

WOODLAND CREEK GOLF VILLAS

KNOW ALL PERSONS BY THESE PRESENTS: That D. Ron, L.L.C., a Limited Liability Company and M.D. Olson Properties, L.L.C., a Limited Liability Company, fee owners, of the following described property situated in the County of Anoka, State of Minnesota, to wit:

Tract A of REGISTERED LAND SURVEY NO. 222

Have caused the same to be surveyed and platted as WOODLAND CREEK GOLF VILLAS and do hereby donate and dedicate to the public for public use forever the easement and the drainage and utility easements as shown on this plat in witness whereof said D. Ron, L.L.C., a Limited Liability Company and M. D. Olson Properties, L.L.C., a Limited Liability Company have caused these presents to be signed by their proper officer this 14th day of July, 2003.

D. RON, L.L.C.

Ronald M. Vannelli, Chief Manager

M.D. OLSON PROPERTIES, L.L.C.

Michael Olson, Chief Manager

STATE OF MINNESOTA
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 14th day of July, 2003 by Ronald M. Vannelli, as Chief Manager of D. Ron, L.L.C., a Limited Liability Company, on behalf of the company.

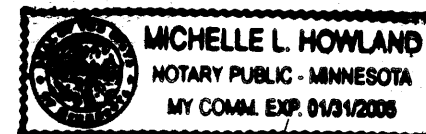


Michelle L. Howland
My Commission Expires Jan 31, 2005

Notary Public, Minnesota

STATE OF MINNESOTA
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 14th day of July, 2003 by Michael W. Olson, as Chief Manager of M.D. Olson Properties, L.L.C., a Limited Liability Company, on behalf of the company.



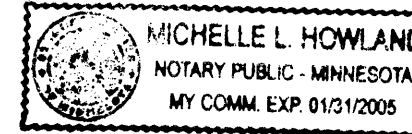
Michelle L. Howland
My Commission Expires Jan 31, 2005

Notary Public, Minnesota

I hereby certify that I have surveyed and platted the property on this plat as WOODLAND CREEK GOLF VILLAS; that this 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 on said plat or will be placed as required by the local governmental unit as designated on said plat; that the outside boundary lines are correctly designated on said plat; and that there are no wetlands as defined in MS 505.02, subd. 1, or public highways to be designated other than as shown.

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this 14th day of July, 2003 by Charles R. Christopherson, Land Surveyor.



Charles R. Christopherson
Charles R. Christopherson, Land Surveyor
Minnesota License No. 18420

Michelle L. Howland
Notary Public, Minnesota
My Commission Expires January 31, 2005.

ANDOVER, MINNESOTA

This plat of WOODLAND CREEK GOLF VILLAS was approved and accepted by the City Council of Andover, Minnesota, at a regular meeting thereof held this 14th day of July, 2003. 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.

CITY COUNCIL OF THE CITY OF ANDOVER, MINNESOTA

Michael W. Olson
Mayor

Christie Bell
Clerk

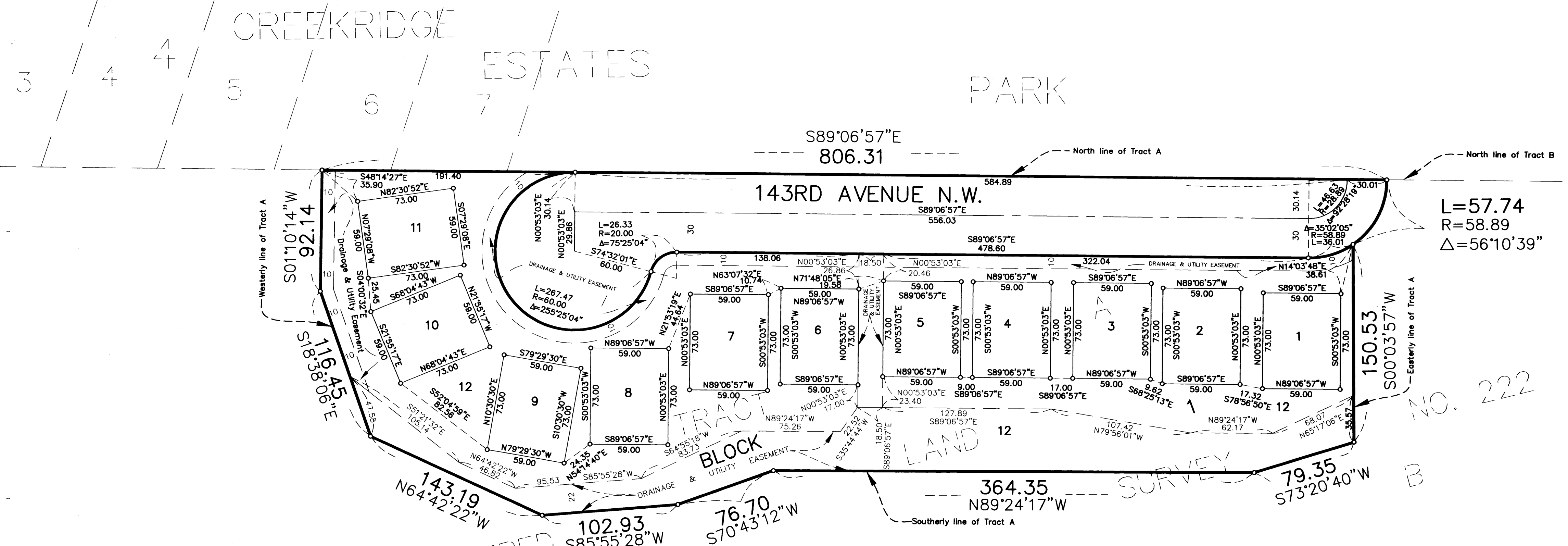
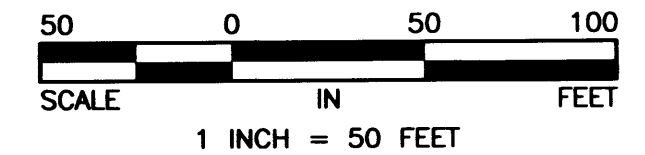
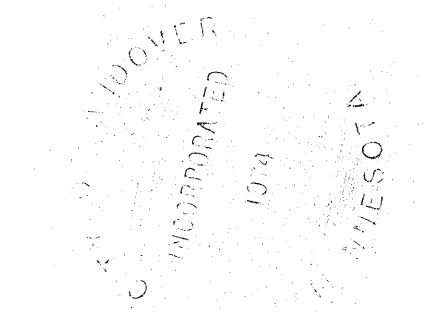
ANOKA COUNTY SURVEYOR

This plat was checked and approved on this 15th day of July, 2003.

