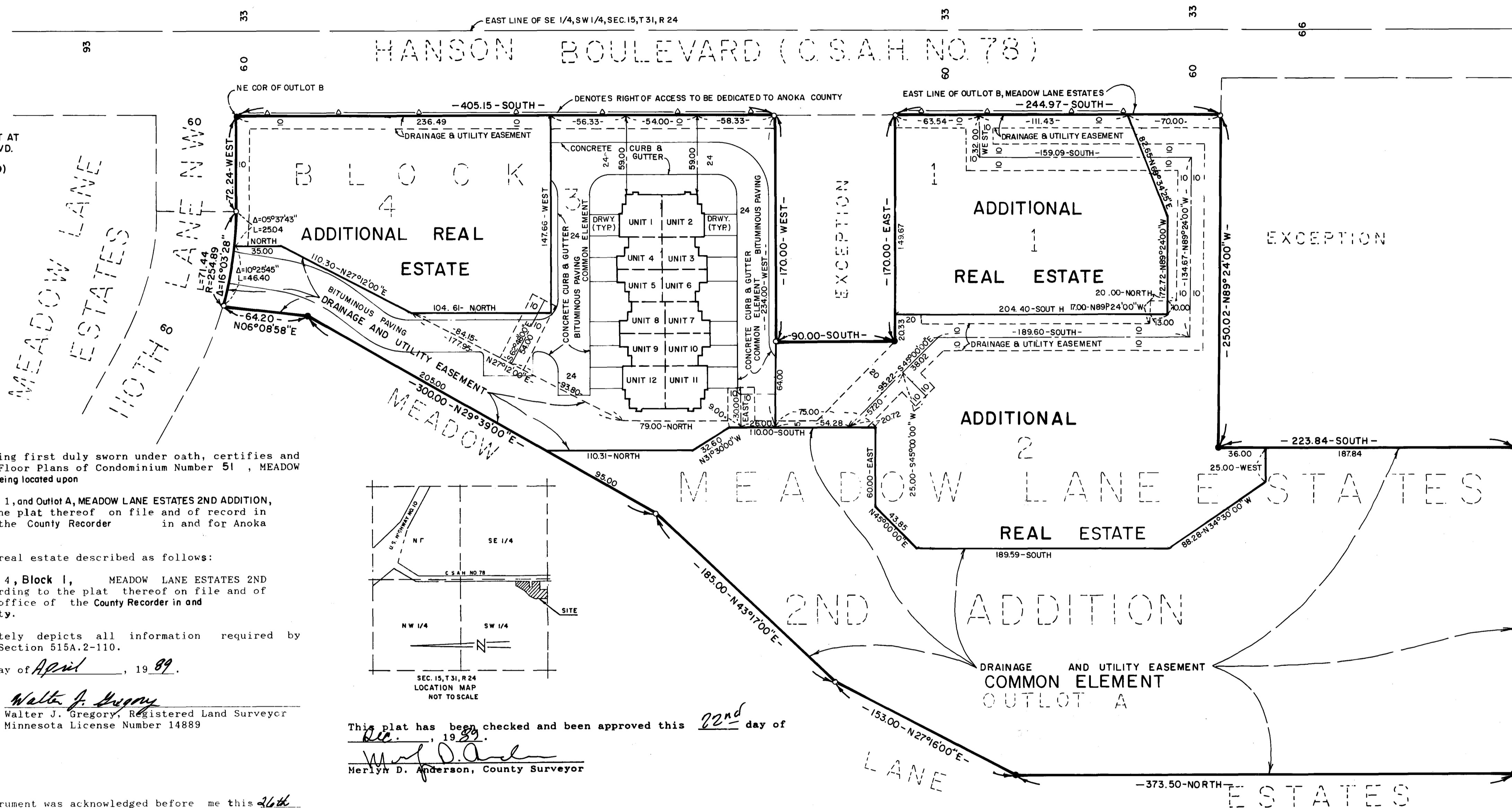


CONDOMINIUM NUMBER 51 MEADOW LANE, A CONDOMINIUM

CONDOMINIUM SITE PLAN

THIS CONDOMINIUM PLAT HAS BEEN
RECORDED AS PART OF THE DECLARATION
FILED AS DOCUMENT NO. 876324
ON THE 22 DAY OF December, 1989,
ANOKA COUNTY RECORDER.

BENCHMARK TOP OF HYDRANT AT
111TH LANE AND HANSON BLVD.
ELEVATION = 867.76
N.G.V.D. VERTICAL DATUM (1929)



The undersigned, being first duly sworn under oath, certifies and deposes that these Floor Plans of Condominium Number 51, MEADOW LANE, A CONDOMINIUM, being located upon

Lot 3, Block 1, and Outlot A, MEADOW LANE ESTATES 2ND ADDITION, according to the plat thereof on file and of record in the office of the County Recorder in and for Anoka County.

and the additional real estate described as follows:

Lots 1, 2 and 4, Block 1, MEADOW LANE ESTATES 2ND ADDITION, according to the plat thereof on file and of record in the office of the County Recorder in and for Anoka County.

fully and accurately depicts all information required by Minnesota Statutes Section 515A.2-110.

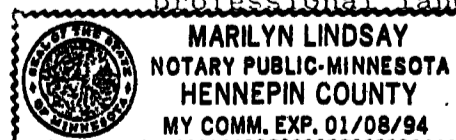
Dated this 26th day of April, 1989.

Walter J. Gregory
Walter J. Gregory, Registered Land Surveyor
Minnesota License Number 14889

NOTARY:

State of Minnesota
County of Hennepin

The foregoing instrument was acknowledged before me this 26th day of April, 1989, by Walter J. Gregory, a registered professional land surveyor.

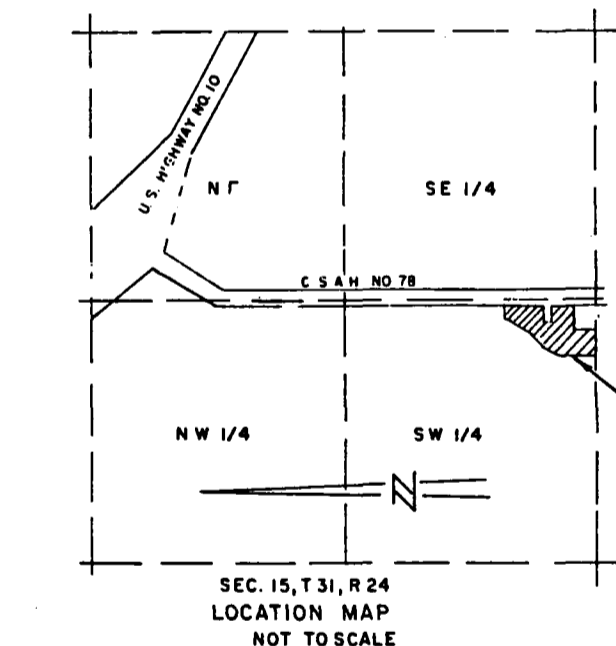


Marilyn Lindsay
Notary Public, Hennepin County, Minnesota
My Commission expires 01/08/94

JURIS CURISKIS, a registered professional ARCHITECT for the State of Minnesota pursuant to Minnesota Statutes Section 515A.2-101(b) does hereby certify that all structural components and mechanical systems serving more than one unit of all buildings containing or comprising any units hereby created are substantially completed consistent with the floor plans of Condominium Number 51, MEADOW LANE, A CONDOMINIUM.

Dated this 4th day of December, 1989.

Juris Curiskis
Minnesota License Number 8398



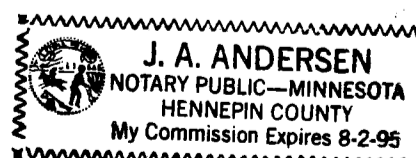
This plat has been checked and been approved this 22nd day of Dec., 1989.

Merlyn D. Anderson
Merlyn D. Anderson, County Surveyor

NOTARY:

State of Minnesota
County of Ramsay

The foregoing instrument was acknowledged before me this 4th day of December, 1989, by Juris Curiskis, a registered professional Architect.



J. A. Andersen
Notary Public, Hennepin County, Minnesota
My Commission expires 8-2-95

NOTES:

1. All pavements, surfaces, concrete walks, steps, concrete slab, and improvements are common elements, unless indicated otherwise on the individual unit floor plans.
2. See SHEET NOS. 2, 3 OF 3 SHEETS FOR FLOOR PLANS AND DIMENSIONS.

"NO DELINQUENT TAXES AND TRANSFER ENTL'RD"

December 22, 1989

Charles R. Jefeber
Auditor, Anoka County
Paul M. Sawyer
Deputy

FOR THE PURPOSES OF THIS PLAT THE EAST LINE OF OUTLOT B, MEADOW LANE ESTATES IS ASSUMED TO BEAR NORTH

○ DENOTES IRON MONUMENT SET WITH CAP STAMPED R.L.S. 14889
● DENOTES IRON MONUMENT FOUND

0 50 100 150

SCALE IN FEET

1 INCH = 50 FEET

876324
OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA, COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office for record on the DEC 22 A.D., 1989, at 2:50 clock P.M., and was duly recorded in book 14889 page 10
Red J. Amthor
County Recorder
Bruce Kaye
Deputy

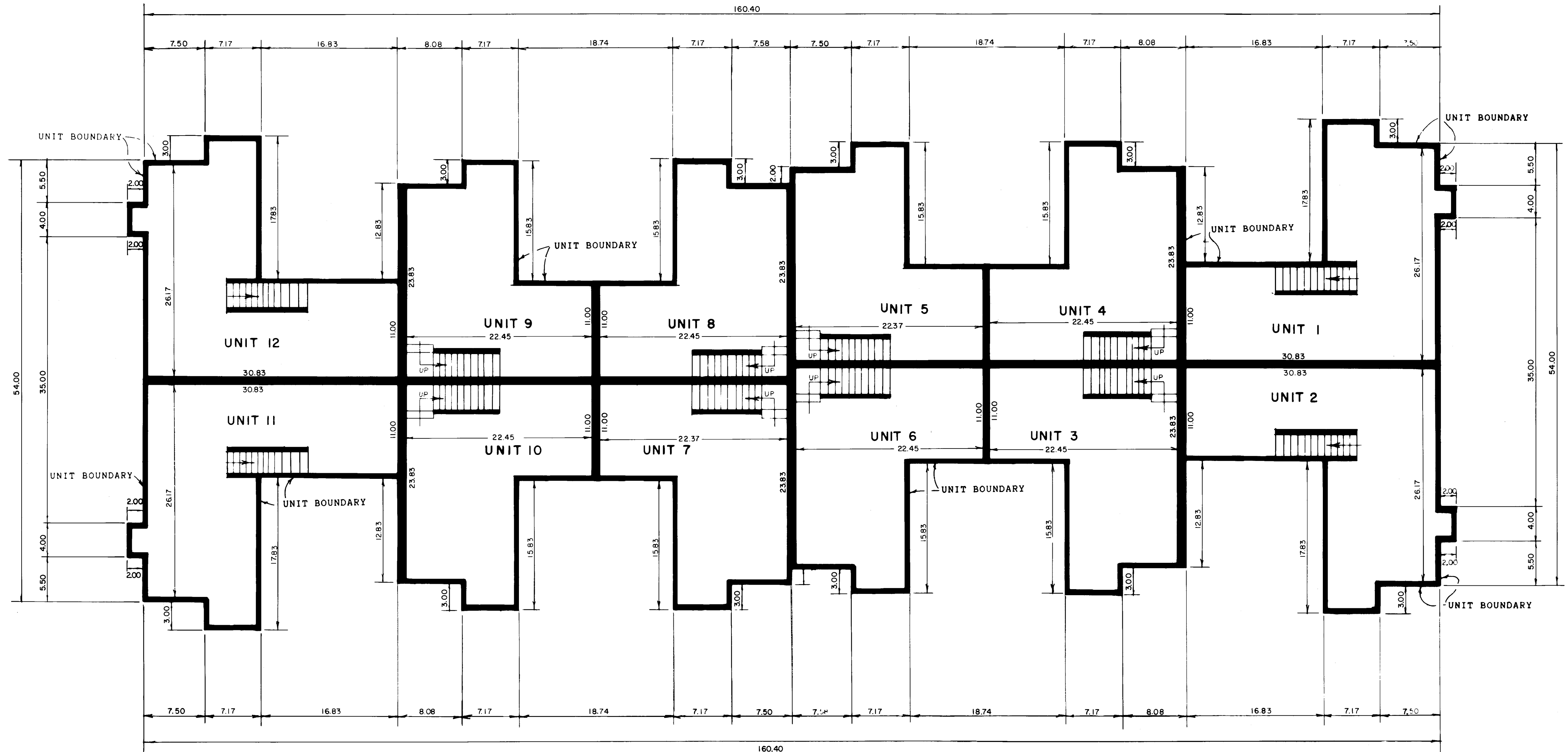


ENGINEERING SURVEYING PLANNING

CONDOMINIUM NUMBER 51 MEADOW LANE, A CONDOMINIUM

CONDOMINIUM FLOOR PLAN

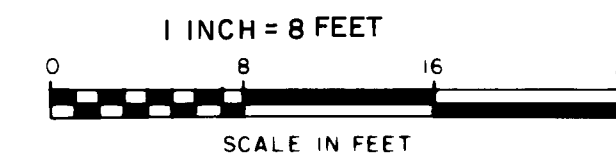
C.R. DECLARATION
DOC. NO. 876324



BASEMENT FLOOR LEVEL

NOTE: BASEMENT FLOOR ELEVATIONS OF UNITS 1 THRU 6 HAVE A FLOOR ELEVATION OF 855.21 UNITS 7 THRU 12 HAVE A FLOOR ELEVATION OF 853.21
FLOOR TO CEILING HEIGHT = 7.89 FEET

