until the Association determines the next subsequent annual assessment.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable in equal installments on payment dates to be established by the Board of Directors.

The amount of annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 shall be fixed by the resolution authorizing such assessment.

Section 10. DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period.

Written notice of the assessment shall be sent to every Owner subject thereto, provided, however, that the failure to send such written notice shall not render any assessment invalid

The Board shall have the right to collect any annual or special assessment on a monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a given Unit have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. ASSESSMENT OF COST DUE TO WILLFUL OR NEGLIGENT ACTS.

If the need for maintenance or repair is due to the willful or negligent acts of an Owner or the Owner's family, guests, tenants or invitees, the cost of such maintenance less the net insurance proceeds received by the Association due to such act or neglect, if any, shall be assessed against such Owner's Unit and shall be added to and become a part of the current annual assessment against that Unit and, at the option of the Board, shall be payable in full with the next monthly installment of the then current annual assessment, or divided equally over the remaining months for the then current annual assessment and payable with and in addition to the monthly installments of the then current annual assessment.

Section 12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring (a) an action at law against the Owner personally obligated to pay the assessments, and/or (b) foreclose its lien for the amounts owed by the Owner.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit and file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed by the Association in the same manner in which mortgages on real property may be foreclosed by action or by advertisement under a power of sale in Minnesota. Each Owner, by acceptance of a deed for any Unit, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the assessment lien as if such lien were a mortgage containing a power of sale. In the event of any such foreclosure, and in the further event that the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure, including but not limited to, reasonable attorneys' fees. The person personally obligated to pay such lien shall also be required to pay the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof. Prior to reselling the Unit after foreclosure, no assessments shall be levied against the subject Dwellings, provided, however, that if the Association rents or leases the Dwelling, the Association shall once again have the right to levy assessments against said Dwelling. A release or satisfaction of the notice of lien shall be executed by an officer of the Association and recorded upon payment of all sums secured by such lien.

Section 13. SUBORDINATION OF LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Unit. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof

(including the delivery of a deed in lieu thereof) shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

All other parties acquiring liens on any Unit after this Declaration is recorded shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein.

The Association shall, upon written request, report to any first Mortgagee or other encumbrancer of a Unit the amount of the assessments remaining unpaid for a period longer than ninety (90) days after the same shall become due.

Section 14. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use,
- (b) All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemption, and
- (c) All Common Area as defined in Article I hereof
- (d) Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**ARTICLE VII.
PARTY WALLS**

Section 1. GENERAL RULES OF LAW TO APPLY.

Each wall which is built as a part of the original construction of the Dwelling upon the Subject Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. WEATHERPROOFING.

Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements

Section 5. RIGHT TO CONTRIBUTION RUNS WITH LAND.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title

Section 6. ARBITRATION.

In the event of any dispute arising concerning any party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators

Section 7. LIEN RIGHTS.

As soon as any expenses for repair and maintenance of a party wall are known, each Owner agrees to make the necessary payments due as soon as reasonably possible. If an Owner fails to make any payment which is due or is necessary to avoid a payment to any contractor, supplier or creditor becoming delinquent, the other Owner shall have the right to make such payment and upon making such payment, such payment shall be deemed to be due and owing from the defaulting Owner and the nondefaulting Owner shall have the right to file a lien against the defaulting Owner's Unit together with interest at the judgment rate as that rate is established from time to time. To evidence such lien, the non-defaulting Owner may prepare a written notice of lien, setting forth the amount due together with the interest, which notice shall be filed against the defaulting Owner's Parcel in the office of the Anoka County Registrar. This lien shall be superior to all other liens and encumbrances except liens for general real estate taxes and assessments and the lien of any first mortgage. Such lien can be enforced and foreclosed by an action in the same manner in which mechanic's liens can be enforced and foreclosed under the laws of the State of Minnesota and in such action the defaulting Owner shall be liable for all costs of such action including attorneys' fees

**ARTICLE VIII.
ADDITIONAL PROPERTY**

Section 1. RESERVATION OF RIGHTS TO ADD ADDITIONAL UNITS.