Larry D. Holm
Larry Holm, Anoka County Surveyor

- Denotes found monument.
- Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 18420.

For the purposes of this plat the north line of Tract A, Registered Land Survey No. 222 is assumed to bear S 89°06'57"E



I HEREBY CERTIFY THAT THE CURRENT AND DELINQUENT TAXES ON THE LANDS DESCRIBED WITHIN ARE PAID AND THE TRANSFER IS ENTERED
 July 15, 2003
 MAUREN J. DEVINE
 PROPERTY TAX ADMINISTRATOR
 BY *S. Colver*
 DEPUTY PROPERTY TAX ADMINISTRATOR

Office of REGISTRAR OF TITLES
 STATE OF MINN. T.
 COUNTY OF ANOKA 437817.0
 I hereby certify that the within instrument was filed in this office on July 15, 2003 at 2:30 o'clock P.M.
 Maureen J. Devine, Registrar of Titles
 By *TAP*
 Deputy Registrar of Titles

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: Andover CERTIFIED BY: [Signature] ON 7-15-03

MAP # 2922 PLAT BOOK: 18 OF TORNS PAGE 41

DOC. DATE: 7-14-03 NO. OF PAGES: 1 TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: Woodland Creek Golf Villas

LONG NAME: Woodland Creek Golf Villas

437817

| A/T | PARENT PINS | KEY | RES? | GRANTORS (Fees, C/Ps, Mortgagees) | Marital Status |
|-----|--------------------------|-----|------|--------------------------------------|----------------|
| T | 29-32-24-44-0004 | | | D Ron LLC | |
| | 44-0019 | | | M D Olson Properties LLC | |
| | (underlying) RLS #222 | | | | |
| | | | | | |
| | | | | | |

FILED BY: Reg Abist PHONE: 427 3012

TAXPAYER NAME: M D Olson Prop.

ADDRESS: PO Box 67

CITY: Forest Lake STATE: Mn ZIP: 55025

NEW PARCELS

| LOT | BLOCK | LOT | BLOCK | LOT | BLOCK |
|------|-------|-----|-------|-----|-------|
| 1-12 | 1 | | | | |
| | | | | | (12) |
| | | | | | |
| | | | | | |

DELO & CURRENT TAXES ARE PAID:

INITIALS: [Signature]

DATE: 7/15/03

DIV. NO.: _____
DIV. FEE: \$400-

TORRENS

| | | |
|--|-------------------------|--|
| Receipt # | 3093233/460- | <input type="checkbox"/> Tax Lien/Release |
| Date/Time | 7/15/03 14:30 | <input type="checkbox"/> Transfer |
| Doc Order | 3 of 6 | <input checked="" type="checkbox"/> Division |
| Recordability | Jap | <input type="checkbox"/> Status |
| Filing Fees | \$60- 400.00 div fee | <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 | 99319 A | # New Certificates 0 |
| BK 266 | Page/Cert | 99319 |

DOCUMENT NO 437817.0 TORRENS
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON JUL 15 2003
 AT 2:30 PM AND WAS DULY RECORDED
 FEES AND TAXES IN THE AMOUNT OF \$460 00 PAID
 2003093233
 RECEIPT NO

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

93751700 TORRENS
 A DISTRICT ADMINISTRATOR
 215 3RD AVE N
 ANOKA, MN 55303

446478

(Reserved for Recording Data)

CP

COMMON INTEREST COMMUNITY NUMBER 153
A PLANNED COMMUNITY

WOODLAND CREEK GOLF VILLAS TOWNHOMES
DECLARATION

Woodland Creek Golf Villas Townhomes

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COMMON INTEREST COMMUNITY NUMBER 153
A PLANNED COMMUNITY

**WOODLAND CREEK GOLF VILLAS TOWNHOMES
DECLARATION**

This Declaration is made in the County of Anoka, State of Minnesota, on this 25th day of September, 2003, by M D Olson Properties, LLC, a Minnesota limited liability company and D Ron, LLC, a Minnesota limited liability company (hereinafter jointly and collectively 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 Woodland Creek Golf Villas Townhomes as a planned community

WHEREAS, Declarant is the owner of certain real property located in Anoka County, Minnesota, legally described in Exhibit A attached hereto, and Declarant desires to submit said real property and all improvements thereon (collectively the "Property") to the Act as a planned community, and

WHEREAS, Declarant desires to establish on the Property a plan for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the structural quality and the original architectural character of the Property, and

WHEREAS, the Property is not subject to an ordinance referred to in Section 515B 1-106 of the Act governing conversions to common interest ownership and is not subject to a master association as defined in the Act,

NOW, THEREFORE, Declarant makes the Declaration and submits the Property to the Act as a planned community under the name "Woodland Creek Golf Villas Townhomes," consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and the Property shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein and their heirs, personal representatives, successors and assigns

**SECTION 1
DEFINITIONS**

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise)

- 1.1 "Act" shall mean the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended

- 1 2 “Assessments” shall mean all assessments levied by the Association pursuant to Section 6 of this Declaration, including annual assessments, special assessments and limited allocation assessments
- 1 3 “Association” shall mean the Woodland Creek Golf Villas Owners' Association, a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Minnesota Statutes Section 515B 3-101 of the Act, whose members consist of all Owners
- 1 4 “Board” shall mean the Board of Directors of the Association as provided for in the Bylaws
- 1 5 “Bylaws” shall mean the Bylaws governing the operation of the Association, as amended from time to time
- 1 6 “Common Elements” shall mean all parts of the Property, except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants The Common Elements are legally described in Exhibit B attached hereto
- 1 7 “Common Expenses” shall mean all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Common Expenses in the Declaration or Bylaws
- 1 8 “Dwelling” shall mean a building consisting of one or more floors, designed and intended for occupancy as a single-family residence, and located within the boundaries of a Unit The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located
- 1 9 “Eligible Mortgagee” shall mean any Person owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit 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
- 1 10 “Governing Documents” shall mean this Declaration and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property
- 1 11 “Limited Common Elements” shall mean a portion of the Common Elements allocated by the Declaration or by operation of Section 515B 2-102(d) or (f) of the Act for the exclusive use of one or more but fewer than all of the Units

- 1 12 “Member” shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.
- 1 13 “Occupant” shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.
- 1 14 “Owner” shall mean a Person who owns a Unit, but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B 1-103(30) of the Act. The term “Owner” includes, without limitation, contract for deed vendees and holders of a life estate.
- 1 15 “Person” shall mean a natural individual, corporation, limited liability company, partnership, trustee or other legal entity capable of holding title to real property.
- 1 16 “Plat” shall mean the recorded plat depicting the 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.
- 1 17 “Property” shall mean all of the real property submitted to this Declaration, including the Dwellings and all other structures and improvements located thereon. The Property is legally described in Exhibit A attached hereto.
- 1 18 “Rules and Regulations” shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.
- 1 19 “Unit” shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as shown on the Plat, including all improvements thereon, but excluding the Common Elements.

