

TPC FIRST ADDITION

KNOW ALL MEN BY THESE PRESENTS: That Sienna Corporation, a Minnesota corporation, owner and proprietor, and Tournament Players Club of the Twin Cities, LLC, a Minnesota limited liability company, contract purchaser, of the following described property situated in the County of Anoka, State of Minnesota, to wit:

The Northwest Quarter and the Southwest Quarter of Section 16, Township 31, Range 23.

The Northwest Quarter of the Northeast Quarter and that part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 31, Range 23, lying west of County Road No. 52 (formerly known as the Bethel and Rice Creek Road), Except that part thereof described as follows: Beginning at the Northwest corner of said Northeast Quarter of the Northeast Quarter: thence South 89 degrees 21 minutes 38 seconds East, assumed bearing, along the North line of said Northeast Quarter of the Northeast Quarter a distance of 860.78 feet to the center line of County Road No. 52 as now laid out and traveled; thence South 31 degrees 23 minutes 58 seconds East, along said center line, a distance of 300.00 feet; thence North 89 degrees 21 minutes 38 seconds West a distance of 250.00 feet; thence South 60 degrees 38 minutes 22 seconds West a distance of 260.00 feet; thence North 73 degrees 32 minutes 54 seconds West a distance of 566.29 feet to the West line of said Northeast Quarter of the Northeast Quarter; thence North 00 degrees 39 minutes 52 minutes East, along said West line, a distance of 230.00 feet to the point of beginning.

Outlot A, North Oaks West Second Addition

The South Half of the Northeast Quarter of Section 16, Township 31, Range 23; and all that part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 31, Range 23, lying west of County Road No. 52 (formerly known as the Bethel and Rice Creek Road).

That part of the Northeast Quarter of the Southeast Quarter of Section 16, lying Northwesterly of the Bethel and Rice Creek Road, and lying Northeasterly of County Ditch No. Forty-one (41), being in Township 31, Range 23, Anoka County, Minnesota, according to the Government Survey thereof.

All that part of North Half of Southeast Quarter of Section 16, which lies Westerly of the Bethel and Rice Creek Road, EXCEPT that part of the Northeast Quarter of the Southeast Quarter of Section 16, lying Northwesterly of the Bethel and Rice Creek Road, and lying Northeasterly of County Ditch No. Forty-one (41), being in Township 31, Range 23, Anoka County, Minnesota, according to the Government Survey thereof.

Have caused the same to be surveyed and platted as TPC FIRST ADDITION and do hereby donate and dedicate to the public for public use forever the avenues, drive, road, courts, parkway and easements for drainage and utility purposes only. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 12 and County Road No. 52, as designated on this plat.

In witness whereof said Sienna Corporation, a Minnesota corporation, has caused these presents to be signed by its proper officer this 4th day of June 1998 and in witness whereof said Tournament Players Club of the Twin Cities, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officers this 3rd day of June 1998.

SIENNA CORPORATION

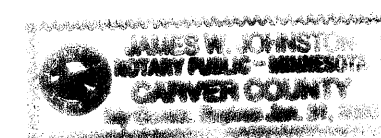
TOURNAMENT PLAYERS CLUB OF THE TWIN CITIES, LLC

B.G. Nimmer
B.G. Nimmer as President

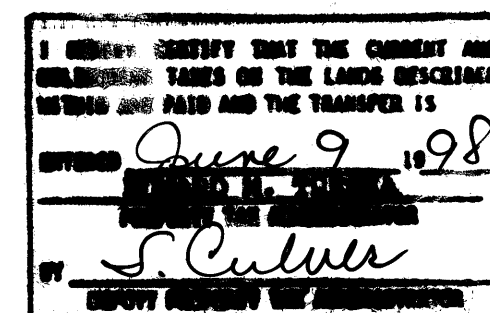
Keith W. Tomlinson
KEITH W. TOMLINSON as TREASURER
Robert H. Enebak
Robert H. Enebak Manager

STATE OF MINNESOTA
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 4th day of June 1998 by B.G. Nimmer as president of Sienna Corporation, a Minnesota Corporation, on behalf of the corporation.

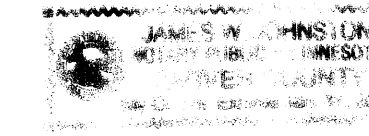


[Signature]
Notary Public, Carver County, Minnesota
My Commission Expires January 31, 2000



STATE OF MINNESOTA
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 3rd day of June, 1998 by Keith W. Tomlinson and Robert H. Enebak, the Treasurer and Manager respectively, of Tournament Players Club of the Twin Cities, LLC, a Minnesota limited liability company, on behalf of the limited liability company.