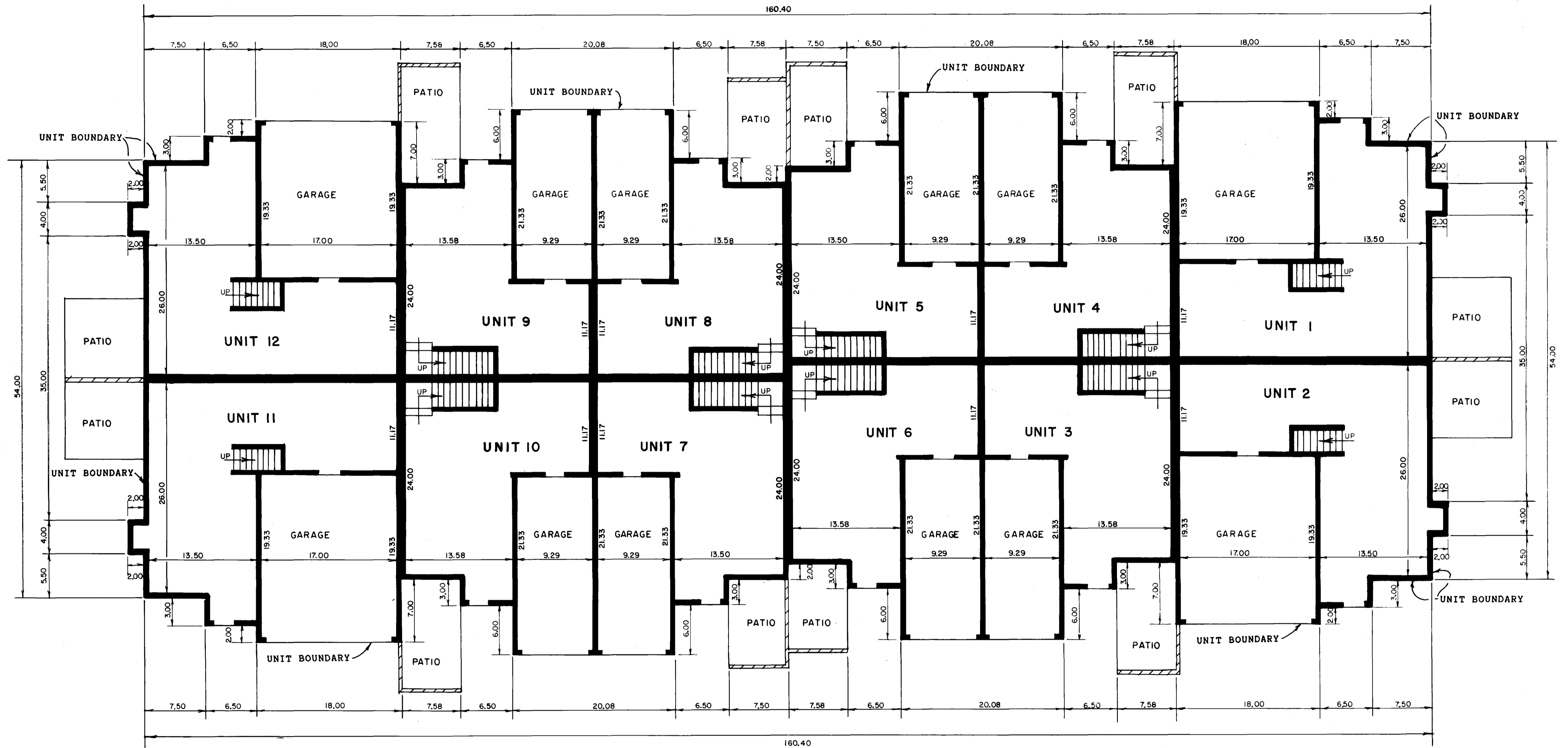
Elevations shown here are referenced to a benchmark as denoted on the Site Plan.



CONDOMINIUM NUMBER 51 MEADOW LANE, A CONDOMINIUM

CONDOMINIUM FLOOR PLAN

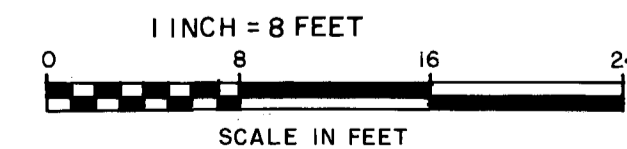
C.R. DECLARATION
DOC. NO. 876324



FIRST FLOOR LEVEL

NOTE: ALL PATIOS ARE LIMITED COMMON ELEMENTS
 NOTE: FIRST FLOOR ELEVATIONS OF UNITS 1 THRU 6 HAVE A FLOOR ELEVATION OF 864.00, GARAGE FLOOR ELEVATIONS = 863.33
 FIRST FLOOR ELEVATIONS OF UNITS 7 THRU 12 HAVE A FLOOR ELEVATION OF 862.00, GARAGE FLOOR ELEVATIONS = 861.33
 FLOOR TO CEILING HEIGHT = 8 FEET

Elevations shown here are referenced to a benchmark as denoted on the Site Plan.

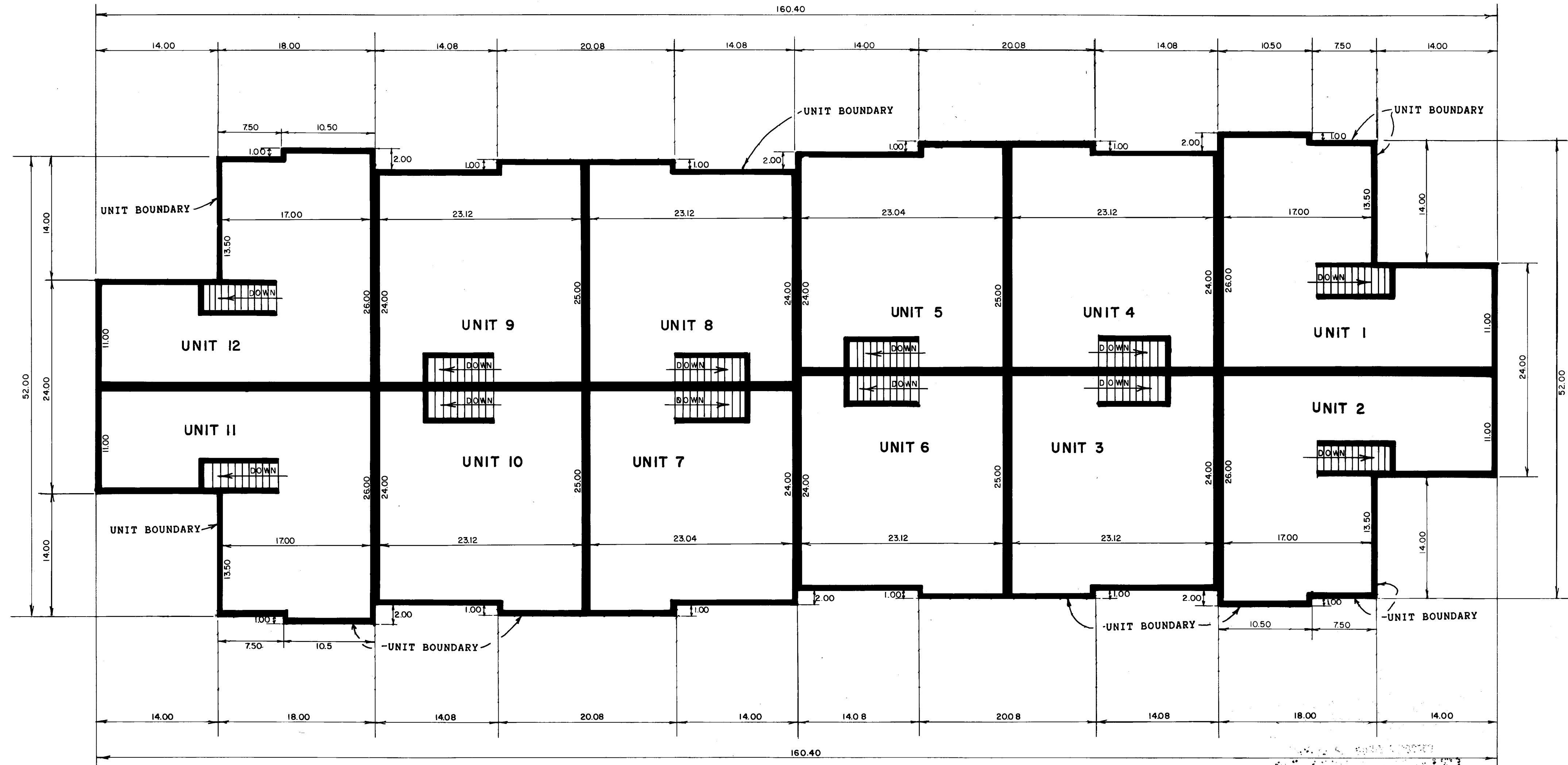


CONDOMINIUM NUMBER 51 MEADOW LANE, A CONDOMINIUM

CONDOMINIUM FLOOR PLAN

C. R. DECLARATION

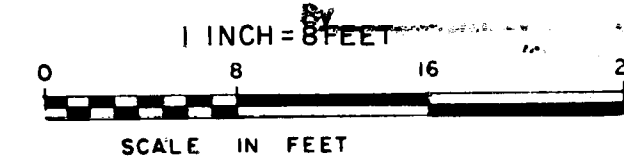
DOC. NO. 876324



SECOND FLOOR LEVEL

NOTE: SECOND FLOOR ELEVATIONS OF UNITS 1 THRU 6 HAVE A FLOOR ELEVATION OF 873.00
 SECOND FLOOR ELEVATIONS OF UNITS 7 THRU 12 HAVE A FLOOR ELEVATION OF 871.00
 FLOOR TO CEILING HEIGHT = 8 FEET

Elevations shown here are referenced to a benchmark as denoted on the Site Plan.



DECLARATION FOR NEW CIC

1899217

THIS PAGE IS NOT PART OF THE ORIGINAL DOCUMENT PRESENTED FOR RECORDING

Added by Anoka County Recorder for posting only.