Any terms used in the Governing Documents, defined in the Act and not in this Section, shall have the meaning set forth in the Act.

SECTION 2

DESCRIPTION OF UNITS, BOUNDARIES AND RELATED EASEMENTS

- 2 1 Units. There are 11 Units. All Units are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units pursuant to Section 515B 2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference, and a schedule of Units is set forth on Exhibit A attached hereto. The Unit identifier for a Unit shall be its lot and block numbers and the subdivision name.

- 2.2 Unit Boundaries 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. The Units shall have no upper or lower boundaries. All improvements within the boundaries of a Unit are a part of the Unit.
- 2.3 Access Easements Each Unit shall be the beneficiary of a perpetual appurtenant easement for access to a public street or highway on or across those portions of the Common Elements paved for use as streets, as shown on the Plat, and on or across that part of the Common Element lying between such Unit and said portion of the Common Elements paved for use as streets as may be identified on the Plat, or by a Development Agreement between Declarant and the City of Andover, or by the Association for use as a driveway, subject to any restrictions set forth in the Governing Documents or the Rules and Regulations.
- 2.4 Use and Enjoyment Easements Each Unit shall be the beneficiary of perpetual appurtenant easements for use and enjoyment on and across the Common Elements, and for use and enjoyment of any Limited Common Elements allocated to the Unit, subject to any restrictions authorized by the Governing Documents.
- 2.5 Utility and Maintenance Easements Each Unit shall be subject to and shall be the beneficiary of perpetual appurtenant easements for all services and utilities servicing the Units and the Common Elements, and for maintenance, repair and replacement as described in Section 13.
- 2.6 Declarant's Easements Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 17.
- 2.7 Recorded Easements The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.
- 2.8 Easements are Appurtenant All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall run with the land and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.
- 2.9 Impairment Prohibited No person shall materially restrict or impair any easement benefiting or burdening the Property, subject to the Declaration and the right of the Association to establish and enforce reasonable Rules and Regulations governing the use of the Property.
- 2.10 Benefit of Easements All easements benefiting a Unit shall benefit the Owners and Occupants of the Unit, their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such

delegated occupancy, except as a guest of an Owner or Occupant or in connection with the inspection of the Unit or recovery of possession of the Unit from the Occupant pursuant to law

SECTION 3
COMMON ELEMENTS, LIMITED COMMON ELEMENTS
AND OTHER PROPERTY

3.1 Common Elements The Common Elements and their characteristics are as follows

- a All of the Property not included within the Units constitutes Common Elements. The Common Elements include, but are not limited to, all areas and items listed in this Section 3, and those parts of the Property described in Exhibit B attached hereto or designated as Common Elements on the Plat or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.
- b The Common Elements shall be subject to (i) certain easements as described in Sections 2, 13 and 17, (ii) the rights of Owners and Occupants in Limited Common Elements appurtenant to their respective Units, and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.
- c Except as otherwise expressly provided in the Governing Documents, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.
- d Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 Limited Common Elements The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, and the rights to the use and enjoyment of the Limited Common Elements are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units as follows

- a Those items or areas designated as Limited Common Elements on the Plat or by the Act,
- b Driveway, sewer lines, water lines, wires, conduit or other utility installations, or any other components or fixtures lying outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion

of the Common Elements is a part of the Common Elements, but is not a Limited Common Element

- 3.3 Annexation of Other Property Other real property may be annexed to the common interest community as Units or Common Elements, or any combination thereof, and subjected to this Declaration, with the approval of (i) Owners (other than Declarant) of Units to which are allocated at least sixty-seven percent (67%) of the votes in the Association, and (ii) Declarant so long as Declarant owns any unsold Unit for sale

SECTION 4 ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, the allocation to each Unit of a portion of the votes in the Association, a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions

- 4.1 Membership Each Owner shall be a member of the Association by virtue of Unit ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights
- 4.2 Voting and Common Expenses Voting rights and Common Expense obligations are allocated equally among the Units, subject to Sections 6.4 and 6.7
- 4.3 Appurtenant Rights and Obligations The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations, interests and the title to the Units shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit, shall be void. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act
- 4.4 Authority to Vote The Owner or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, 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 fully described in Section 3 of the Bylaws

SECTION 5 ADMINISTRATION

The administration and operation of the Association and the Property including, but not limited to the acts required of the Association, shall be governed by the following provisions

- 5 1 General The operation and administration of the Association and the Property shall be governed by the Governing Documents, the Rules and Regulations, and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board, unless specifically stated to the contrary.
- 5 2 Operational Purposes The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible, and (iii) preserving the value, and the architectural uniformity and character, of the Property.
- 5 3 Binding Effect of Actions All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.
- 5 4 Bylaws The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association and shall be binding on all Owners and Occupants.
- 5 5 Management The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.
- 5 6 Rules and Regulations The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property, provided, however, that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations

shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

- 5.7 Association Assets, Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 6 ASSESSMENTS

- 6.1 General Assessments. Assessments shall be determined and assessed against the Units by the Board, in its discretion, subject to the requirements and procedures set forth in this Section 6 and the requirements of the Bylaws. Assessments shall include annual assessments under Section 6.2, and may include special assessments under Section 6.3 and limited allocation assessments under Section 6.4. Annual and special assessments shall be allocated among the Units equally, in accordance with the allocation formula set forth in Section 4.2. Limited allocation assessments under Section 6.4 shall be allocated to Units as set forth in that Section.
- 6.2 Annual Assessments. Annual assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared equally by all Units in accordance with the allocation set forth in Section 4.2. Annual assessments shall be payable in equal monthly installments. Annual assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of the Common Elements and those parts of the Units for which the Association is responsible.
- 6.3 Special Assessments. In addition to annual assessments and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units equally in accordance with the allocation formula set forth in Section 4.2. Special assessments shall be used for the purpose of defraying, in whole or in part, the cost of any unforeseen and unbudgeted Common Expense.
- 6.4 Limited Allocation Assessments. In addition to annual assessments and special assessments, the Board may, at its discretion, levy and allocate limited allocation assessments among only certain Units in accordance with the following requirements and procedures:
- a. Any assessment associated with the maintenance, repair or replacement of a Limited Common Element may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned.