The Declarant hereby reserves the right to add all or any portion of the Additional Property to the Condominium. The Declarant's right to add any portion of the Additional Property to the Condominium will terminate ten (10) years following the date of recording of this Declaration. Portions of the Additional Property may be added at different times. The Declarant reserves the right to create no more than thirty (30) Units on the Additional Property. All buildings built and Units created on the Additional Property shall be restricted to residential use and shall be compatible with the Units constructed on the Subject Property in terms of architectural style, quality of construction, and principal materials employed in construction. Notwithstanding any provision set forth in this Declaration to the contrary, Units constructed on the Additional Property may vary in size (including the number of stories) from Units constructed on the Subject Property. All restrictions contained in this Declaration affecting the use, occupancy, ownership and alienation of Units will apply to units on the Additional Property that may be made subject to this Declaration. None of the assurances regarding the Subject Property contained in this Declaration shall

apply to any portion of the Additional Property not subjected to this Declaration pursuant to this Article. The Declarant make no other assurances with regard to the Additional Property pursuant to Minn Stat § 515B 2-106

Section 2. AMENDED DECLARATION.

The Declarant may add all or any portion of the Additional Property to the Planned Community at any time within the time limit set forth in Section 515B 2-106 of the Act by recording an Amended Declaration identifying that portion of the Additional Property that is being subjected to this Declaration. All improvements on the Additional Property being subjected to this Declaration by such an amendment shall be substantially completed prior to recording such amendment.

Section 3. TREATMENT OF ADDITIONAL PROPERTY.

The Additional Property shall not be subject to the provisions of this Declaration unless and until added to the Condominium by the filing of an Amended Declaration as described in this Article, but once added, shall be treated in the same manner as the Subject Property.

**ARTICLE IX.
ARCHITECTURAL CONTROL COMMITTEE**

No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Subject Property, additional fences, hedges, walls, walkways, and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the improvements on the Subject Property, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings erected upon the Subject Property by an architectural committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been given. If no application has been made to the architectural committee or their representatives, or if such application has been rejected, a suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or any Owner, in which suit the Association or any Owner shall have the right to collect reasonable attorneys' fees, costs and expenses. None of the members of the architectural committee shall be entitled to any compensation for their services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by such committee. During the time in which the Association has a Class B membership, all decisions of the architectural committee may be vetoed by the Declarant.

**ARTICLE X.
BUILDING AND USE RESTRICTIONS**

Section 1. LAND USE.

No Unit shall be used except for residential purposes.

Section 2. NUISANCES

No noxious or offensive activities shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood

Section 3. PETS.

No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the Common Area, except that dogs, cats or other household pets may be kept in the Dwellings subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Subject Property upon 30 days written notice from the Board of Directors. Pets may be kept outside a Dwelling only when personally attended on a leash by a Member (or a member of a Member's family) who shall immediately pick up and properly dispose of any pet wastes

Section 4. GARBAGE AND REFUSE DISPOSAL.

No Unit shall be use or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and no exterior burning of household refuse shall be done

Section 5. PROHIBITED STRUCTURES, WINDOW TREATMENTS AND LAWN ORNAMENTS.

No structure of a temporary character, basketball hoop, trailer, tent, shack, boat house, barn or other out-building shall be constructed on any Unit. No garage shall be used at any time as a residence either temporarily or permanently. Window treatments must be in harmony with the design of the Dwelling and the surrounding area and must be properly installed. No blankets, sheets, loose fabric or excessively-brightly colored window treatments shall be permitted. No lawn ornaments or sculptures shall be permitted on any Unit unless inside a Dwelling and not visible from the exterior of the Dwelling. The Architectural Control Committee shall be the final arbiter of any disputes under this Section

Section 6. STORAGE.