MUNICIPALITY. COON RAPIDS CHECKED BY: [Signature] ON 2/20/04

MAP # 3087 PLAT BOOK TYPE. _____

DOC DATE. 3-19-03 NO OF PAGES _____ TRACT BOOK _____ PAGE _____

CIC SHORT NAME. CIC NO 166 MEADOW LAKE

LONG NAME BY DECLARATION

A/T	PARENT PINS	THRU
A	15 31.24.34.0148	0159
A	34.0186	0193
A	34.0162	0185

A/T	PARENT PINS	THRU

----- DATE. _____

DIV NO: _____

1899217

**COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)**

a Condominium

MEADOW LANE

AMENDED AND RESTATED DECLARATION

**COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)**

a Condominium

MEADOW LANE

AMENDED AND RESTATED DECLARATION

THIS AMENDED AND RESTATED DECLARATION is made on this 3rd day of March, 2003, by Meadow Lane Homeowners Association, Inc., a Minnesota corporation ("Meadow"), hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act"), as amended

WHEREAS, on the 22nd day of December, 1989, April Ridge, Incorporated ("Original Declarant") made and executed that certain Declaration of Condominium Ownership of Number 51, Meadow Lane, (hereinafter referred to as the "Declaration"), whereby Original Declarant submitted certain real estate situated in Anoka County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Declaration, which Declaration and the Condominium Plat made a part of the Declaration (hereinafter referred to interchangeably as the "Condominium Plat" and "CIC Plat") were filed for record on the 22nd day of December, 1989, as Document No 876324 in the office of the County Recorder in and for Anoka County, Minnesota, and

WHEREAS, pursuant to the Declaration, the Original Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated May 2, 1990, and filed for record on November 14, 1990, as Document No 914072 in the office of the County Recorder in and for Anoka County, Minnesota, and

WHEREAS, pursuant to the Declaration, the Original Declarant has added certain Additional Real Estate Parcels of land to the Condominium Plat as described in a Second Amendment to Declaration, dated May 2, 1990, and filed for record on March 21, 1991, as

Document No. 926536 in the office of the County Recorder in and for Anoka County, Minnesota, and

WHEREAS, pursuant to the Declaration, the Original Declarant has added certain Additional Real Estate Parcels of land to the Condominium Plat as described in a Third Amendment to Declaration, dated May 2, 1991, and filed for record on June 5, 1991, as Document No. 935130 in the office of the County Recorder in and for Anoka County, Minnesota. (All of the Real Estate and Additional real Estate Parcels shall hereafter be cumulatively referred to as the "Real Estate"), and

WHEREAS, pursuant to Minn. Stat. Section 515B.1-102, the Meadow Lane Homeowners Association, Inc., a Minnesota non-profit corporation elects to be governed by Sections 515B.1-101 through 515B.4-118, the Minnesota Common Interest Ownership Act,

WHEREAS, Declarant desires that all of the Real Estate shall be subject to certain uniform covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, in order to establish the Real Estate as a Condominium pursuant to the Act, Declarant hereby declares that the Real Estate is subject to the covenants, restrictions, terms and conditions hereinafter set forth in this Declaration, which shall constitute covenants running with the Real Estate and shall be binding on Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Real Estate, their grantees, successors, heirs, personal representatives, devisees and assigns,

Section 1. General This Declaration establishes Common Interest Community Number 166 (formerly known as Condominium No. 51), a Condominium, Meadow Lane, Anoka County, Minnesota. It is a condominium and is not subject to a master association. The real estate included within this common interest community, (hereinafter "CIC" or "Condominium") is legally described on Exhibit B attached hereto. Pursuant to Minn. Stat. 515B.1-102(d)(2), the CIC Plat for this CIC is the Condominium Plat

Section 2. Condominium Units There are forty-four (44) separate Units located in four (4) buildings as shown on the CIC Plat certified by Walter J. Gregory, Registered Land Surveyor, Minnesota Registration No. 14889, as accurately depicting all the information required by Section 515B.2-110 of the Act, which CIC Plat is a part hereof (hereinafter referred to as the "CIC Plat"). The unit identifier, location and boundaries of each of the forty-four (44) Units established hereby are set forth in the CIC Plat. There are three (3) buildings with twelve (12) units and one (1) building with eight (8) units. The primary construction of the buildings, as contemplated, is wood frame. The Units are further defined and described as follows: (i) Units are as shown on the CIC Plat for Meadow Lane, a Condominium prepared by Merila and Associates, which are incorporated herein and made a part hereof; (ii) the Unit number of each Unit, its location and Undivided Interest are as set forth on Exhibit "A" attached hereto and made a part hereof; (iii) each Unit consists of the area bounded by the walls, floors and ceilings thereof depicted on the CIC Plat; (iv) this area shall include all lath, furring wall board, plasterboard, plaster, paneling, tiling, wallpaper, paint, finished flooring, carpeting and any other materials constituting any part of the finished surface of the walls, partitions, floors and ceilings; (v) if any chute, flue, duct,

wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially without the boundaries of any Unit as described in this Section, any portion thereof serving less than all of the Units, are Limited Common Elements; (vi) the Boundaries of each unit shall include and vary with sag and accretion involving normal and expectable expansion, sag, settling and structural adjustment (as distinguished from sudden, extreme or accidental change such as by "acts of God", quake, explosion, or similar causes); and (vii) each Unit includes an associated garage, as set forth on the CIC Plat

The fractions of undivided interests in the Common Elements and the fractions of the Common Expenses of the Association are hereby equally allocated to the Units. The fractions of undivided interests in the Common Elements and of the Common Expenses of the Association allocated to each Unit on such basis is the Fractional Interest set forth opposite each such Unit in Exhibit A attached hereto. However, certain expenses may be assessed on a different basis, or against one or fewer than all of the Units, under the following circumstances:

- A. Any common expenses associated with the maintenance, repair or replacement of a limited common element undertaken by the Association may be assessed exclusively against the Unit or Units to which that limited common element is assigned, on the basis of
 - i. equality,
 - ii. square footage of the area being maintained, repaired or replaced; or
 - iii. the actual cost incurred with respect to each Unit
- B. Any common expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited on the basis of.
 - i. equality,
 - ii. square footage of the area being maintained, repaired or replaced, or
 - iii. the actual cost incurred with respect to each Unit.
- C. The costs of insurance may be assessed in proportion to value, risk of coverage, and the costs of utilities may be assessed in proportion to usage.
- D. Reasonable attorney fees and other costs incurred by the Association in connection with the collection of assessments, the foreclosure of liens and the enforcement of this Declaration, the Bylaws, the Act or Rules and Regulations against an Owner or occupant or their guests may be assessed against the Owner's Unit.
- E. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act

- F Assessments levied under Section 515B.3-116 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.
- G If any damage to the Common Elements or another Unit is caused by the action or omission of any Owner or occupant or their guests, the Association may assess the costs of repairing the damage against the Owner's Unit to the extent not covered by insurance.
- H If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.
- I. If Common Expense liabilities are reallocated for any purpose authorized by the Act, common expense assessments and installments thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities
- J. Assessments described in sub-sections 2 A through 2 H shall not be considered as being special assessments

Section 3 Common Elements. All portions of the Real Estate other than the Units are Common Elements. The Common Elements include the remaining portion of the real estate described and referred to herein as the Common Elements. For purposes of this Declaration, the ownership of each condominium unit shall include the respective Undivided Interest in the Common Elements, and a percentage of the Common Expenses of the Association. Votes in the Association shall be allocated equally, one vote for each Unit. Common Expenses benefiting less than all of the Units may be assessed by the Association against only those Units benefited. In such case, said expenses shall be allocated among Units benefited in proportion to their Common Expense liability. Common Elements include, but are not limited to the Property, foundations, columns, girders, beams, supports, and other structural components of the Building, all walls and partitions separating Units from corridors, lobbies, elevators, stairways, mechanical equipment spaces and other Units, the roof, halls, corridors, lobbies, vestibules, stairways, entrances and exits; all landscaping, gardens and sidewalks, all pumps, tanks, motors, fans, compressors and control equipment, all central and appurtenant installation for services, such a power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, sewer, security, including all pipes wires, conduits, guys, cables and ducts and other public utility lines and services wherever located on the Property. Common Elements shall not include windows and patio door serving a particular Unit. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units. Such Limited Common Elements, if any, are shown on the CIC Plat. Each Limited Common Element shall have appurtenant to all

easements necessary for the use for which it is designed in favor of the Owner or Owners of the Unit or Units exclusively served thereby. The Association shall be responsible for the maintenance of Outlot A, Meadow Lane Estates 2nd Addition.

Section 4. Use of the Condominium. The Condominium and each of the Units shall be used and occupied in accordance with the following provisions:

- A. Residential Use Only. Except as herein permitted for Declarant no business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Unit, except: (i) an Owner or occupant residing in a Unit may keep and maintain his or her business or professional records in such Unit and handle matters relating thereto by telephone or correspondence therefrom, provided that such uses are incidental to the residential use of the Unit; and (ii) the Association may maintain offices on the Property for management and related purposes. No owner shall permit occupancy by any person other than such owner of all or any portion of such owner's Unit under any lease or other arrangement whatsoever, including, without limitations, subleases and assignments of leases, except in accordance with the following provisions: (i) such occupancy shall be pursuant to a written lease with a stated term; (ii) any proposed occupant and its proposed use of a Unit or part thereof will be consistent with the provision of this Declaration and the By-Laws; (iii) the owner shall deliver to the Board of Directors a certified copy of any lease and a certificate from the tenant setting forth the use under such lease with 90 days of its execution.
- B. Violations. Any arrangement for occupancy which in the opinion of the Board of Directors does not comply with the requirement of this Article is voidable, and may be voided by the giving of written notice from the Board of Directors to the Owner of the Unit occupied under such arrangement. Such Owner within 10 days after receipt of such notice shall (a) effect the termination of the non-complying occupancy or (b) commence summary proceedings to terminate the non-complying occupancy. In the event of any failure on the part of Owner to comply with any of the provisions of the two preceding sentences, the Board is authorized in the name of Owner to bring summary proceedings and to do all other acts reasonably required to terminate the noncomplying occupancy. All expenses of the Board in pursuing such termination, including without limitation attorneys' fees, shall be charged to the Owner and shall be a lien against such Owner's Unit in the same manner as the lien for assessment of Common Expense.
- C. Easements for Encroachments. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium, any portion of the Common Elements encroaches upon a Unit or Units or any portion of a Unit encroaches upon the Common Elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance thereof, so long as it

stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for the purposes of marketability of title. In the event the Real Estate is partially or totally destroyed, and then rebuilt, the Unit Owners shall permit minor encroachment of parts of the Common Elements, and of other Units, due to reconstruction, and a valid easement for said encroachments and the maintenance thereof shall exist.

- E. Rules. Each Unit Owner, occupant, tenant or guest shall use the Units and the Common Elements only in compliance with the provisions of the Act, this Declaration, the Articles and the Bylaws of the Association, all as lawfully amended from time to time, and with all decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act.
- F. Prohibited Activities. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Real Estate, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others. No residents or visitors may park in areas not specifically designated for parking on the CIC Plat or in this Declaration.
- G. Unit Exterior. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the Units (except within the garages which are part of the Units), or which may be visible from the outside of the Units (other than draperies, curtains, or shades of a customary nature and appearance and in any event subject to the Rules and Regulations of the Board of Directors). No Owner shall paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, satellite receiver dish or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors in its discretion. No Owner of a Unit shall display, hang, store (except within the garage part of his Unit) or use any sign outside his Unit, or which may be visible from the outside of his Unit without the prior written permission of the Board of Directors. The foregoing notwithstanding, an Owner shall be permitted to display a metal-stand sign advertising such Owner's Unit for sale or lease. The use of wooden post sign advertising such Owner's Unit for sale or lease may be prohibited at the discretion of the Board. Such sign shall be located in the yard area between such Owner's Unit and the road in front of such Unit.
- H. Pets. No animal of any type shall be kept in any Unit or in the Common Elements, unless and until the Board of Directors has enacted rules and regulations specifically permitting the keeping of such type of animal. The Board of Directors shall have

complete discretion as to whether or not it will permit the keeping of animals of any particular type. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal in one or more, but not all, Units when special circumstances are present. An example of the special circumstances contemplated hereby is the need for a seeing eye dog. The Board of Directors shall also have complete discretion as to the substance of any administrative rules and regulations enacted by it regarding the manner in which any permitted animal shall be kept, provided that the Board of Directors may not, in any case, permit the keeping of any animal for any commercial purpose. The Board of Directors shall have the right at any time, to change its rules and regulations relating to animals. Such right shall include the right to prohibit the keeping of any animal of a type permitted to be kept by previously enacted rules and regulations. Any animal permitted to be kept shall be kept in strict accordance with the administrative rules and regulations relating to such animals from time to time approved by the Board of Directors and in any event shall be kept in a manner so as not to constitute a nuisance to others.

- I. Trash. Trash, garbage and other waste shall be kept only in covered sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the rules and regulations promulgated by the Board of Directors.