- b Any assessment or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited
- c Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of assessments, and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations against an Owner or Occupant, or their guests, may be assessed against the Owner's Units
- d Late charges, fines and interest may be assessed as provided in Section 14
- e Assessments levied under Section 515B 3-116(a) of the Act to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities
- f If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance
- g If any assessment or installment of an assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full

If Common Expense liabilities are reallocated for any purpose authorized by the Act, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities

Assessments levied under Sections 6 4(a) through (f) may, at the Board's discretion, be assessed as a part of or in addition to the Assessments levied under Section 6

6 5 Working Capital Fund There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services during the Association's beginning years of operation. The Board shall include in each subsequent annual budget a reasonable amount of working capital based upon the anticipated needs of the Association for the year in question. There shall be contributed on a one-time basis for each Unit sold an amount equal to two (2) months' installments of the estimated Common Expense Assessment for the Unit. The contribution shall be paid at the earlier of the time of closing of sale of the Unit or the time of termination of the period of Declarant control under Section 17 6. The contributions to this fund are in addition to the regular monthly installments of the Assessments. The funds shall be deposited into a segregated Association account no later than the termination of the period of Declarant control. Declarant may not use the funds to defray any of its expenses, reserve contributions or construction costs, or to make up any budget deficit while Declarant is in

control of the Association. However, upon the closing of the sale of an unsold Unit, Declarant may reimburse itself from funds collected from the purchaser at the closing for any contributions made by Declarant to the working capital fund with respect to that Unit.

- 6.6 Liability of Owners for Assessments The obligation of an Owner to pay assessments shall commence at the later of (i) the time at which the Owner acquires title to the Unit, or (ii) the due date of the first assessment levied by the Board, subject to the alternative assessment program described in Section 6.7. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 14, in addition to any remedies provided elsewhere in the Governing Documents, the Rules and Regulations, or by law for the purpose of enforcing its rights hereunder.
- 6.7 Declarant's Alternative Assessment Program The following alternative assessment program is established pursuant to Section 515B 3-115(b) of the Act. Notwithstanding anything to the contrary in this Section 6, if a Common Expense assessment has been levied, any unsold Unit owned by Declarant shall be assessed at the rate of twenty-five percent (25%) of the Assessments levied on other Units of the same type until a certificate of occupancy has been issued with respect to such Unit by the municipality in which the Unit is located. This reduced Assessment shall apply to each Unit owned by Declarant at the time that the Unit is created and shall terminate with respect to each such Unit upon the issuance of the certificate of occupancy for the Unit. Although this alternative Assessment program will not affect the allocated share of replacement reserves attributable to Units owned by Declarant, there are no assurances that there will be no effect on the level of services for items set forth in the Association's budget.
- 6.8 Assessment Lien The Association has a lien on a Unit for any assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B 3-102(a)(10), (11) and (12) of the Act are liens and are enforceable as assessments under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability, unless agreed to in writing by the Association.

- 6 9 Foreclosure of Lien; Remedies A lien for Assessments may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement in a like manner as a mortgage containing a power of sale. The Association or its authorized representative shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit.
- 6 10 Lien Priority, Foreclosure A lien for Assessments is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, if (1) a first mortgage on a Unit is foreclosed, (2) the first mortgage was recorded on or after the date of recording of this Declaration, and (3) 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 (6) months immediately preceding the first day following the end of the Owner's period of redemption.
- 6 11 Voluntary Conveyances, Statement of Assessments In a voluntary conveyance of a Unit, the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Unit until released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Unit, including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7 RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

- 7 1 General The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Act, as amended from time to time. All

covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, shall run with the Property, and be a burden and benefit to all Owners and Occupants, and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns

7.2 Subdivision Prohibited Except as permitted by the Act, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Units

7.3 Residential Use The Units shall be used by Owners and Occupants, and their guests, exclusively as private, single family residential dwellings and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 7.4. The number of occupants per Dwelling shall be restricted in accordance with the Building Officials and Code Administration (BOCA) occupancy restrictions. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than seven (7) days or any occupancy which includes services customarily furnished to hotel guests shall be presumed to be for transient purposes

7.4 Business Use Restricted No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements, except

a An Owner or Occupant residing in a Unit may maintain a home occupation in such Unit and handle matters relating to such home occupation by telecommunications or correspondence therefrom, provided, however, that such uses are incidental to the residential use, do not involve physical alteration of the Unit visible from the exterior, are in compliance with all governmental laws, ordinances and regulations, and do not involve any observable business activity such as signs, advertising displays, regular deliveries, or pedestrian or vehicular traffic to and from the Unit by customers or employees

b The Association may maintain offices on the Property for management and related purposes

c Declarant may maintain offices, sales facilities and other business facilities on the Property in connection with the exercise of its special declarant rights

7.5 Leasing Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Unit shall be leased for transient or hotel purposes, (ii) that no Unit may be subleased, (iii) that all leases shall be in writing, and (iv) that all leases shall provide that they are subject to the provisions of the Governing Documents, the Rules and Regulations, and the Act, and (v) that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section

- 7 6 Delegation of Use An Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Unit to persons living in the Unit pursuant to a legal right of possession, provided, however, that such persons shall be subject to the Governing Documents, and the Rules and Regulations
- 7 7 Parking Garages and driveways on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants, and their guests, and such other incidental uses as may be authorized in writing by the Association. Parking in yards is prohibited. Garages shall not be converted to other uses or used for storage or other purposes which would prevent the parking of two automobiles in a garage. Recreational vehicles, unlicensed motor vehicles, trailers, boats, personal watercraft, snowmobiles or all terrain vehicles, or similar vehicles or equipment of any kind, may not be parked or stored outside of a garage or dwelling for more than 72 hours. The use of garages, driveways and any parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to further regulation by the Association including, without limitation, the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property
- 7 8 Animals No animal may be bred, kept or maintained for business or commercial purposes anywhere on the Property. However, subject to the previous restriction, the Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. This authority may be exercised so as to permit or prohibit different types of animals, but those animals which are permitted (if any) shall be limited to common domestic house pets such as dogs, cats, fish, birds and the like. The word "animal" shall be construed in its broadest sense and shall include all living creatures, except humans
- 7 9 Quiet Enjoyment, Interference Prohibited All Owners and Occupants, and their guests, shall have a right of quiet enjoyment in their respective Units. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by other Owners and Occupants, and their guests
- 7 10 Compliance with Law No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense for the Association or any Owner or Occupant
- 7 11 Alterations Except for those made by Declarant in consideration of its initial sale of a Unit, no alterations (as defined in Section 8) shall be made, caused or allowed to be made in any part of the Common Elements or in any part of the Unit which affects the Common Elements, another Unit or which is visible from the exterior of the Unit without the prior

written authorization of the Board or a committee appointed by it as provided in Section 8