No boats, snowmobiles, trailers, camping vehicles, recreational vehicles, unlicensed or inoperable automobiles or trucks or other vehicles (except for one automobile belonging to the Owner or an Owner's guest) shall at any time be stored or parked on any Unit outside of a house or garage. No such boats, snowmobiles, trailers, camping vehicles, unlicensed or inoperable automobiles or trucks or other vehicles shall be stored or parked on any part of the Common Area without the express written approval of the Board of Directors

Section 7. SEWER FACILITIES

The sewer disposal facilities in the Subject Property shall be limited to the municipal sanitary sewer system

Section 8. TIME SHARES.

The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited

Section 9. RENTAL OF DWELLINGS.

A Dwelling may be rented by the Owner so long as such rental is not for transient or hotel purposes, which shall be defined as

- (a) rental for any period less than 6 months, or
- (b) any rental if the occupants of the Dwelling are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service

Any lease agreement between an Owner and a Tenant shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and rules of the Association, that any failure by the Tenant to comply with the terms of the Governing Documents or the rules shall be a default under the lease, and that the Association shall have the right to enforce the terms of the Lease, the Governing Documents or the Association rules by any legal means including, if necessary, by eviction of the tenant

ARTICLE XI.
EASEMENTS

Section 1. UTILITIES AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are hereby created and dedicated in, over and upon the Common Area owned by the Association. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with snow plowing or snow storage within these easements

Section 2. WATER AND ELECTRICITY EASEMENTS.

The rights and easements of enjoyment by the Owner of each Unit and the title of such Owner in said Unit shall be subject to the rights of the Association to an exclusive easement on and over said Unit for the purpose of installing and maintaining a source of water and electricity from Dwellings to serve the Common Area

If water or electricity taken from such Unit is used to serve the Common Area and such water and electricity is not separately metered, the Association and the Owner of the affected Unit shall agree on a reasonable method and amount of compensation payable therefore by the Association to the Owner. In the event that the parties cannot agree on a reasonable method and amount of compensation, each party shall choose one arbitrator and the two (2) arbitrators shall choose a third arbitrator and the decision of the majority of all arbitrators shall be final and conclusive of the method and amount of compensation to be paid

ARTICLE XII.
INSURANCE

Section 1. REQUIRED COVERAGE.

The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows

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

- (b) Comprehensive public liability insurance covering the ownership, existence, use, operation or management of the Subject Property, with minimum limits of \$1,000,000 per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location, and use to the Subject Property Unit owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, operation or management of the Common Area The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an owner or occupant of a Unit because of the negligent acts of the Association or other owners or occupants and shall cover claims of one or more insured parties against other insured parties The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit

- (c) Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the board or required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added

(d) Worker's compensation insurance, as required by law

(e) Policies carried pursuant to subsections (a) and (b) shall provide that

- (1) each Member and any secured party of the Member's Unit is an insured person under the policy with respect to liability arising out of the Member's interest in the Common Area or the Member's membership in the Association,
- (2) the insurer waives its rights to subrogation under the policy against any Member (or members of Member's household) and against the Association and Directors,
- (3) no act or omission by any Member or secured party, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy, and
- (4) the Association's policy shall be the primary insurance if, at the time of a loss under the policy, there is other insurance in the name of a Member covering the same property covered by the Association's policy

Section 2. ASSOCIATION COVERAGE OF UNITS.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate broad-form blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwellings, including the structural portions and fixtures thereof but exclusive of land, footings, excavation and other items normally excluded from coverage, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be an expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwellings shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

Section 3. REPLACEMENT OR REPAIR OF PROPERTY.

Any portion of the Subject Property that has been damaged or destroyed by a loss covered by the Association's insurance shall be promptly repaired or replaced by the Association unless (i) the Community is terminated, (ii) such repair or replacement would be illegal, or (iii) Members holding at least 80% of the voting power of the Association (including every Member and first mortgagee on a Unit which shall not be rebuilt) vote not to rebuild. If less than the entire Subject Property is repaired or replaced, the insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Community, the proceeds attributable to Units which are not rebuilt shall be distributed to the owners of those Units and the secured parties of those Units, as their interests may appear, and the remainder of the proceeds shall be distributed to all Unit Owners and secured parties as their interests may appear, in proportion to their common expense liability. The cost of repair or replacement of Common Area in excess of insurance proceeds and reserves shall be paid as a common expense, and the cost of repair of a Unit in excess of insurance proceeds shall be paid by the respective Unit Owner.