- J. Storage of Personal Property. Except as provided in this Declaration or as permitted by the rules and regulations adopted from time to time by the Board of Directors in its sole discretion, no personal property of any kind whatsoever belonging to any Owner or to any tenant of such Owner or any guest or invitee of any Owner shall be stored, placed or kept, temporarily or permanently, in or on the Common Elements. Without limiting the generality of the foregoing, no motorized or non-motorized vehicles, boats, campers, cabs, trailers, recreational vehicles, snowmobiles, bicycles, tricycles, motorcycles or other types of recreational equipment, shall be stored on any Common Element except inside a garage. The foregoing notwithstanding an Owner, may (i) keep personal property in the garage which is included as a part of such Owner's Unit, (ii) park operational automobiles on the driveway allocated to such Owner's Unit as a Limited Common Element; and (iii) keep normal and customary lawn and patio furniture and potted plants (but not play equipment) in the lawn, and patio or deck, if any, allocated to such Owner's Unit as a Limited Common Element. In addition, outside storage of any items, including but not limited to the following, sporting equipment, toys, outdoor cooking equipment (except lawn furniture and one gas or charcoal grill per Unit), and equipment and trash and garbage containers, shall not be allowed. Notwithstanding the foregoing, a covered trash container may be stored on the patio of Units without a double garage.

- K. Machines. No Owner shall overload the electrical wiring in the Condominium or operate any machines, appliances, accessories or equipment in such manner as to

cause, in the judgment of the Board of Directors, an unreasonable disturbance to others

- L. Rules and Regulations The Board of Directors may, from time to time, promulgate rules and regulations regarding the use of the Units, the Limited Common Elements and the Common Elements, provided that such rules shall be reasonable in scope and shall tend to promote the use of the Real Estate for the purposes set forth herein
- M. Gardens and Shrubs Except as permitted by the Board of Directors in its sole discretion, and except as provided in Sub-section 4 J. above, no gardens, shrubs, flowers or other plants shall be planted by any Owner on any Common Element or Limited Common Element.
- N. [Intentionally Omitted].
- O. Blocking of Driveways. Under no circumstances shall any Owner block access to any garage other than the garage which is part of such Owner's Unit.
- P. Utility Easement. Each Unit and the Limited Common Elements and Common Elements are subject to an easement in favor of the Association, its successors and assignees for the maintenance of any utility services to each Unit. All Units, Limited Common Elements and Common Elements are hereby subjected to easements for the installation and maintenance of utilities, including gas, telephone, electric, cable TV and satellite services
- Q. No Parking Signs No parking shall be permitted on private streets located within the Property in accordance with any "No Parking" signs posted by the Association or requested by the City of Coon Rapids.
- R. Emergency Vehicles. Declarant hereby grants a perpetual, non-exclusive easement in favor of the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on, over and across the Common Elements for the purpose of ingress and egress for police, fire, rescue and other emergency calls, animal control, health and prospective inspection and to provide to the Owners other public services deemed necessary by the City of Coon Rapids and for the purposes set forth herein
- S. Access Easement. The Association shall have an easement for access and entry upon reasonable advance notice into and through any Unit and garage portion of a Unit where such access or entry is necessary for the Association to perform its maintenance, repair and replacement obligations.

Section 5. Maintenance and Repair.

- A. Every Unit Owner shall perform promptly all maintenance and repair work required within his own Unit and all maintenance and repair work required within the garage portion of his Unit and made the Owner's responsibility under Section 3 of this Declaration which, if not performed, would affect the Common Elements or another Unit or Units. Upon the failure of any Unit Owner to perform his responsibilities under this paragraph, the Association may, but shall not be obligated to, perform the same and such Unit Owner shall be liable to the Association for all expenses incurred by the Association in performing the same and the amount thereof shall be a personal obligation of the Owner, a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments. All incidental damage or liability caused to a Unit or Units or to the Common Elements by the failure of a Unit Owner to perform his obligations under this paragraph or caused in the course of performing such obligations shall be the responsibility of the Unit Owner. The maintenance of broken glass in any door, patio door, or window serving a particular Unit shall be the responsibility of the Unit Owner.
- B. If maintenance, repairs or replacements to the Common Elements or to the Unit of another Unit Owner are necessitated by the negligence, willful act, misuse or neglect of a Unit Owner or of anyone for whose negligence, willful act, misuse or neglect such Unit Owner is responsible, the expense thereof shall be charged to such offending or responsible Unit Owner, and the amount thereof shall be a personal obligation of the Owner, a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments.
- C. The Association is responsible for maintenance, including reasonable snow removal, repair, and replacement of the Common Elements, if any, including any sidewalks, retaining walls, irrigation system, private roadways, trails, ponds, fences, monuments and landscaping features located on the Common Elements and including the Limited Common Elements but excluding any improvement to a garage space constructed by an Owner, the garage slab, garage door mechanical apparatus and garage door openers, if any, and excluding the air conditioning equipment allocated as Limited Common Element and excluding any Limited Common Element which is not common to all Units. Except as provided in Subsections 5 B. and 5 C. above, any Common Expense associated with the maintenance, repair or replacement of a Common Element or Limited Common Element common to all Units shall be assessed against all the Units in accordance with the Common Expense liability allocated to each Unit hereunder and shall not be assessed solely against the Unit or Units to which such Limited Common Element is assigned.
- D. All incidental damage caused to any Unit or to any improvements constructed by an Owner in a garage pursuant to Section 3 of this Declaration as a result of any work done by the Association in accordance with its responsibilities as set forth herein or in the Act or as a result of any damage to, failure of or malfunction of anything to be

maintained, repaired or replaced by the Association in accordance with the provisions hereof or in the Act, shall be the responsibility of the Association and the cost of repairing such incidental damage shall be a Common Expense

Section 6 Required Insurance. Commencing not later than the time of the first conveyance of a Unit to a Unit Owner other than Declarant, and in addition to the requirements of the Act, the Association shall maintain, to the extent reasonably available, the following insurance

- A Fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard 'all risk' endorsement, if such is available) Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements included in the Real Estate subject to this Declaration (including all building service equipment and all of the Units and the fixtures originally installed therein by Declarant, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures originally installed therein by Declarant, but not including carpeting, floor coverings, drapes, wall coverings, furniture, furnishings, or personal property belonging to the Unit Owners and not including improvements, fixtures and other property supplied or installed by Unit Owners). Such insurance shall cover the interest of the Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined annually by the Board of Directors,
- B. Worker's compensation insurance and insurance covering legal liability arising out of lawsuits related to employment contracts of the Association,
- C. Comprehensive public liability insurance in such amounts (but not less than \$1,000,000 for any one occurrence) and with such coverage as the Board of Directors shall from time to time determine, but at least covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements, and insuring each officer and member of the Board of Directors, the managing agent and each Unit Owner and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner and with a 'Severability of Interest Endorsement' which would preclude the insurer from denying the claim of a Unit Owner for the negligent act of another Owner, occupant or the Association;
- D Director's and officer's liability insurance in such amounts as the Board of Directors shall, from time to time, reasonably determine; and

- E. Such other insurance as the Board of Directors may determine. If reasonably available, the policy or policies of fire and extended coverage shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild and an inflation guard endorsement.

The Board of Directors may from time to time designate an insurance trustee to receive proceeds

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners. Provision shall be made for issuance of certificates of physical damage insurance to mortgagees.

Each Unit Owner may maintain such insurance as he shall desire for his own benefit insuring his personal liability, and his carpeting, floor coverings, drapes, wall covering, furniture, furnishings, personal property, and improvements, door glass, patio door glass, and window glass, fixtures and other property supplied or installed by him or a previous Unit Owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

In addition to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Unit Owners to obtain and maintain in force any other coverages or endorsements which are required under the Act or which the Board of Directors deems necessary or desirable

Insurance premiums for any blanket property insurance coverage and the other insurance coverage purchased by the Association shall be Common Expenses to be paid by assessments levied by the Association, and such assessments shall be held in an account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due

Section 7 Rights of First Mortgagees. "First Mortgagee" shall mean any person owning a mortgage on any Unit, which mortgage is first in priority to any 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 First Mortgagees. The following provisions shall take precedence over all other provisions of this Declaration, and in the event of any inconsistency or contradiction, the following provisions shall control:

- A. A First Mortgagee of a unit or its assigns, upon request, will be entitled to written notification from the Association of: (i) any default in the performance by the Unit Owner of any obligation under this Declaration or the Bylaws of the Association which is not cured within thirty (30) days; (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association,

or (iii) any proposed action which, pursuant to this Declaration or the Act, requires the consent of a specified percentage of the first mortgagees of the Units.

B. In addition to statutory requirements for amendment of this Declaration and the Bylaws of the Association, unless at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of the First Mortgagees of the Units or their assigns (based upon one vote for each first mortgage owned), and of the Unit Owners (other than any sponsor, developer, or builder including the Declarant) of the Units have given their prior written approval, the Association shall not be entitled to:

- i. By act or omission, seek to abandon, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer)
- ii. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium
- iii. Effect any decision by the Association to terminate professional management and assume self-management of the Condominium
- iv. Partition or subdivide any Unit or the Common Elements.
- v. Add or amend any material provision of this Declaration or the Articles or Bylaws of the Association which establishes, provides for, governs or regulates any of the following
 - a) Voting,
 - b) Assessments for Common Expenses, assessment liens or subordination of such liens,
 - c) Reserves for maintenance, repair and replacement of the Common Elements;
 - d) Insurance or Fidelity Bonds,
 - e) Rights to use of the Common Elements,
 - f) Responsibility for maintenance and repair of the several portions of the Condominium;

- g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium,
- h) Boundaries of any Unit,
- i) The interests in the Common Elements or Limited Common Elements;
- j) Convertibility of Units into Common Elements or of Common Elements into Units,
- k) Leasing of Units,
- l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit,
- m) Any provisions which are for the express benefit of the holders of first mortgages on the Units

Any such addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Similarly, any addition or amendment to this Declaration, Articles or Bylaws of the Association which is made for the purpose of adding any one or more of the Additional Real Estate Parcels pursuant to Section 8 below shall not be considered material.

- C Any First Mortgagee of a Unit in the Condominium or such holder's designee will, upon request, be entitled to. (i) inspect the books, records and financial statements of the Association and current copies of this Declaration, the Bylaws of the Association and the Rules and Regulations of the Association, as the same may, from time to time, be amended or promulgated, during normal business hours, and (ii) receive an annual reviewed financial statement of the Condominium within 90 days following the end of any fiscal year of the Condominium, and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
- D Condominium assessments for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis, and shall, when practicable, be payable in regular installments rather than by special assessments
- E No provision of this Declaration or of the Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of First Mortgagees of Units, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Unit Owners of insurance proceeds or condemnation awards or settlements for

losses to or a taking of Units and/or Common Elements. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the First Mortgagee on a Unit will be entitled to timely written notice of any such damage or destruction. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee of a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition. Upon the request of the holder of a first mortgage on any Unit, the Association shall agree in writing to notify such holder, any entity servicing such mortgage, and/or any other entity having an interest in such mortgage whenever damage to the Unit covered by such mortgage exceeds \$1,000.00 and whenever damage to the Common Elements exceeds \$10,000.00.

- F. The right of a Unit Owner to sell, transfer, or otherwise convey the Owner's Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.
- G. If the First Mortgagee of record on a Unit or a purchaser at a mortgage foreclosure obtains title to, or comes into possession of, a Unit pursuant to the remedies provided in the mortgage or by foreclosure of the first mortgage or by deed or assignment in lieu thereof, such acquirer of title or possession, his successors and assigns, shall acquire such title or possession free of any claims, and shall not be liable, for the share of the unpaid Common Expenses or assessments chargeable to such Unit which accrued prior to the acquisition of title or possession to such Unit by such acquirer, except as provided in the Act. Such unpaid share of the Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Section 8. (Intentionally Deleted)

Section 9. Assessments.

- A. General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B.3-116 of the Act specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The Association shall be entitled to recover its actual attorney fees incurred in the enforcement and foreclosure of a lien notwithstanding the provisions of Minn. Stat. Sec. 582.01.
- B. Special Assessments. In addition to the annual general assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of at least sixty-seven percent (67%) of the

votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

- C. Date of Commencement of Assessments The general annual assessment provided for herein shall commence as to all Units on the first day of the month following the conveyance by the Declarant of a Unit. Notwithstanding the foregoing to the contrary, any Unit owned by Declarant shall be assessed pursuant to the alternative assessment program.