- 7 12 Ponds, Wetlands and Trees Ponds, marshes, wetland areas, vegetation and trees, whether located on the Units or the Common Elements, and whether natural or otherwise, shall be maintained in substantially the same condition as originally established, subject only to (i) changes authorized by the Association consistent with all statutes, requirements, rules and regulations imposed on such areas and items by governmental authorities having jurisdiction, and (ii) the prior approval of any such governmental authorities, if required. No cutting, mowing, trimming, draining, dredging or other alteration of such areas and items shall be permitted, except as authorized by this Section 7 12, it being the intention that such areas and items remain and be maintained in substantially their condition as of the date of recording of this Declaration, subject to natural changes
- 7 13 Time Shares Prohibited 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
- 7 14 Golf Course Side of Units The side of any Unit facing the golf course adjoining the Property shall at all times be kept in a neat and orderly manner, free from all accessory structures, clubhouses, children's play areas including without limitation swingsets, jungle-gyms, slides, inflatable pools, wading pools, tree forts, and the like, and shall be kept free of clotheslines, above-ground pools of any sort, satellite television dishes, and the like

SECTION 8 ARCHITECTURAL STANDARDS

- 8 1 Restrictions on Alterations One of the purposes of this Declaration is to ensure that those parts of the Units which are visible from the exterior be kept architecturally attractive and uniform in appearance. Therefore, the following restrictions and requirements shall apply to alterations on the Property
- a Except as expressly provided in this Section 8, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Unit which affects the Common Elements or another Unit, or which is visible from the exterior of the Unit (collectively referred to as "alterations") shall be commenced, erected or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board or a committee appointed by it. Notwithstanding the foregoing, Declarant's written consent shall also be required

for alterations until the expiration of the Declarant control period described in Section 17.6

- b The Board may appoint and supervise an architectural committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section 8, in which case the references to the Board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board, which may also dissolve the architectural committee.
- c The Board shall establish the criteria for approval of alterations, which shall include and require, at a minimum:
 - (1) substantial uniformity of color, size, location, type and design in relation to existing Dwellings and topography,
 - (2) comparable or better quality of materials as used in existing Dwellings,
 - (3) ease of maintenance and repair,
 - (4) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations,
 - (5) substantial preservation of other Owners' sight lines, if material,
 - (6) compliance with all restrictions identified on the attached Exhibit C, and
 - (7) compliance with governmental laws, codes and regulations.

The Board or the appointed committee, if so authorized by the Board, shall be the sole judge of whether the criteria are satisfied.

- d A file of the resolutions approving all alterations shall be maintained permanently as a part of the Association's records.
- e An Owner may install one antennae of a reasonable height (as determined by the Board) on a Unit for the purpose of receiving television broadcast signals, provided, however, that the Board or an architectural committee appointed by it may require that the antenna be installed so as to minimize its visibility from the front of the Unit and otherwise camouflage its appearance, unless such requirements would unreasonably increase the cost of installation, maintenance or use of the antenna, or preclude reception of an acceptable quality signal. Such installation shall be subject to all governmental laws, codes and ordinances. The Board shall have authority to impose further, reasonable requirements consistent with law.

f Without limiting the foregoing, no accessory structure of any sort shall be built or moved onto any Unit "Accessory structure" shall include, but not be limited to, sheds, shacks, detached garages, ice houses, fish houses, dog houses, children's play houses and the like

8.2 Review Procedures The following procedures shall govern requests for alterations under this Section

a Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval

b The Board shall give the Owner written notice of approval or disapproval. If the Board fails to approve or disapprove within sixty (60) days after receipt of said plans, specifications and all other information requested by the Board of Directors, then approval shall be deemed to be granted, provided, however, that the alterations are done in accordance with the plans, specifications and related information which were submitted

c If no request for approval is submitted, approval shall be denied

8.3 Remedies for Violations The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement incurred by the Association, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Unit and to restore any part of the Dwelling or Unit to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit

8.4 Hold Harmless The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board, shall be solely responsible for the construction standards and specifications relating to the alteration and the construction work. The Owner, and not the Association, is responsible for determining whether any alteration is in violation of any restrictions imposed by any governmental authority having jurisdiction over the Property. The Owner shall hold the Association harmless and indemnify the Association and its officers and directors from and against any expenses, claims, damages, losses or other liabilities including, without limitation, attorneys' fees and costs of litigation arising out of (i) any alteration which violates any governmental laws, codes, ordinances or regulations, (ii) the adequacy of the specifications for construction of the alterations, and (iii) the construction of the alterations

SECTION 9

MAINTENANCE

- 9 1 Maintenance by Association The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements, including all improvements thereon. In addition, the Association shall
- a provide for reasonable snow removal from, and repair and replacement of driveways which are Limited Common Elements serving Units or located upon Units, and
 - b provide for lawn, shrub and tree maintenance on the yard areas of all Units, as originally installed, and watering of lawns

The Association's obligation to provide reasonable snow removal from driveways shall be subject to further regulation pursuant to the Rules and Regulations from time to time adopted by the Board

- 9 2 Maintenance by Owner Except for the exterior maintenance required to be provided by the Association under Section 9 1, all maintenance of the Dwellings and Units shall be the sole responsibility and expense of the Owners thereof. Except for driveways, the Limited Common Elements allocated to the Unit shall be maintained by the Owner of that Unit. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance, which the responsible Owner fails to or improperly performs, and charge and assess the Unit for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit

- 9 4 Damage Caused by Owner Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter the yard area of any Unit to do so), and the cost thereof may be charged and assessed against the Unit of the Owner responsible for the damage. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit

SECTION 10 RIGHTS GRANTED TO THE CITY OF ANDOVER

- 10 1 Purpose The City of Andover has executed various agreements with and secured certain covenants from the Declarant and has a continuing interest in the performance of those agreements and covenants. Further, the City of Andover is concerned that all conditions

requested by the City of Andover are complied with and that the Property is developed and maintained in accordance with the plan contemplated by this Declaration