Section 4. CANCELLATION; NOTICE OF LOSS.

All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason,

without at least 30 days prior written notice to the Association, all of the insureds, and all mortgagees of Units (including, if applicable, the FHA or FNMA)

Section 5. REVIEW OF POLICIES.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed

Section 6. BLANKET CASUALTY INSURANCE BY OWNER.

If the Association does not elect to maintain blanket casualty and fire insurance pursuant to Section 2 of this Article, then any Owner of a Unit shall carry, maintain, and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism, and malicious mischief, with all risk endorsement insurance. Said insurance shall cover a minimum of the entire replacement cost of the improvements on such Unit and shall provide for at least ten (10) days' notice to the Board of Directors of the Association before cancellation or material change in such insurance.

Section 7. REALLOCATION OF INTERESTS FOR DESTROYED UNITS.

If, pursuant to Section 3, a Unit is not rebuilt after a casualty, that Unit's entire interest in the Common Area, votes in the Association and common expense liability are automatically reallocated upon the vote as if the Unit had been condemned, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

**ARTICLE XIII.
SPECIAL PROVISIONS**

Section 1. OVERRIDING PROVISIONS.

The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. NOTICE OF DEFAULT.

A first mortgagee of a Unit, upon request, is entitled to written notification from the Association of any default in the performance by the Owner of any obligation under the Governing Documents known to the Association which is not cured within sixty (60) days.

Section 3. EXEMPTION FROM RIGHT OF FIRST REFUSAL.

Any first mortgagee of a Unit who obtains title to a Unit pursuant to the remedies provided in its mortgage, or by foreclosure of its mortgage, or by deed or assignment in lieu of foreclosure, will be exempt from any right of first refusal contained in the Declaration or By-Laws.

Section 4. LIABILITY FOR UNPAID ASSESSMENTS.

Any first mortgagee of a Unit who obtains title to a Unit pursuant to the remedies provided in its mortgage or by foreclosure of its mortgage shall not be liable for the unpaid assessments of the Unit which accrue prior to the acquisition of title to such Unit by the mortgagee.

Section 5. RESTRICTED ACTIVITIES.

Until the Association has received written approval from all of the first mortgagees of Units, all Owners other than the Declarant and the Class B Member for so long as a Class B membership exists, the Association shall not be entitled to

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Units. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this subsection,
- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner,
- (c) By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the maintenance of the Common Area, party walls or common fences and driveways, or the upkeep of lawns and plantings,
- (d) Fail to maintain first and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than 100% of the insurable value, based on current replacement costs, or
- (e) Use hazard insurance proceeds received for losses to any Common Areas other than for the repair, replacement or reconstruction of such Common Areas

Section 6. EXAMINATION OF BOOKS AND RECORDS.

First mortgagees shall have the right to examine the books and records of the Association

Section 7. RIGHT TO CURE DEFAULT.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums in hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association

Section 8. PRIORITY OF FIRST MORTGAGEES.

No provision of the Declaration or By-laws shall be construed as giving to the Owner or to any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area

Section 9. FORECLOSURE OF FIRST MORTGAGES AND CONTRACTS.