The general annual assessment shall be \$1,944.00 which is paid at the rate of \$162.00 per month and shall be adjusted according to the number of months remaining in the calendar year. Such general annual assessment amount is comprised of a \$19.00 per month reserve fund payment the levy of which shall expire on July 1, 2011. The Board of Directors of the Association shall fix the amount of such assessments against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

- D. Alternative Assessment Program. The Declarant hereby establishes an alternative assessment program of the type described in Section 515B.3-115(b) of the Act. Specifically, the Declarant covenants to pay 25% of assessments, other than assessments for replacement reserves, and 100% of assessments for replacement reserves levied against any Unit owned by the Declarant. This Alternative Assessment Program expires as to each unit owned by Declarant when a certificate of occupancy is filed with regard to the Unit.

This Alternative Assessment Program will have no effect on Declarant's obligations to fund the reserves disclosed in the Association's budget included in the disclosure statement or otherwise approved by the Association.

Section 10 Special Declarant Rights. Declarant hereby reserves the following rights, (referred to in the Act as Special Declarant Rights), for its benefit:

- A. the right to complete improvements indicated on the CIC Plat;
- B. the right to create units by this Declaration;
- C. the right to maintain sales offices, management offices, signs advertising the common interest community, and models on the Real Estate;
- D. the right to use easements through the common elements for the purpose of making improvements within the CIC,

- E. the right to appoint or remove any officer or director of the Association during the period of Declarant control, which shall expire on the earliest of the following events.
- i surrender of the right of control by the Declarant;
 - ii 60 days after the conveyance of 75% of the Units to owners other than Declarant, or
 - iii five years from the first conveyance of a unit to an owner other than Declarant.

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

- A. The number of the Common Interest Community created hereby is the number set forth on the first page of this Declaration
- B. The name of the Association is Meadow Lane Homeowners Association. The Association has been incorporated pursuant to the provisions of Minnesota Statutes Chapter 317A
- C. The common interest community created hereby is a condominium. It is not subject to a master association.
- D. The legal description of the Property included within the common interest community created hereby (including all appurtenant easements) is set forth in the preamble to this Declaration.
- E. The description of the boundaries of each Unit created by this Declaration, including the unit identifier for each Unit, is set forth on the CIC Plat, which plat has been filed for recording with the office of the Anoka County Recorder's Office and is hereby incorporated herein by reference.
- F. The allocated interests are assigned equally to each Unit, subject to the provisions of this Declaration. Each Unit shall have one vote in the affairs of the Association. Except as provided in Sub-section 9.D. (relating to the Alternative Assessment Program), and Sub-sections 2 A. through 2 H, each Unit shall share the Common Expenses equally
- G. The common interest community created hereby shall consist of forty-four (44) Units, all of which shall be restricted to residential use
- H. No additional units may be created by the subdivision or conversion of Units.

- I. The use restrictions to which the Units are subject are located in Sections 3 and 4. There is no restriction on the sale price of a unit. The amount to be received upon the termination, condemnation or casualty loss of the common interest community are set forth in Sub-section 13 A, Sub-section 13.D , and Section 6.
- J. Time shares are not permitted
- K. Matters relating to Special Declarant Rights are contained in Sections 8 and 10 hereof. Matters relating to the use of the Common Elements are contained in Sections 3 and 4 hereof. Matters relating to the care and maintenance of the Common Elements are contained in Section 5 hereof. Matters relating to assessments for Common Expenses are contained in Section 9 hereof. Matters relating to Limited Common Elements are contained in Section 3 hereof.
- L. There are no appurtenant easements relating to the Condominium

Section 13. Miscellaneous

- A. Termination Except in the case of a taking of all of the Units by eminent domain, this Condominium may be terminated only by the written agreement of all Unit Owners and of all first mortgagees of Units, and may not be abandoned, nor may such termination or abandonment be sought by act or omission, without such unanimous consent.
- B. Right of Association to Hold Unit. Subject to the provisions of the Bylaws, the Board of Directors, acting on behalf of the Association, shall have the power to acquire, hold, lease, mortgage and convey a Unit, including the power to purchase a Unit at the foreclosure sale for unpaid assessments.
- C. Remedies of Association In the event of the failure of any Unit Owner to comply with the provisions of this Declaration, the Articles or Bylaws of the Association, or the decisions, regulations or rules of the Association, the Association or any aggrieved Unit Owner may in addition to any other right or remedy available to the Association or such aggrieved Unit Owner, bring an action for the recovery of damages, injunctive relief or both. Suit to recover a money judgment for unpaid Common Expenses or for other amounts owing the Association may be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any such suit or action, the prevailing party shall be entitled to recover from the losing party, an amount equal to all costs, including attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or action.
- D. Condemnation. Subject to the provisions of the Act, the Association shall have control over any condemnation proceedings, negotiations, settlements and agreements with the condemning authority relating to the acquisition by the

condemning authority of the Common Elements or any part thereof The Association shall represent all unit owners with respect to any condemnation involving all or any part of the condominium, including condemnation proceedings, and any negotiations, settlements or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the Association or an insurance trustee, for the benefit of the owners and mortgage holders.

E. Supplemental to Law. The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law. This Condominium is not subject to an ordinance provided for in Section 515B 1-106 of the Act.

F. Definition of Terms. As used in this Declaration or in the Bylaws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate and each reference to a male pronoun shall include the female and neutral; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several

i The "Association" shall mean Meadow Lane Homeowners Association, a Minnesota non-profit corporation

ii "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Real Estate, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Unit is being sold by the fee owner to a contract buyer who is entitled to possession of the Unit, the contract buyer shall be considered to be the owner of the Unit if

a) the rights of the contract seller hereunder are delegated to the buyer under such contract for deed, and

b) the buyer shall furnish proof of such delegation to the Association.

iii "Declaration" shall mean and refer to this Declaration of Common Interest Community Number 51, a condominium, Meadow Lane

iv "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association recorded in the Office of the Secretary of State of the State of Minnesota

v. "Bylaws" shall mean and refer to the Bylaws of the Association

G. Administration. The Owners of Units in the Condominium covenant and agree that the administration of the Condominium shall be in accordance with the provisions of

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

- i the Act,
- ii this Declaration;
- iii. the Bylaws, and
- iv. the Rules and Regulations.

H. Rights and Restrictions of City of Coon Rapids. An easement is granted to the City of Coon Rapids (hereinafter referred to as "City") for ingress, egress, construction and maintenance over the Common Areas for the performance of the following functions. the maintenance, repair, construction and reconstruction of streets, sanitary sewer, storm sewer, water mains, surface drainage and other public utilities, snow removal, weed control, Dutch elm disease control, cable television, and any other public service that may, in the City's judgment, become necessary in the future. Said easement rights shall be exercised at the City's option only in the event that the City Counsel finds in its opinion expressed in a duly passed Resolution that the Association is not adequately performing such functions, but the City shall be under no obligation to exercise the easement rights contained herein. Except in cases deemed by the City to be emergencies, the City must, prior to performing any work pursuant to the foregoing, give written notice to the Association, sent by registered or certified return receipt mail, of its intention to perform such work in the event the Association fails to do so within thirty (30) days of the Association's receipt of such notice. The City shall have the right to enter upon the Common Area for the purpose of shutting off the water to any Living Unit in the event that the charges for water service to such Living Unit have not been paid. No Amendment affecting the rights of the City as herein granted shall be effective without the written consent of the City.

- I. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- J. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- K. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall be perpetual. This Declaration may be amended by an instrument signed by the Owners representing Units to which not less than sixty-

seven percent (67%) of the total votes have been allocated Any amendment must be recorded

- L. Alternative Dispute Resolution. All disputes between the Association and Owners, Declarant and Owners and Declarant and the Association, except matters (a) relating to assessments and the collection of assessments or (b) enforcement of the rules and regulations of the Association, shall be first submitted to mediation by a mutually acceptable mediator In the event that mediation is not successful, such dispute shall be submitted to final and binding arbitration, to the exclusion of any inconsistent state law, regulation or judicial decision. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction

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

MEADOW LANE HOMEOWNERS ASSOCIATION, INC., a Minnesota corporation

By

Lisa Fudro
Lisa Fudro, Its' President

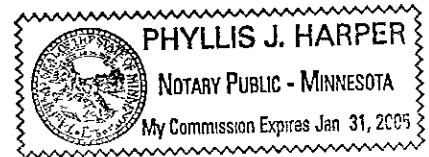
STATE OF MINNESOTA)
)SS
COUNTY OF ANOKA)

On this 19th day of March, 2003, before me, a Notary Public within and for said County, personally appeared Lisa Fudro, the President of Meadow Lane, a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.

Phyllis J. Harper
Notary Public

THIS INSTRUMENT WAS DRAFTED BY

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



**EXHIBIT A TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)
MEADOW LANE**

<u>Unit Number</u>	<u>Interest</u>
1	2 27273
2	2 27273
3	2 27273
4	2 27273
5	2 27273
6	2 27273
7	2 27273
8	2 27273
9	2 27273
10	2 27273
11	2 27273
12	2 27273
13	2.27273
14	2 27273
15	2 27273
16	2 27273
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32	2 27273
33	2 27272
34	2 27272
35	2 27272
36	2 27272
37	2 27272
38	2 27272
39	2 27272
40	2.27272
41	2 27272
42	2 27272
43	2 27272
44	2 27272
<hr/> Total	100%

**EXHIBIT B TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)
MEADOW LANE**

Legal Description of Property

Unit Numbers 1 through 44, inclusive, Condominium No 51, Meadow Lane, a Condominium,
located in Anoka County, Minnesota

161290_1

**ACTION IN WRITING
OF
MEADOW LANE HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the owners of Meadow Lane Homeowners Association, Inc., a Minnesota non-profit corporation (the "Corporation"), take the following action in writing in lieu of a meeting:

MCIOA ELECTION

RESOLVED, that pursuant to Minn Stat Section 515B 1-102(d), the Meadow Lane Homeowners Association, Inc, a Minnesota non-profit corporation elects to be governed by Sections 515B 1-101 through 515B 4-118, the Minnesota Common Interest Ownership Act, and that the Restated Declaration a duplicate original of which is attached as Exhibit A hereto is hereby adopted

FURTHER RESOLVED, that the Secretary of the Association certifies that owners of units within the Association representing at least Sixty-Seven percent (67%) of the votes in the Association have submitted written ballots making and ratifying the election

ADOPTION OF BYLAWS

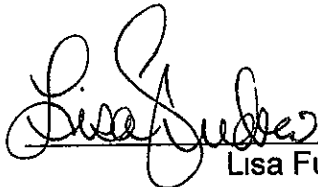
FURTHER RESOLVED, an amended and restated form of bylaws for the regulation of the affairs of the corporation was read, article by article, was duly adopted, and a copy thereof ordered spread on the minutes

FURTHER RESOLVED, that these actions shall be effective as of the 3rd day of March, 2003



James L. Harper, Secretary

ATTEST



Lisa Fudro, President

ABSTRACT

Receipt # <u>32613/29-</u>	<input type="checkbox"/> Incorrect/No Reference #
Date/Time <u>2/20/14 3:30</u>	<input type="checkbox"/> Non-standard Document
Document Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Certified Copy/
PINs <u>ME</u>	
Recordability <u>ME</u>	
Filing Fees \$ <u>20</u>	<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees \$ <u>9</u>	<input type="checkbox"/> Transfer
Well Cert Fees \$ _____	<input checked="" type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form	<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment	<input checked="" type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description	<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description	<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible	<input type="checkbox"/> No Change

DOCUMENT NO

1889217-0 ABSTRACT
ANOKA COUNTY MINNESOTA

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

AT FEB 20 2004 AND WAS DULY RECORDED
FEE AND TAXES IN THE AMOUNT OF 2:30 PM PAID

RECEIPT NO 2004032613

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

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

DECLARATION FOR NEW CIC

1899217

THIS PAGE IS NOT PART OF THE ORIGINAL DOCUMENT PRESENTED FOR RECORDING

Added by Anoka County Recorder for posting only.