- 10.2 Release of Liability The Declarant, for itself, its successors and assigns and, by acceptance a conveyance of a Unit, and Owner, for the Owner, the Owner's family and invitees, release and shall hold harmless the City of Andover (including its elected and appointed officials, employees, servants and agents) from all liability for enforcement or for nonenforcement of this Declaration, and further expressly acknowledge that the City of Andover is not obligated to perform or to enforce performance by the Declarant, the Association or others of any obligations contained in this Declaration
- 10.3 Specific Rights enforceable by the City of Andover The City of Andover, at its option and in its sole discretion, may enforce for the benefit of itself the specific provisions of Sections 7, 8, 9 and 13 of this Declaration
- 10.4 Right to Access In addition to any rights conveyed to it herein, the City of Andover shall have the right of access over the private streets and other Common Areas for purposes of law enforcement and fire protection and for repair and maintenance of public utilities
- 10.5 Exclusive Rights and Right to Access The rights granted by this section are exclusive to the City of Andover and may be exercised only by the City, in its sole discretion. No other person or entity, including the Association, the Declarant or Owners, whether or not a resident of Andover, shall be entitled to request or require the City to act pursuant to this section. The rights of the City of Andover under this section cannot be rescinded, cancelled or amended by the Declarant or the Owners without the written consent of the City. In the event the Association fails to maintain the private streets, common areas or other properties for which it is responsible in accordance with the applicable rules and regulations of the City of Andover, or fails to pay real estate taxes or assessments on Association properties as they become due and in the event the City of Andover incurs any expenses in enforcing its rules and regulations and said expenses are not immediately reimbursed by the Association, then the City of Andover shall have the right to assess each property that is subject to the Declarations its prorata share of said expenses. Said assessments together with interest thereon and costs of collection shall be a lien on each property against which each such assessment is made

SECTION 11 INSURANCE

- 11.1 Required Coverage The Association shall obtain and maintain, at a minimum 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 loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of improvements

on the Common Elements, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage,

- b commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements and Limited Common Elements in amounts deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees, agents and all other persons acting as agents, and insuring such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Common Elements. The Declarant shall be included as an additional insured in its capacity as a Unit Owner or Board member. The Unit Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements and Limited Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties,
- c fidelity insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board. The fidelity bond or insurance shall name the Association as the named insured and shall 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 (3) 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,
- d workers' compensation insurance as required by law,
- e directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time, and
- f such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners

11.2 Premiums, Improvements, Deductibles All insurance premiums shall be assessed and paid as an annual Assessment and allocated among the Units as determined by the Board consistent with the Governing Documents

11.3 Loss Payee, Insurance Trustee All insurance coverage maintained by the Association shall be written in the name of the Association, and any loss shall be adjusted by and with the Association. The proceeds for any such loss shall be payable to the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, as their interests may appear. The

Association or any insurance trustee selected by it shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association. The proceeds of any such loss shall be disbursed first for the repair or restoration of the damaged Common Elements and Limited Common Elements. Unit Owners, secured parties and Eligible Mortgagees are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Limited Common Elements have been completely repaired or restored or the common interest community is terminated.

11.4 Required Policy Provisions All policies of property insurance carried by the Association shall provide that

a Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements and Limited Common Elements or membership in the Association.

b The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.

c No act or omission by any Owner 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.

d If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary insurance.

11.5 Cancellation, Notice of Loss All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified for any reason without at least sixty (60) days' prior written notice to the Association all of the insureds and all Eligible Mortgagees.

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

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

- 11 8 Effect of Acts Not Within Association's Control All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control
- 11 9 Owner's Personal Insurance Each Owner must obtain personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property and personal liability coverage All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association

SECTION 12 RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

- 12 1 Reconstruction The obligations and procedures for the repair, reconstruction or disposition of the Common Elements and Limited Common Elements following damage or destruction thereof shall be governed by the Act
- 12 2 Condemnation and Eminent Domain In the event of a taking of any part of the Common Elements or Limited Common Elements by condemnation or eminent domain, the provisions of the Act shall govern, provided, however (i) that notice shall be given pursuant to Section 16 10, (ii) that the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements, and (iii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear
- 12 3 Termination and Liquidation The termination of the common interest community and the distribution of any proceeds therefrom shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act
- 12 4 Notice The Association shall give written notice of any condemnation proceedings or substantial destruction of the Common Elements to the Eligible Mortgagees entitled to notice under Section 16 10
- 12 5 Association's Authority In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the common interest community, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interests may appear, in accordance with the Act

SECTION 13

EASEMENTS

- 13.1 Easement for Maintenance, Repair, Replacement and Reconstruction Each Unit and the rights of the Owners and Occupants thereof shall be subject to the rights of the Association to a non-exclusive easement on and over that portion of the Unit on which a driveway or yard is constructed for the purposes of maintenance, repair, replacement and reconstruction of the driveway, yard and landscaping and other improvements, if any, located within the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents
- 13.2 Utility Easements The Common Elements and Limited Common Elements shall be subject to non-exclusive appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities such as natural gas, electricity, cable TV and other electronic communications, water, sewer, septic systems, well and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property or the Additional Real Estate, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument
- 13.3 Project Sign Easements Declarant shall have the right to erect and maintain monument signs identifying the common interest community and related decorative improvements on the Common Elements. Those parts of the Property on which monument signs or related decorative improvements are located shall be subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and improvements
- 13.4 Continuation and Scope of Easements Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 13 shall supplement, and not limit, any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Common Elements and Limited Common Elements for purposes of maintenance, repair, replacement and reconstruction. All easement rights shall include a right of reasonable access to maintain, repair and replace the utility lines and related equipment

SECTION 14 COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, and such amendments thereto as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act

14.1 Entitlement to Relief The Association may commence legal action to recover sums due for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner to enforce compliance with the Governing Documents, the Rules and Regulations, the Act, or the decisions of the Association. Owners may also enforce compliance with the Governing Documents, the Rules and Regulations, or the Act by a private legal action, independent of this Section. No Owner may withhold any Assessments payable to the Association, or take or omit other action in violation of the Governing Documents, the Rules and Regulations, or the Act, as a measure to enforce such Owner's position, or for any other reason.

14.2 Sanctions and Remedies In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants, and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations, or the Act:

- a commence legal action for damages or equitable relief in any court of competent jurisdiction,
- b subject to other limits in the law, impose late charges of up to the greater of twenty dollars (\$20) or fifteen percent (15%) of the amount past due for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due,
- c in the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten (10) days' advance written notice of the effective date of the acceleration shall be given to the defaulting Owner,
- d impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents, or the Rules and Regulations of the Association,
- e suspend the rights of any Owner to vote when the Assessments due with respect to the Owner's Unit are past due,
- f restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant, or their guests, in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units,

- g enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists, and to summarily abate, remove, alter or repair, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation, provided, however, that any improvements which are a part of a Dwelling may be altered or demolished only pursuant to a court order or with the agreement of the Owner, and
- h foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Act

14 3 Rights to Hearing Before the imposition of any of the remedies authorized by Section 14 2 d , e , f or g , the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing as contemplated by the Act. The offender shall be given notice of the nature of the violation, the right to a hearing and at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, with at least ten (10) days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived, and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing. The Board may delegate the foregoing hearing authority to a committee of three or more disinterested Owners who shall conduct the hearing and make a recommendation to the Board regarding the disposition of the matter.