The sale or transfer of any Unit pursuant to the foreclosure of a first Mortgage, or pursuant to any other proceeding or arrangement in lieu of such foreclosure or cancellation, shall extinguish the lien of all other assessments as to the installments which became due prior to the effective date of such sale, transfer or

acquisition by the Mortgagee to the end that no assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed to such acquiring Mortgagee, whether such possession has passed at the termination of any period of redemption or otherwise, provided, however, that if a first mortgage on a Unit is foreclosed, the first mortgage was recorded after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581 or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B 3-115 (a), (e)(1) to (5), (f), and (i) of the Act, which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption. In the event of the extinguishment of such assessment lien as aforesaid, the entire amount of such unpaid assessment shall be reallocated and assessed against, and payable by the Owners of, all other Units in the Association, exclusive of such encumbered Unit. No such sale, transfer or acquisition of possession shall relieve an Owner of a Unit from liability for any assessments thereafter becoming due or from the lien thereof, nor shall it relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such Unit from the personal obligation to pay the same.

ARTICLE XIV. MAINTENANCE

Section 1. MANDATORY MAINTENANCE.

The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair (consistent with its natural character). In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance for the Dwelling upon each Unit which is subject to assessment hereunder, as follows: painting, repair, replacement, cleaning and care of roofs, soffits, fascia, gutters, downspouts and exterior building surfaces, care and replacement of trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include windows, doors, screens and garage doors (except painting, which shall be a responsibility of the Association), exterior air conditioning units, gardens, shrubs and other plantings established by Owners and not by the Association and private decks or patios except that if an Owner after notice neglects to replace broken glass in exterior surfaces, or fails to maintain the appearance of its air conditioning unit, or private deck or patio, the Association may do so, charging the cost thereof to such Owner. At the option of the Board, the Association may undertake to clean exterior glass surfaces. All such painting, repair and maintenance shall be done as and when, and to the extent that, the Board deems it necessary or desirable. The Association shall remove snow from the Common Area driveways, parking areas and sidewalks (including sidewalks located on Owners' Units), but shall not be required to remove snow from decks or patios.

Section 2. ACCESS AT REASONABLE HOURS.

For the purpose solely of performing the maintenance and repairs authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter any Dwelling and upon any Unit with such persons and material as the Association deems necessary at reasonable times during the day.

Section 3. EMERGENCY ACCESS.

For the purpose of performing emergency action to seal a Dwelling from weather or otherwise to prevent damage or destruction to any Dwelling, the Association through its duly authorized agents or employees, shall have the right to enter any Dwelling, and upon any Unit at any time, without notice, with such persons and material as the Association deems necessary to accomplish such emergency repairs or to take such emergency action

Section 4. LAWN AND PLANTING MAINTENANCE.

The Association shall mow, water, rake and maintain, to the extent the Board deems necessary or desirable, the irrigation system and all lawns and exterior plantings, except that the Association may, but shall not be required to, water gardens and plantings established by Owners, and to the extent the Association undertakes to do so, it will not be responsible for any damage to such gardens and plantings due to overwatering, underwatering or improper watering. In lieu of maintaining separate water lines for the Common Area, the Association may draw water for such common purposes from exterior sillcocks on each Dwelling, provided that it rotates such drawing among all Dwellings by a schedule or other reasonable means so as to approximately equalize the amount of water taken from each Dwelling over the course of a season

**ARTICLE XV.
EMINENT DOMAIN**

Section 1. TOTAL TAKING OF UNIT AND DWELLING.

If a Unit and Dwelling is acquired by eminent domain, or if so much of a Unit and Dwelling is acquired by eminent domain as to effectively leave the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award, including severance damages, shall compensate the Owner of the Unit and Dwelling and holder of a first mortgage or other security interest of record as their interests may appear. Any such remnant of a Unit and Dwelling remaining after part of a Unit and Dwelling is taken shall be conveyed to the Association and shall thereafter be Common Area. The voting rights and liability for expenses attributable to the Unit and Dwelling acquired by eminent domain shall be reapportioned among the remaining Units

Section 2. PARTIAL TAKING OF UNIT AND DWELLING.

Unless treated as a total taking under Section 1, if part of a Unit and Dwelling is acquired by eminent domain, the award shall compensate the Owner and first mortgagee of the Unit and Dwelling as their interests may appear for the reduction in value of the Unit and Dwelling. A partial taking of a Unit or Dwelling shall not affect the voting rights or liability of that Unit or Dwelling for common expenses

Section 3. TAKING OF COMMON AREA.