MUNICIPALITY. COON RAPIDS CHECKED BY: [Signature] ON 2/20/04

MAP # 3087 PLAT BOOK TYPE. _____

DOC DATE. 3-19-03 NO OF PAGES _____ TRACT BOOK _____ PAGE _____

CIC SHORT NAME. CIC NO 166 MEADOW LAKE

LONG NAME BY DECLARATION

A/T	PARENT PINS	THRU
A	15 31.24.34.0148	0159
A	34.0186	0193
A	34.0162	0185

A/T	PARENT PINS	THRU

DATE. _____

DIV NO: _____

1899217

**COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)**

a Condominium

MEADOW LANE

AMENDED AND RESTATED DECLARATION

**COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)**

a Condominium

MEADOW LANE

AMENDED AND RESTATED DECLARATION

THIS AMENDED AND RESTATED DECLARATION is made on this 3rd day of March, 2003, by Meadow Lane Homeowners Association, Inc., a Minnesota corporation ("Meadow"), hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act"), as amended

WHEREAS, on the 22nd day of December, 1989, April Ridge, Incorporated ("Original Declarant") made and executed that certain Declaration of Condominium Ownership of Number 51, Meadow Lane, (hereinafter referred to as the "Declaration"), whereby Original Declarant submitted certain real estate situated in Anoka County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Declaration, which Declaration and the Condominium Plat made a part of the Declaration (hereinafter referred to interchangeably as the "Condominium Plat" and "CIC Plat") were filed for record on the 22nd day of December, 1989, as Document No 876324 in the office of the County Recorder in and for Anoka County, Minnesota, and

WHEREAS, pursuant to the Declaration, the Original Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated May 2, 1990, and filed for record on November 14, 1990, as Document No 914072 in the office of the County Recorder in and for Anoka County, Minnesota, and

WHEREAS, pursuant to the Declaration, the Original Declarant has added certain Additional Real Estate Parcels of land to the Condominium Plat as described in a Second Amendment to Declaration, dated May 2, 1990, and filed for record on March 21, 1991, as

Document No. 926536 in the office of the County Recorder in and for Anoka County, Minnesota, and

WHEREAS, pursuant to the Declaration, the Original Declarant has added certain Additional Real Estate Parcels of land to the Condominium Plat as described in a Third Amendment to Declaration, dated May 2, 1991, and filed for record on June 5, 1991, as Document No. 935130 in the office of the County Recorder in and for Anoka County, Minnesota. (All of the Real Estate and Additional real Estate Parcels shall hereafter be cumulatively referred to as the "Real Estate"), and

WHEREAS, pursuant to Minn. Stat. Section 515B.1-102, the Meadow Lane Homeowners Association, Inc., a Minnesota non-profit corporation elects to be governed by Sections 515B.1-101 through 515B.4-118, the Minnesota Common Interest Ownership Act,

WHEREAS, Declarant desires that all of the Real Estate shall be subject to certain uniform covenants, conditions and restrictions as set forth herein.

NOW, THEREFORE, in order to establish the Real Estate as a Condominium pursuant to the Act, Declarant hereby declares that the Real Estate is subject to the covenants, restrictions, terms and conditions hereinafter set forth in this Declaration, which shall constitute covenants running with the Real Estate and shall be binding on Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Real Estate, their grantees, successors, heirs, personal representatives, devisees and assigns,

Section 1. General This Declaration establishes Common Interest Community Number 166 (formerly known as Condominium No. 51), a Condominium, Meadow Lane, Anoka County, Minnesota. It is a condominium and is not subject to a master association. The real estate included within this common interest community, (hereinafter "CIC" or "Condominium") is legally described on Exhibit B attached hereto. Pursuant to Minn. Stat. 515B.1-102(d)(2), the CIC Plat for this CIC is the Condominium Plat

Section 2. Condominium Units There are forty-four (44) separate Units located in four (4) buildings as shown on the CIC Plat certified by Walter J. Gregory, Registered Land Surveyor, Minnesota Registration No. 14889, as accurately depicting all the information required by Section 515B.2-110 of the Act, which CIC Plat is a part hereof (hereinafter referred to as the "CIC Plat"). The unit identifier, location and boundaries of each of the forty-four (44) Units established hereby are set forth in the CIC Plat. There are three (3) buildings with twelve (12) units and one (1) building with eight (8) units. The primary construction of the buildings, as contemplated, is wood frame. The Units are further defined and described as follows: (i) Units are as shown on the CIC Plat for Meadow Lane, a Condominium prepared by Merila and Associates, which are incorporated herein and made a part hereof; (ii) the Unit number of each Unit, its location and Undivided Interest are as set forth on Exhibit "A" attached hereto and made a part hereof; (iii) each Unit consists of the area bounded by the walls, floors and ceilings thereof depicted on the CIC Plat; (iv) this area shall include all lath, furring wall board, plasterboard, plaster, paneling, tiling, wallpaper, paint, finished flooring, carpeting and any other materials constituting any part of the finished surface of the walls, partitions, floors and ceilings; (v) if any chute, flue, duct,

wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially without the boundaries of any Unit as described in this Section, any portion thereof serving less than all of the Units, are Limited Common Elements; (vi) the Boundaries of each unit shall include and vary with sag and accretion involving normal and expectable expansion, sag, settling and structural adjustment (as distinguished from sudden, extreme or accidental change such as by "acts of God", quake, explosion, or similar causes); and (vii) each Unit includes an associated garage, as set forth on the CIC Plat

The fractions of undivided interests in the Common Elements and the fractions of the Common Expenses of the Association are hereby equally allocated to the Units. The fractions of undivided interests in the Common Elements and of the Common Expenses of the Association allocated to each Unit on such basis is the Fractional Interest set forth opposite each such Unit in Exhibit A attached hereto. However, certain expenses may be assessed on a different basis, or against one or fewer than all of the Units, under the following circumstances:

- A. Any common expenses associated with the maintenance, repair or replacement of a limited common element undertaken by the Association may be assessed exclusively against the Unit or Units to which that limited common element is assigned, on the basis of
 - i. equality,
 - ii. square footage of the area being maintained, repaired or replaced; or
 - iii. the actual cost incurred with respect to each Unit
- B. Any common expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited on the basis of.
 - i. equality,
 - ii. square footage of the area being maintained, repaired or replaced, or
 - iii. the actual cost incurred with respect to each Unit.
- C. The costs of insurance may be assessed in proportion to value, risk of coverage, and the costs of utilities may be assessed in proportion to usage.
- D. Reasonable attorney fees and other costs incurred by the Association in connection with the collection of assessments, the foreclosure of liens and the enforcement of this Declaration, the Bylaws, the Act or Rules and Regulations against an Owner or occupant or their guests may be assessed against the Owner's Unit.
- E. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act

- F Assessments levied under Section 515B.3-116 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.
- G If any damage to the Common Elements or another Unit is caused by the action or omission of any Owner or occupant or their guests, the Association may assess the costs of repairing the damage against the Owner's Unit to the extent not covered by insurance.
- H If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.
- I If Common Expense liabilities are reallocated for any purpose authorized by the Act, common expense assessments and installments thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities
- J Assessments described in sub-sections 2 A through 2 H shall not be considered as being special assessments

Section 3 Common Elements. All portions of the Real Estate other than the Units are Common Elements. The Common Elements include the remaining portion of the real estate described and referred to herein as the Common Elements. For purposes of this Declaration, the ownership of each condominium unit shall include the respective Undivided Interest in the Common Elements, and a percentage of the Common Expenses of the Association. Votes in the Association shall be allocated equally, one vote for each Unit. Common Expenses benefiting less than all of the Units may be assessed by the Association against only those Units benefited. In such case, said expenses shall be allocated among Units benefited in proportion to their Common Expense liability. Common Elements include, but are not limited to the Property, foundations, columns, girders, beams, supports, and other structural components of the Building, all walls and partitions separating Units from corridors, lobbies, elevators, stairways, mechanical equipment spaces and other Units, the roof, halls, corridors, lobbies, vestibules, stairways, entrances and exits; all landscaping, gardens and sidewalks, all pumps, tanks, motors, fans, compressors and control equipment, all central and appurtenant installation for services, such a power, light, telephone, gas, hot and cold water, heat, refrigeration, air conditioning, sewer, security, including all pipes wires, conduits, guys, cables and ducts and other public utility lines and services wherever located on the Property. Common Elements shall not include windows and patio door serving a particular Unit. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units. Such Limited Common Elements, if any, are shown on the CIC Plat. Each Limited Common Element shall have appurtenant to all

easements necessary for the use for which it is designed in favor of the Owner or Owners of the Unit or Units exclusively served thereby. The Association shall be responsible for the maintenance of Outlot A, Meadow Lane Estates 2nd Addition.

Section 4. Use of the Condominium. The Condominium and each of the Units shall be used and occupied in accordance with the following provisions:

- A. Residential Use Only. Except as herein permitted for Declarant no business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Unit, except: (i) an Owner or occupant residing in a Unit may keep and maintain his or her business or professional records in such Unit and handle matters relating thereto by telephone or correspondence therefrom, provided that such uses are incidental to the residential use of the Unit; and (ii) the Association may maintain offices on the Property for management and related purposes. No owner shall permit occupancy by any person other than such owner of all or any portion of such owner's Unit under any lease or other arrangement whatsoever, including, without limitations, subleases and assignments of leases, except in accordance with the following provisions: (i) such occupancy shall be pursuant to a written lease with a stated term; (ii) any proposed occupant and its proposed use of a Unit or part thereof will be consistent with the provision of this Declaration and the By-Laws; (iii) the owner shall deliver to the Board of Directors a certified copy of any lease and a certificate from the tenant setting forth the use under such lease with 90 days of its execution.
- B. Violations. Any arrangement for occupancy which in the opinion of the Board of Directors does not comply with the requirement of this Article is voidable, and may be voided by the giving of written notice from the Board of Directors to the Owner of the Unit occupied under such arrangement. Such Owner within 10 days after receipt of such notice shall (a) effect the termination of the non-complying occupancy or (b) commence summary proceedings to terminate the non-complying occupancy. In the event of any failure on the part of Owner to comply with any of the provisions of the two preceding sentences, the Board is authorized in the name of Owner to bring summary proceedings and to do all other acts reasonably required to terminate the noncomplying occupancy. All expenses of the Board in pursuing such termination, including without limitation attorneys' fees, shall be charged to the Owner and shall be a lien against such Owner's Unit in the same manner as the lien for assessment of Common Expense.
- C. Easements for Encroachments. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium, any portion of the Common Elements encroaches upon a Unit or Units or any portion of a Unit encroaches upon the Common Elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance thereof, so long as it

stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for the purposes of marketability of title. In the event the Real Estate is partially or totally destroyed, and then rebuilt, the Unit Owners shall permit minor encroachment of parts of the Common Elements, and of other Units, due to reconstruction, and a valid easement for said encroachments and the maintenance thereof shall exist.

- E. Rules. Each Unit Owner, occupant, tenant or guest shall use the Units and the Common Elements only in compliance with the provisions of the Act, this Declaration, the Articles and the Bylaws of the Association, all as lawfully amended from time to time, and with all decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act.
- F. Prohibited Activities. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Real Estate, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others. No residents or visitors may park in areas not specifically designated for parking on the CIC Plat or in this Declaration.
- G. Unit Exterior. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the Units (except within the garages which are part of the Units), or which may be visible from the outside of the Units (other than draperies, curtains, or shades of a customary nature and appearance and in any event subject to the Rules and Regulations of the Board of Directors). No Owner shall paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, satellite receiver dish or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors in its discretion. No Owner of a Unit shall display, hang, store (except within the garage part of his Unit) or use any sign outside his Unit, or which may be visible from the outside of his Unit without the prior written permission of the Board of Directors. The foregoing notwithstanding, an Owner shall be permitted to display a metal-stand sign advertising such Owner's Unit for sale or lease. The use of wooden post sign advertising such Owner's Unit for sale or lease may be prohibited at the discretion of the Board. Such sign shall be located in the yard area between such Owner's Unit and the road in front of such Unit.
- H. Pets. No animal of any type shall be kept in any Unit or in the Common Elements, unless and until the Board of Directors has enacted rules and regulations specifically permitting the keeping of such type of animal. The Board of Directors shall have

complete discretion as to whether or not it will permit the keeping of animals of any particular type. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal in one or more, but not all, Units when special circumstances are present. An example of the special circumstances contemplated hereby is the need for a seeing eye dog. The Board of Directors shall also have complete discretion as to the substance of any administrative rules and regulations enacted by it regarding the manner in which any permitted animal shall be kept, provided that the Board of Directors may not, in any case, permit the keeping of any animal for any commercial purpose. The Board of Directors shall have the right at any time, to change its rules and regulations relating to animals. Such right shall include the right to prohibit the keeping of any animal of a type permitted to be kept by previously enacted rules and regulations. Any animal permitted to be kept shall be kept in strict accordance with the administrative rules and regulations relating to such animals from time to time approved by the Board of Directors and in any event shall be kept in a manner so as not to constitute a nuisance to others.