14 4 Lien for Charges, Penalties, Etc Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the right to pursue any others.

14 5 Costs of Proceeding and Attorneys' Fees With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents, or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement including, without limitation, fines or charges previously imposed by the Association, reasonable attorneys, fees and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any

collection or contingency fees, or costs charged to the Association by a collection agency or other Person acting on behalf of the Association, in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees, or costs, shall be the personal obligation of such Owner and shall be a lien against such Owner's Unit.

- 14.6 Liability for Owners' and Occupants' Acts An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.
- 14.7 Enforcement by Owners The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15 AMENDMENTS

- 15.1 Approval Requirements Except for amendments by Declarant pursuant to Sections 515B 2-111 and 515B 2-112(c) of the Act, this Declaration may be amended only by the approval of
- a Owners of Units to which are allocated at least sixty-seven percent (67%) of the total votes in the Association,
 - b the percentage of Eligible Mortgagees (based upon one vote per Unit financed) required by Section 16 as to matters described by said Section,
 - c Declarant as to certain amendments as provided in Section 17.7
- 15.2 Procedures Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees and Declarant shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The amendment shall be effective when recorded as provided in the Act. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes including, without limitation, the recording of the amendment.
- 15.3 Not Less Restrictive No amendment hereof shall result in any restriction herein being less restrictive than any city ordinance or other applicable law.

SECTION 16
RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections

- 16.1 Consent to Certain Amendments The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one (1) vote per first mortgage financed) shall be required for any amendment to the Governing Documents which causes any change in the following provisions: (i) voting rights, (ii) responsibility for maintenance and repairs, (iii) reallocation of interests in the Common Elements or Limited Common Elements or rights to their use, (iv) redefinition of any Unit boundaries, (v) convertibility of Units into Common Elements or vice versa, (vi) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property, (vii) hazard or fidelity insurance requirements, (viii) imposition of any restrictions on the leasing of Units, (ix) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit, (x) a decision by the Association (if the project involves fifty (50) or more Units) to establish self management when professional management is in effect, as required previously by the Governing Documents or by an Eligible Mortgagee, (xi) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents, (xii) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs, or (xiii) any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages
- 16.2 Consent to Certain Actions The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one (1) vote per Unit financed) shall be required to: (i) abandon or terminate the common interest community, (ii) change the allocations of voting rights, Common Expense obligations or interests in the Common Elements, (iii) partition or subdivide a Unit, except as permitted by statute, (iv) abandon, partition, subdivide, encumber or sell the Common Elements, or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law
- 16.3 Consent to Subdivision No Unit may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Association
- 16.4 No Right of First Refusal The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions
- 16.5 Priority of Lien Any holder of a first mortgage on a Unit or any purchaser of a first mortgage at a foreclosure sale that comes into possession of a Unit by foreclosure of the

first mortgage, or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid Assessments, or any other charges or liens imposed against the Unit by the Association, which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser (i) except as provided in Section 6 10 and the Act, and (ii) except that any reimbursed Assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements

- 16 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 Units and not to the Property as a whole
- 16 7 Priority for Condemnation Awards No provision of the Governing Documents shall give an Owner or any other party priority over any rights of the Eligible Mortgagee of the Unit 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 Unit and/or the Common Elements 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
- 16 8 Requirements of Management Agreements The term of any agreement for professional management of the Property may not exceed two (2) years Any such agreement must provide, at a minimum, for termination without penalty or termination fee by either party (i) with cause upon thirty (30) days' prior written notice, and (ii) without cause upon ninety (90) days' prior written notice
- 16 9 Access to Books and Records/Audit 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
- 16 10 Notice Requirements Upon written request to the Association identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit 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 Common Elements or Limited Common Elements,
 - b a sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a mortgage,
 - c a lapse, cancellation or material modification of any insurance policy maintained by the Association, and

- d a proposed action which requires the consent of a specified percentage of Eligible Mortgagees

SECTION 17 SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special declarant rights within the meaning of Section 515B 1-103(32) of the Act for as long as it owns a Unit or for such shorter period as may be specifically indicated

- 17.1 Complete Improvements To complete all the improvements on the Common Elements deemed necessary by Declarant,
- 17.2 Sales Facilities To construct, operate and maintain a sales office, management office, model Units and other development, sales and rental facilities within any Units owned by Declarant from time to time located anywhere on the Property,
- 17.3 Signs To erect and maintain signs and other sales displays offering the Units for sale or lease in or on any Unit owned by Declarant and on the Common Elements,
- 17.4 Easements To have and use easements for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements and the yard areas of the Units for the purpose of exercising its special declarant rights,
- 17.5 Control of Association To control the operation and administration of the Association including, without limitation, the power to appoint and remove the members of the Board pursuant to Section 515B 3-103 of the Act, until the earliest of (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within sixty (60) days after conveyance to Owners, other than a Declarant, of seventy-five percent (75%) of the total number of Units authorized to be included in the Property, or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners, other than a 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 total number of Units authorized to be included in the Property, and
- 17.6 Consent to Certain Amendments Until such time as Declarant no longer owns any Unit for initial sale, Declarant's written consent shall be required for any amendment to the Governing Documents, or Rules and Regulations, which directly or indirectly affects or may affect Declarant's rights under the Governing Documents or the Act

SECTION 18 MISCELLANEOUS

- 18.1 Severability If any term, covenant or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits
- 18.2 Construction Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act or any section thereof shall be deemed to include any statutes amending or replacing the Act and the comparable sections thereof
- 18.3 Tender of Claims In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action
- 18.4 Notices Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association
- 18.5 Conflicts Among Documents In the event of any conflict among the provisions of the Act, the Declaration, the Bylaws, or any Rules or Regulations approved by the Association, the Act shall control, unless it permits the documents to control. As among the Declaration, Bylaws, and Rules and Regulations, the Declaration shall control, and as between the Bylaws, and the Rules and Regulations, the Bylaws shall control

The balance of this page intentionally left blank

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth in accordance with the requirements of the Act

M D OLSON PROPERTIES, LLC

By [Signature]
Its Chief Manager/President

STATE OF MINNESOTA)
)ss
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 25th day of September, 2003, by Michael Olson, the Chief Manager/President of M D Olson Properties, LLC, a Minnesota limited liability company, on behalf of the limited liability company