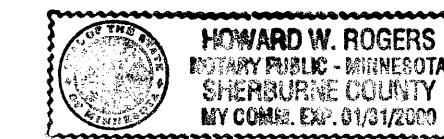
[Signature]
Notary Public, Carver County, Minnesota
My Commission Expires January 31, 2000

I hereby certify that I have surveyed and platted the property described on this plat as TPC FIRST ADDITION; that this plat is a correct representation of the survey; that all distances are correctly shown on the plat in feet and hundredth of a foot; that all monuments have been correctly placed in the ground as shown or will be placed as required by the local governmental unit; that the outside boundary lines are correctly designated on the plat; and that there are no wetlands, in accordance with section 505.02 Subdivision 1, or public highways to be designated other than as shown.

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

STATE OF MINNESOTA
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 2nd day of APRIL, 1998, by Terrence E. Rothenbacher, Land Surveyor, Minnesota License No. 20595.



[Signature]
Notary Public, Sherburne County, Minnesota
My Commission Expires January 31, 2000

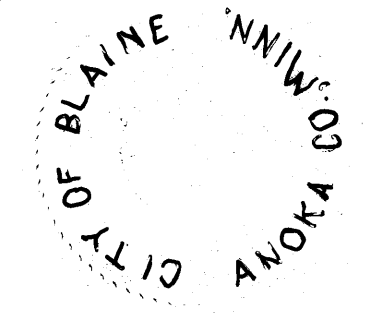
BLAINE, MINNESOTA

This plat of TPC FIRST ADDITION was approved and accepted by the City Council of the City of Blaine, Minnesota, at a regular meeting thereof held this 19th day of February, 1998. If applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendation, as provided by Minnesota Statutes Section 505.03, Section 2.

By: Sam Ferguson, Mayor By: Joyce Thurston, Clerk

Checked and approved this 9th day of JUNE, 1998.

By: Jerry D. [Signature]
Anoka County Surveyor



1347902
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 9th day of June, A.D., 1998 at 3 o'clock P.M., and was duly recorded in book 55 page 55

313719
Office of REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office on JUN - 9 1998 at 3 o'clock P.M.
Edward M. Treska, Registrar of Titles
By: [Signature]
Deputy Registrar of Titles

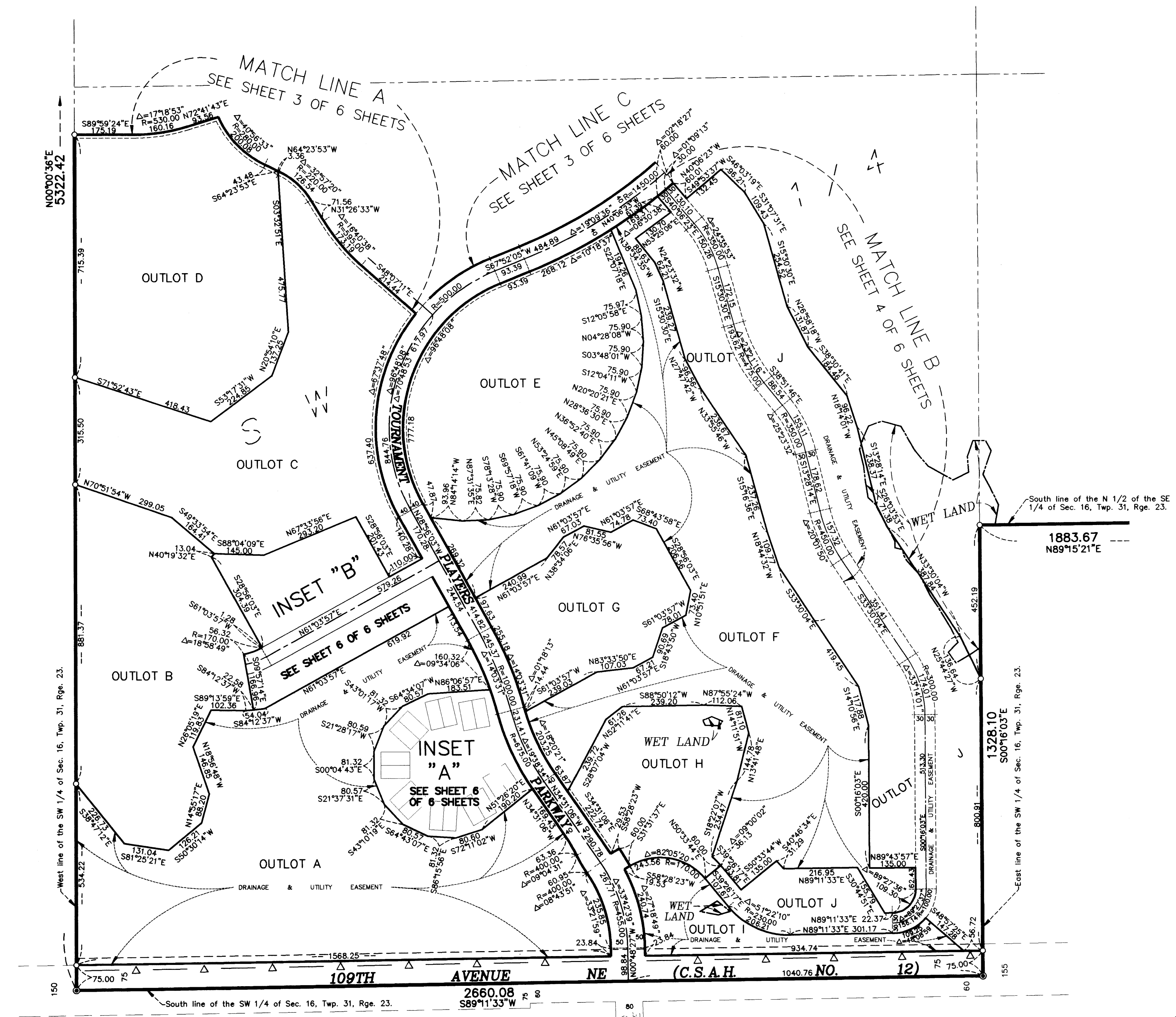
Edward M. Treska
County recorder
By: GKE