If part of the Common Area is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Area among the Owners and first mortgagees as their interests may appear in proportion to their Class A votes in the Association before the taking

ARTICLE XI.
GENERAL PROVISIONS

Section 1. ENFORCEMENT.

The Association or any Owner shall have the right to enforce, by a 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. RULES AND REGULATIONS.

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules shall be consistent with the rights and duties established in this Declaration. The Declaration shall supersede any conflicting rules by the Association.

Section 3. SEVERABILITY.

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

Section 4. ENFORCEMENT AND AMENDMENT.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Except as provided in the Act or as hereinafter provided, the covenants and restrictions of this Declaration may be amended only by the assent of Members holding at least seventy-five percent (75%) of the voting power of each class of Members. Any amendment must be properly recorded and a recorded certificate of the Secretary of the Association certifying that the amendment was approved by Members holding at least 75% of the voting power of each class of Members shall be sufficient evidence of such fact. The prior written approval of all the first mortgagees of Dwellings or Owners other than the Declarant shall be required for any amendment of this Declaration which would affect the right of the Association to do any of the acts specified in Article XIII, Section 5(a), (b), (c), (d) and (e).

Section 5. NOTICES.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage-paid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.

Section 6. MERGERS.

Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
WILDWOOD VILLAGE AND
WILDWOOD VILLAGE 2 TOWNHOMES

EXHIBIT A

Subject Property

Lots Nine (9) through Sixteen (16), inclusive, all in Block One (1), Wildwood Village according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

AND,

Lots Sixteen (16) through Eighteen (18), inclusive, and Lots Twenty-six (26) through Thirty-one (31), inclusive, all in Block One (1), Wildwood Village 2 according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

AND,

Lot Seventeen (17), Block One (1), Wildwood Village according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

AND,

Lot Thirty-two (32), Block One (1), Wildwood Village 2 according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
WILDWOOD VILLAGE AND
WILDWOOD VILLAGE 2 TOWNHOMES

EXHIBIT B

Additional Property

Lots One (1) through Eight (8), inclusive, all in Block One (1), Wildwood Village according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

AND,

Lots One (1) through Fifteen (15), inclusive, and Lots Nineteen (19) through Twenty-five (25), inclusive, all in Block One (1), Wildwood Village 2 according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
WILDWOOD VILLAGE AND
WILDWOOD VILLAGE 2 TOWNHOMES

EXHIBIT C

Common Area

Lot Seventeen (17), Block One (1), Wildwood Village according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

AND,

Lot Thirty-two (32), Block One (1), Wildwood Village 2 according to the plat thereof on file and of record in the Office of the Registrar of Titles in and for Anoka County, Minnesota

TORRENS

Receipt #	3081180/20-	<input type="checkbox"/> Tax Lien/Release
Date/Time	6/18/03, 15:00	<input type="checkbox"/> Transfer
Doc Order	1 of 2	<input checked="" type="checkbox"/> Division
Recordability	Jay	<input type="checkbox"/> Status
Filing Fees	20-	<input type="checkbox"/> New legal Description
Well Cert Rec'd		<input type="checkbox"/> GAC
		<input type="checkbox"/> Deferred Specials
		<input type="checkbox"/> No Change
<input type="checkbox"/> Certified Copy/ _____ <input type="checkbox"/> Non-standard Document <input type="checkbox"/> _____ <input checked="" type="checkbox"/> From Certificate 97688 A # New Certificates 0		
BK	266	Page/Cert 97688

DOCUMENT NO

434802.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON JUN 18 2003

AT 3:00 PM AND WAS DULY RECORDED
FEES AND TAXES IN THE AMOUNT OF \$20.00 PAID

RECEIPT NO 2003081180

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

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

434802.0 TORRENS
TWIN CITY TITLE COMPANY
570 140
433 JACKSON ST
ANOKA MN 55303