[Signature]
Notary Public

D RON, LLC

By [Signature]
Its Chief Manager/President

STATE OF MINNESOTA)
)ss
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 26th day of September, 2003, by Ronald M Vannelli, the Chief Manager/President of D Ron, LLC, a Minnesota limited liability company, on behalf of the limited liability company

[Signature]
Notary Public

This instrument was drafted by
Robert H Collins (J D No 237644)
Tennis and Collins, P A
20 North Lake Street, Suite 202
Forest Lake, MN 55025
651/464-7400
F:\CLIENT\Olvan Properties, LLC\2002\Association Documents\DECLARATION 1 doc

REGISTERED ABSTRACTERS INC
2110 NORTH 3RD AVENUE
ANOKA, MN 55302 ST 3-09117

COMMON INTEREST COMMUNITY NO. 153
WOODLAND CREEK GOLF VILLAS TOWNHOMES

EXHIBIT A TO DECLARATION
LEGAL DESCRIPTION OF PROPERTY/SCHEDULE OF UNITS

The legal description of the Property as of the recording of this Declaration is as follows

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 1, all in Woodland Creek Golf Villas,
Anoka County, Minnesota

Registered Property Certificate of Title No 95443

The Units consist of all platted lots on the Property on which a dwelling is or may be
located, being the following

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, Block 1, Woodland Creek Golf Villas, Anoka
County, Minnesota

Registered Property Certificate of Title No 95443

COMMON INTEREST COMMUNITY NO. 153
WOODLAND CREEK GOLF VILLAS TOWNHOMES

EXHIBIT B TO DECLARATION
LEGAL DESCRIPTION OF COMMON ELEMENTS

Lot 12, Block 1, Woodland Creek Golf Villas, Anoka County

Registered Property Certificate of Title No 95443

COMMON INTEREST COMMUNITY NO. 153
WOODLAND CREEK GOLF VILLAS TOWNHOMES

**EXHIBIT C TO DECLARATION
RESTRICTIONS ON IMPROVEMENTS**


- 1 Dwelling and Garage Specifications The following shall apply to the Dwelling constructed or altered on a Unit
 - 1 1 All Dwellings shall comply with applicable local zoning codes with respect to, inter alia, minimum size and setbacks
 - 1 2 No more than one Dwelling may be constructed on a Unit
- 2 Dwelling Location, Elevations No Dwelling shall be erected, altered or placed on a Unit or permitted to remain there other than in a location and at an elevation approved by the Board or its duly appointed architectural control committee (hereinafter "Board")
- 3 Manufactured Homes No "manufactured home" as described in Minnesota Statutes Section 327.31 shall be erected on a Unit
- 4 Exteriors The exterior of each building on a Unit must be compliant with all architectural controls established in this Declaration
- 5 Completion of Dwelling and Landscaping Each Dwelling, together with landscaping in conformity with a plan approved by the Board, shall be completed within one year of the commencement of construction
- 6 Vegetation, Drainage Land that is excavated or filled shall be graded and vegetative cover planted to prevent erosion. Each Owner shall, in connection with any construction on a Unit, be responsible for grading the Unit so as to direct drainage toward a street or other established drainage way and so as to prevent an increase in drainage onto an adjoining Unit
- 7 New Construction Used buildings shall not be moved onto a Unit
- 8 Nuisance, Illegal Activities Nothing shall be done or constructed on a Unit which would increase the cost of insurance on any other Unit, or be in violation of any statute, rule, ordinance, regulation, permit or other requirement of any governmental body

- 9 Utility and Drainage Easements for the installation and maintenance of utilities and for drainage have been dedicated on the plat of Woodland Creek Golf Villas. Within these easements, no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct, retard or change the direction or flow of surface water.
- 10 Boundary Walls and Fences Boundary walls, fences or hedges with a height in excess of six feet shall not be permitted, and boundary walls, fences or hedges of a lesser height shall only be permitted with prior approval of the Board.
- 11 Signs Except for signs erected by Declarant, no sign shall be placed on a Unit without prior written approval of the Board, except that one "for sale" sign not to exceed nine square feet may be placed on a Unit by an Owner without requiring Board approval.
- 12 Driveways Each Dwelling shall include a driveway of concrete, bituminous or other comparable hard surfaced material, which must be installed within one year of the date on which a Certificate of Occupancy is issued for the Dwelling. The driveway entrance on a Unit must be installed before the commencement of any other construction, and no equipment or supplies shall be unloaded on any public or private road adjoining a Unit. A Unit Owner shall be liable for the cost of any damage done to any such public or private roadway.
- 13 Restriction on Expansion After initial construction, no structure may be expanded to encroach upon and Common Element.

CONSENT

The undersigned, as President of Lino Lakes State Bank, a Minnesota corporation,
as mortgagee, hereby consents to the foregoing Declaration.

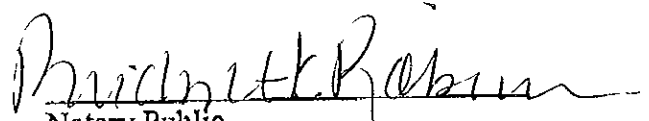
Lino Lakes State Bank



John J. Milbauer
President

STATE OF MINNESOTA)
)ss
COUNTY OF ANOKA)

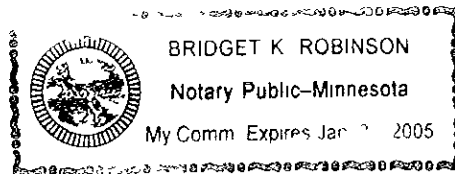
The foregoing instrument was acknowledged before me this 25th day of
September, 2003, by John J. Milbauer, the President of Lino Lakes State Bank, a
corporation under the laws of Minnesota, on behalf of the corporation



Notary Public

Drafted by
Registered Abstracters, Inc.
2115 Third Avenue North
Anoka, MN 55303

513-09117



TORRENS

| | | |
|--|---------------|--|
| Receipt # | 3134053/20- | <input type="checkbox"/> Tax Lien/Release |
| Date/Time | 9/25/03 14:45 | <input type="checkbox"/> Transfer |
| Doc Order | 1 of 4 | <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 checked="" type="checkbox"/> From Certificate 993194 # New Certificates 0 | | |
| BK | 266 | Page/Cert 99319 |

DOCUMENT NO. 446478.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON SEP 25 2003

AT 2:45 PM AND WAS DULY RECORDED
FEES AND TAXES IN THE AMOUNT OF \$20.00 PAID

RECEIPT NO 2003134053

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

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