- I. Trash. Trash, garbage and other waste shall be kept only in covered sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the rules and regulations promulgated by the Board of Directors.

- J. Storage of Personal Property. Except as provided in this Declaration or as permitted by the rules and regulations adopted from time to time by the Board of Directors in its sole discretion, no personal property of any kind whatsoever belonging to any Owner or to any tenant of such Owner or any guest or invitee of any Owner shall be stored, placed or kept, temporarily or permanently, in or on the Common Elements. Without limiting the generality of the foregoing, no motorized or non-motorized vehicles, boats, campers, cabs, trailers, recreational vehicles, snowmobiles, bicycles, tricycles, motorcycles or other types of recreational equipment, shall be stored on any Common Element except inside a garage. The foregoing notwithstanding an Owner, may (i) keep personal property in the garage which is included as a part of such Owner's Unit, (ii) park operational automobiles on the driveway allocated to such Owner's Unit as a Limited Common Element; and (iii) keep normal and customary lawn and patio furniture and potted plants (but not play equipment) in the lawn, and patio or deck, if any, allocated to such Owner's Unit as a Limited Common Element. In addition, outside storage of any items, including but not limited to the following, sporting equipment, toys, outdoor cooking equipment (except lawn furniture and one gas or charcoal grill per Unit), and equipment and trash and garbage containers, shall not be allowed. Notwithstanding the foregoing, a covered trash container may be stored on the patio of Units without a double garage.

- K. Machines. No Owner shall overload the electrical wiring in the Condominium or operate any machines, appliances, accessories or equipment in such manner as to

cause, in the judgment of the Board of Directors, an unreasonable disturbance to others

- L. Rules and Regulations The Board of Directors may, from time to time, promulgate rules and regulations regarding the use of the Units, the Limited Common Elements and the Common Elements, provided that such rules shall be reasonable in scope and shall tend to promote the use of the Real Estate for the purposes set forth herein
- M. Gardens and Shrubs Except as permitted by the Board of Directors in its sole discretion, and except as provided in Sub-section 4 J. above, no gardens, shrubs, flowers or other plants shall be planted by any Owner on any Common Element or Limited Common Element.
- N. [Intentionally Omitted].
- O. Blocking of Driveways. Under no circumstances shall any Owner block access to any garage other than the garage which is part of such Owner's Unit.
- P. Utility Easement. Each Unit and the Limited Common Elements and Common Elements are subject to an easement in favor of the Association, its successors and assignees for the maintenance of any utility services to each Unit. All Units, Limited Common Elements and Common Elements are hereby subjected to easements for the installation and maintenance of utilities, including gas, telephone, electric, cable TV and satellite services
- Q. No Parking Signs No parking shall be permitted on private streets located within the Property in accordance with any "No Parking" signs posted by the Association or requested by the City of Coon Rapids.
- R. Emergency Vehicles. Declarant hereby grants a perpetual, non-exclusive easement in favor of the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on, over and across the Common Elements for the purpose of ingress and egress for police, fire, rescue and other emergency calls, animal control, health and prospective inspection and to provide to the Owners other public services deemed necessary by the City of Coon Rapids and for the purposes set forth herein
- S. Access Easement. The Association shall have an easement for access and entry upon reasonable advance notice into and through any Unit and garage portion of a Unit where such access or entry is necessary for the Association to perform its maintenance, repair and replacement obligations.

Section 5. Maintenance and Repair.

- A. Every Unit Owner shall perform promptly all maintenance and repair work required within his own Unit and all maintenance and repair work required within the garage portion of his Unit and made the Owner's responsibility under Section 3 of this Declaration which, if not performed, would affect the Common Elements or another Unit or Units. Upon the failure of any Unit Owner to perform his responsibilities under this paragraph, the Association may, but shall not be obligated to, perform the same and such Unit Owner shall be liable to the Association for all expenses incurred by the Association in performing the same and the amount thereof shall be a personal obligation of the Owner, a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments. All incidental damage or liability caused to a Unit or Units or to the Common Elements by the failure of a Unit Owner to perform his obligations under this paragraph or caused in the course of performing such obligations shall be the responsibility of the Unit Owner. The maintenance of broken glass in any door, patio door, or window serving a particular Unit shall be the responsibility of the Unit Owner.
- B. If maintenance, repairs or replacements to the Common Elements or to the Unit of another Unit Owner are necessitated by the negligence, willful act, misuse or neglect of a Unit Owner or of anyone for whose negligence, willful act, misuse or neglect such Unit Owner is responsible, the expense thereof shall be charged to such offending or responsible Unit Owner, and the amount thereof shall be a personal obligation of the Owner, a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments.
- C. The Association is responsible for maintenance, including reasonable snow removal, repair, and replacement of the Common Elements, if any, including any sidewalks, retaining walls, irrigation system, private roadways, trails, ponds, fences, monuments and landscaping features located on the Common Elements and including the Limited Common Elements but excluding any improvement to a garage space constructed by an Owner, the garage slab, garage door mechanical apparatus and garage door openers, if any, and excluding the air conditioning equipment allocated as Limited Common Element and excluding any Limited Common Element which is not common to all Units. Except as provided in Subsections 5 B. and 5 C. above, any Common Expense associated with the maintenance, repair or replacement of a Common Element or Limited Common Element common to all Units shall be assessed against all the Units in accordance with the Common Expense liability allocated to each Unit hereunder and shall not be assessed solely against the Unit or Units to which such Limited Common Element is assigned.
- D. All incidental damage caused to any Unit or to any improvements constructed by an Owner in a garage pursuant to Section 3 of this Declaration as a result of any work done by the Association in accordance with its responsibilities as set forth herein or in the Act or as a result of any damage to, failure of or malfunction of anything to be

maintained, repaired or replaced by the Association in accordance with the provisions hereof or in the Act, shall be the responsibility of the Association and the cost of repairing such incidental damage shall be a Common Expense

Section 6 Required Insurance. Commencing not later than the time of the first conveyance of a Unit to a Unit Owner other than Declarant, and in addition to the requirements of the Act, the Association shall maintain, to the extent reasonably available, the following insurance

- A Fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard 'all risk' endorsement, if such is available) Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements included in the Real Estate subject to this Declaration (including all building service equipment and all of the Units and the fixtures originally installed therein by Declarant, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures originally installed therein by Declarant, but not including carpeting, floor coverings, drapes, wall coverings, furniture, furnishings, or personal property belonging to the Unit Owners and not including improvements, fixtures and other property supplied or installed by Unit Owners). Such insurance shall cover the interest of the Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined annually by the Board of Directors,
- B. Worker's compensation insurance and insurance covering legal liability arising out of lawsuits related to employment contracts of the Association,
- C. Comprehensive public liability insurance in such amounts (but not less than \$1,000,000 for any one occurrence) and with such coverage as the Board of Directors shall from time to time determine, but at least covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements, and insuring each officer and member of the Board of Directors, the managing agent and each Unit Owner and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner and with a 'Severability of Interest Endorsement' which would preclude the insurer from denying the claim of a Unit Owner for the negligent act of another Owner, occupant or the Association;
- D Director's and officer's liability insurance in such amounts as the Board of Directors shall, from time to time, reasonably determine; and

- E. Such other insurance as the Board of Directors may determine. If reasonably available, the policy or policies of fire and extended coverage shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild and an inflation guard endorsement.

The Board of Directors may from time to time designate an insurance trustee to receive proceeds

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners. Provision shall be made for issuance of certificates of physical damage insurance to mortgagees.

Each Unit Owner may maintain such insurance as he shall desire for his own benefit insuring his personal liability, and his carpeting, floor coverings, drapes, wall covering, furniture, furnishings, personal property, and improvements, door glass, patio door glass, and window glass, fixtures and other property supplied or installed by him or a previous Unit Owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

In addition to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Unit Owners to obtain and maintain in force any other coverages or endorsements which are required under the Act or which the Board of Directors deems necessary or desirable

Insurance premiums for any blanket property insurance coverage and the other insurance coverage purchased by the Association shall be Common Expenses to be paid by assessments levied by the Association, and such assessments shall be held in an account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due

Section 7 Rights of First Mortgagees. "First Mortgagee" shall mean any person owning a mortgage on any Unit, which mortgage is first in priority to any 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 First Mortgagees. The following provisions shall take precedence over all other provisions of this Declaration, and in the event of any inconsistency or contradiction, the following provisions shall control:

- A. A First Mortgagee of a unit or its assigns, upon request, will be entitled to written notification from the Association of: (i) any default in the performance by the Unit Owner of any obligation under this Declaration or the Bylaws of the Association which is not cured within thirty (30) days; (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association,

or (iii) any proposed action which, pursuant to this Declaration or the Act, requires the consent of a specified percentage of the first mortgagees of the Units.

B. In addition to statutory requirements for amendment of this Declaration and the Bylaws of the Association, unless at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of the First Mortgagees of the Units or their assigns (based upon one vote for each first mortgage owned), and of the Unit Owners (other than any sponsor, developer, or builder including the Declarant) of the Units have given their prior written approval, the Association shall not be entitled to:

- i. By act or omission, seek to abandon, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer)
- ii. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium
- iii. Effect any decision by the Association to terminate professional management and assume self-management of the Condominium
- iv. Partition or subdivide any Unit or the Common Elements.
- v. Add or amend any material provision of this Declaration or the Articles or Bylaws of the Association which establishes, provides for, governs or regulates any of the following
 - a) Voting,
 - b) Assessments for Common Expenses, assessment liens or subordination of such liens,
 - c) Reserves for maintenance, repair and replacement of the Common Elements;
 - d) Insurance or Fidelity Bonds,
 - e) Rights to use of the Common Elements,
 - f) Responsibility for maintenance and repair of the several portions of the Condominium;

- g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium,
- h) Boundaries of any Unit,
- i) The interests in the Common Elements or Limited Common Elements;
- j) Convertibility of Units into Common Elements or of Common Elements into Units,
- k) Leasing of Units,
- l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit,
- m) Any provisions which are for the express benefit of the holders of first mortgages on the Units

Any such addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Similarly, any addition or amendment to this Declaration, Articles or Bylaws of the Association which is made for the purpose of adding any one or more of the Additional Real Estate Parcels pursuant to Section 8 below shall not be considered material.

- C Any First Mortgagee of a Unit in the Condominium or such holder's designee will, upon request, be entitled to. (i) inspect the books, records and financial statements of the Association and current copies of this Declaration, the Bylaws of the Association and the Rules and Regulations of the Association, as the same may, from time to time, be amended or promulgated, during normal business hours, and (ii) receive an annual reviewed financial statement of the Condominium within 90 days following the end of any fiscal year of the Condominium, and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
- D Condominium assessments for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis, and shall, when practicable, be payable in regular installments rather than by special assessments
- E No provision of this Declaration or of the Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of First Mortgagees of Units, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Unit Owners of insurance proceeds or condemnation awards or settlements for

losses to or a taking of Units and/or Common Elements. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the First Mortgagee on a Unit will be entitled to timely written notice of any such damage or destruction. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee of a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition. Upon the request of the holder of a first mortgage on any Unit, the Association shall agree in writing to notify such holder, any entity servicing such mortgage, and/or any other entity having an interest in such mortgage whenever damage to the Unit covered by such mortgage exceeds \$1,000.00 and whenever damage to the Common Elements exceeds \$10,000.00.

- F. The right of a Unit Owner to sell, transfer, or otherwise convey the Owner's Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.
- G. If the First Mortgagee of record on a Unit or a purchaser at a mortgage foreclosure obtains title to, or comes into possession of, a Unit pursuant to the remedies provided in the mortgage or by foreclosure of the first mortgage or by deed or assignment in lieu thereof, such acquirer of title or possession, his successors and assigns, shall acquire such title or possession free of any claims, and shall not be liable, for the share of the unpaid Common Expenses or assessments chargeable to such Unit which accrued prior to the acquisition of title or possession to such Unit by such acquirer, except as provided in the Act. Such unpaid share of the Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Section 8. (Intentionally Deleted)

Section 9. Assessments.

- A. General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B.3-116 of the Act specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The Association shall be entitled to recover its actual attorney fees incurred in the enforcement and foreclosure of a lien notwithstanding the provisions of Minn. Stat. Sec. 582.01.
- B. Special Assessments. In addition to the annual general assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of at least sixty-seven percent (67%) of the

votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

- C. Date of Commencement of Assessments The general annual assessment provided for herein shall commence as to all Units on the first day of the month following the conveyance by the Declarant of a Unit. Notwithstanding the foregoing to the contrary, any Unit owned by Declarant shall be assessed pursuant to the alternative assessment program.

The general annual assessment shall be \$1,944.00 which is paid at the rate of \$162.00 per month and shall be adjusted according to the number of months remaining in the calendar year. Such general annual assessment amount is comprised of a \$19.00 per month reserve fund payment the levy of which shall expire on July 1, 2011. The Board of Directors of the Association shall fix the amount of such assessments against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

- D. Alternative Assessment Program. The Declarant hereby establishes an alternative assessment program of the type described in Section 515B.3-115(b) of the Act. Specifically, the Declarant covenants to pay 25% of assessments, other than assessments for replacement reserves, and 100% of assessments for replacement reserves levied against any Unit owned by the Declarant. This Alternative Assessment Program expires as to each unit owned by Declarant when a certificate of occupancy is filed with regard to the Unit.

This Alternative Assessment Program will have no effect on Declarant's obligations to fund the reserves disclosed in the Association's budget included in the disclosure statement or otherwise approved by the Association.

Section 10 Special Declarant Rights. Declarant hereby reserves the following rights, (referred to in the Act as Special Declarant Rights), for its benefit:

- A. the right to complete improvements indicated on the CIC Plat;
- B. the right to create units by this Declaration;
- C. the right to maintain sales offices, management offices, signs advertising the common interest community, and models on the Real Estate;
- D. the right to use easements through the common elements for the purpose of making improvements within the CIC,

- E. the right to appoint or remove any officer or director of the Association during the period of Declarant control, which shall expire on the earliest of the following events.
- i surrender of the right of control by the Declarant;
 - ii 60 days after the conveyance of 75% of the Units to owners other than Declarant, or
 - iii five years from the first conveyance of a unit to an owner other than Declarant.

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

- A. The number of the Common Interest Community created hereby is the number set forth on the first page of this Declaration
- B. The name of the Association is Meadow Lane Homeowners Association. The Association has been incorporated pursuant to the provisions of Minnesota Statutes Chapter 317A
- C. The common interest community created hereby is a condominium. It is not subject to a master association.
- D. The legal description of the Property included within the common interest community created hereby (including all appurtenant easements) is set forth in the preamble to this Declaration.
- E. The description of the boundaries of each Unit created by this Declaration, including the unit identifier for each Unit, is set forth on the CIC Plat, which plat has been filed for recording with the office of the Anoka County Recorder's Office and is hereby incorporated herein by reference.
- F. The allocated interests are assigned equally to each Unit, subject to the provisions of this Declaration. Each Unit shall have one vote in the affairs of the Association. Except as provided in Sub-section 9.D. (relating to the Alternative Assessment Program), and Sub-sections 2 A. through 2 H, each Unit shall share the Common Expenses equally
- G. The common interest community created hereby shall consist of forty-four (44) Units, all of which shall be restricted to residential use
- H. No additional units may be created by the subdivision or conversion of Units.

- I. The use restrictions to which the Units are subject are located in Sections 3 and 4. There is no restriction on the sale price of a unit. The amount to be received upon the termination, condemnation or casualty loss of the common interest community are set forth in Sub-section 13 A, Sub-section 13.D , and Section 6.
- J. Time shares are not permitted
- K. Matters relating to Special Declarant Rights are contained in Sections 8 and 10 hereof. Matters relating to the use of the Common Elements are contained in Sections 3 and 4 hereof. Matters relating to the care and maintenance of the Common Elements are contained in Section 5 hereof. Matters relating to assessments for Common Expenses are contained in Section 9 hereof. Matters relating to Limited Common Elements are contained in Section 3 hereof.
- L. There are no appurtenant easements relating to the Condominium

Section 13. Miscellaneous

- A. Termination Except in the case of a taking of all of the Units by eminent domain, this Condominium may be terminated only by the written agreement of all Unit Owners and of all first mortgagees of Units, and may not be abandoned, nor may such termination or abandonment be sought by act or omission, without such unanimous consent.
- B. Right of Association to Hold Unit. Subject to the provisions of the Bylaws, the Board of Directors, acting on behalf of the Association, shall have the power to acquire, hold, lease, mortgage and convey a Unit, including the power to purchase a Unit at the foreclosure sale for unpaid assessments.
- C. Remedies of Association In the event of the failure of any Unit Owner to comply with the provisions of this Declaration, the Articles or Bylaws of the Association, or the decisions, regulations or rules of the Association, the Association or any aggrieved Unit Owner may in addition to any other right or remedy available to the Association or such aggrieved Unit Owner, bring an action for the recovery of damages, injunctive relief or both. Suit to recover a money judgment for unpaid Common Expenses or for other amounts owing the Association may be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any such suit or action, the prevailing party shall be entitled to recover from the losing party, an amount equal to all costs, including attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or action.
- D. Condemnation. Subject to the provisions of the Act, the Association shall have control over any condemnation proceedings, negotiations, settlements and agreements with the condemning authority relating to the acquisition by the

condemning authority of the Common Elements or any part thereof The Association shall represent all unit owners with respect to any condemnation involving all or any part of the condominium, including condemnation proceedings, and any negotiations, settlements or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the Association or an insurance trustee, for the benefit of the owners and mortgage holders.

E. Supplemental to Law. The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law. This Condominium is not subject to an ordinance provided for in Section 515B 1-106 of the Act.

F. Definition of Terms. As used in this Declaration or in the Bylaws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate and each reference to a male pronoun shall include the female and neutral; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several

i The "Association" shall mean Meadow Lane Homeowners Association, a Minnesota non-profit corporation

ii "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Real Estate, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Unit is being sold by the fee owner to a contract buyer who is entitled to possession of the Unit, the contract buyer shall be considered to be the owner of the Unit if

a) the rights of the contract seller hereunder are delegated to the buyer under such contract for deed, and

b) the buyer shall furnish proof of such delegation to the Association.

iii "Declaration" shall mean and refer to this Declaration of Common Interest Community Number 51, a condominium, Meadow Lane

iv "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association recorded in the Office of the Secretary of State of the State of Minnesota

v. "Bylaws" shall mean and refer to the Bylaws of the Association

G. Administration. The Owners of Units in the Condominium covenant and agree that the administration of the Condominium shall be in accordance with the provisions of

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

- i the Act,
- ii this Declaration;
- iii. the Bylaws, and
- iv. the Rules and Regulations.

H. Rights and Restrictions of City of Coon Rapids. An easement is granted to the City of Coon rapids (hereinafter referred to as "City") for ingress, egress, construction and maintenance over the Common Areas for the performance of the following functions. the maintenance, repair, construction and reconstruction of streets, sanitary sewer, storm sewer, water mains, surface drainage and other public utilities, snow removal, weed control, Dutch elm disease control, cable television, and any other public service that may, in the City's judgment, become necessary in the future. Said easement rights shall be exercised at the City's option only in the event that the City Counsel finds in its opinion expressed in a duly passed Resolution that the Association is not adequately performing such functions, but the City shall be under no obligation to exercise the easement rights contained herein. Except in cases deemed by the City to be emergencies, the City must, prior to performing any work pursuant to the foregoing, give written notice to the Association, sent by registered or certified return receipt mail, of its intention to perform such work in the event the Association fails to do so within thirty (30) days of the Association's receipt of such notice. The City shall have the right to enter upon the Common Area for the purpose of shutting off the water to any Living Unit in the event that the charges for water service to such Living Unit have not been paid. No Amendment affecting the rights of the City as herein granted shall be effective without the written consent of the City

- I. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- J. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect
- K. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall be perpetual. This Declaration may be amended by an instrument signed by the Owners representing Units to which not less than sixty-

seven percent (67%) of the total votes have been allocated Any amendment must be recorded

- L. Alternative Dispute Resolution. All disputes between the Association and Owners, Declarant and Owners and Declarant and the Association, except matters (a) relating to assessments and the collection of assessments or (b) enforcement of the rules and regulations of the Association, shall be first submitted to mediation by a mutually acceptable mediator In the event that mediation is not successful, such dispute shall be submitted to final and binding arbitration, to the exclusion of any inconsistent state law, regulation or judicial decision. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction

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

MEADOW LANE HOMEOWNERS ASSOCIATION, INC., a Minnesota corporation

By

Lisa Fudro
Lisa Fudro, Its' President

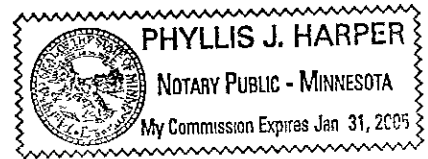
STATE OF MINNESOTA)
)SS
COUNTY OF ANOKA)

On this 19th day of March, 2003, before me, a Notary Public within and for said County, personally appeared Lisa Fudro, the President of Meadow Lane, a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.

Phyllis J. Harper
Notary Public

THIS INSTRUMENT WAS DRAFTED BY

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



**EXHIBIT A TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)
MEADOW LANE**

<u>Unit Number</u>	<u>Interest</u>
1	2 27273
2	2 27273
3	2 27273
4	2 27273
5	2 27273
6	2 27273
7	2 27273
8	2 27273
9	2 27273
10	2 27273
11	2 27273
12	2 27273
13	2.27273
14	2 27273
15	2 27273
16	2 27273
17	2 27273
18	2 27273
19	2 27273
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24	2 27273
25	2 27273
26	2 27273
27	2 27273
28	2 27273
29	2 27273
30	2 27273
31	2 27273
32	2 27273
33	2 27272
34	2 27272
35	2 27272
36	2 27272
37	2 27272
38	2 27272
39	2 27272
40	2.27272
41	2 27272
42	2 27272
43	2 27272
44	2 27272
<hr/> Total	100%

**EXHIBIT B TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 166
(formerly known as Condominium No. 51)
MEADOW LANE**

Legal Description of Property

Unit Numbers 1 through 44, inclusive, Condominium No 51, Meadow Lane, a Condominium,
located in Anoka County, Minnesota

161290_1

**ACTION IN WRITING
OF
MEADOW LANE HOMEOWNERS ASSOCIATION, INC.**

The undersigned, being all of the owners of Meadow Lane Homeowners Association, Inc., a Minnesota non-profit corporation (the "Corporation"), take the following action in writing in lieu of a meeting:

MCIOA ELECTION

RESOLVED, that pursuant to Minn Stat Section 515B 1-102(d), the Meadow Lane Homeowners Association, Inc, a Minnesota non-profit corporation elects to be governed by Sections 515B 1-101 through 515B 4-118, the Minnesota Common Interest Ownership Act, and that the Restated Declaration a duplicate original of which is attached as Exhibit A hereto is hereby adopted

FURTHER RESOLVED, that the Secretary of the Association certifies that owners of units within the Association representing at least Sixty-Seven percent (67%) of the votes in the Association have submitted written ballots making and ratifying the election

ADOPTION OF BYLAWS

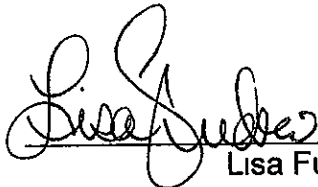
FURTHER RESOLVED, an amended and restated form of bylaws for the regulation of the affairs of the corporation was read, article by article, was duly adopted, and a copy thereof ordered spread on the minutes

FURTHER RESOLVED, that these actions shall be effective as of the 3rd day of March, 2003



James L. Harper, Secretary

ATTEST



Lisa Fudro, President

ABSTRACT

Receipt # <u>32613/29-</u>	<input type="checkbox"/> Incorrect/No Reference #
Date/Time <u>2/20/14 3:30</u>	<input type="checkbox"/> Non-standard Document
Document Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Certified Copy/
PINs <u>ME</u>	
Recordability <u>ME</u>	
Filing Fees \$ <u>20</u>	<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees \$ <u>9</u>	<input type="checkbox"/> Transfer
Well Cert Fees \$ _____	<input checked="" type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form	<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment	<input checked="" type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description	<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description	<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible	<input type="checkbox"/> No Change

DOCUMENT NO

1889217-0 ABSTRACT
ANOKA COUNTY MINNESOTA

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

AT FEB 20 2004 AND WAS DULY RECORDED
AT 2:30 PM
FEES AND TAXES IN THE AMOUNT OF \$29.00 PAID

RECEIPT NO 2004032613

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

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