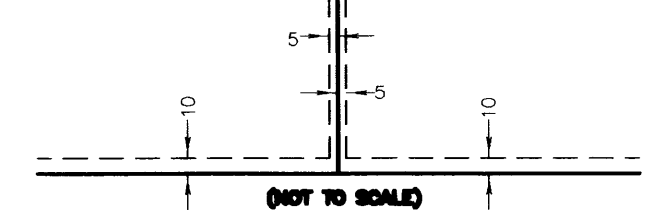
LAND SURVEYORS • CIVIL ENGINEERS
LAND PLANNERS • LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(612) 681-1914 FAX: 681-9488
625 Highway 10 N.E.
Blaine, MN 55434
(612) 783-1880 FAX: 783-1883

TPC FIRST ADDITION



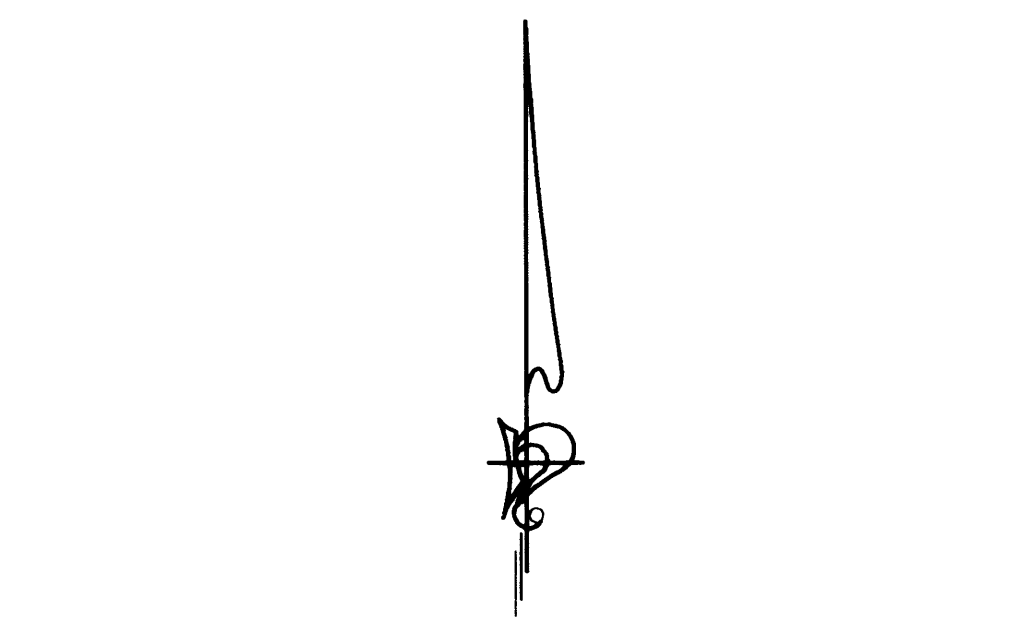
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



All monuments required by Minnesota Statute, and not shown on this plat, will be set within one year of the recording date of this plat, and shall be evidenced by a 1/2 inch by 14 inch iron pipe marked by RLS 20595.

- Δ — Denotes right of access dedicated to Anoka County
- Denotes cast iron monument.
- Denotes found iron monument.
- Denotes 1/2 inch by 14 inch iron monument set and marked by license no. 20595

For the purposes of this plat, the west line of Sec. 16, T. 31, R. 23 is assumed to have a bearing of N 00°00'36" E.



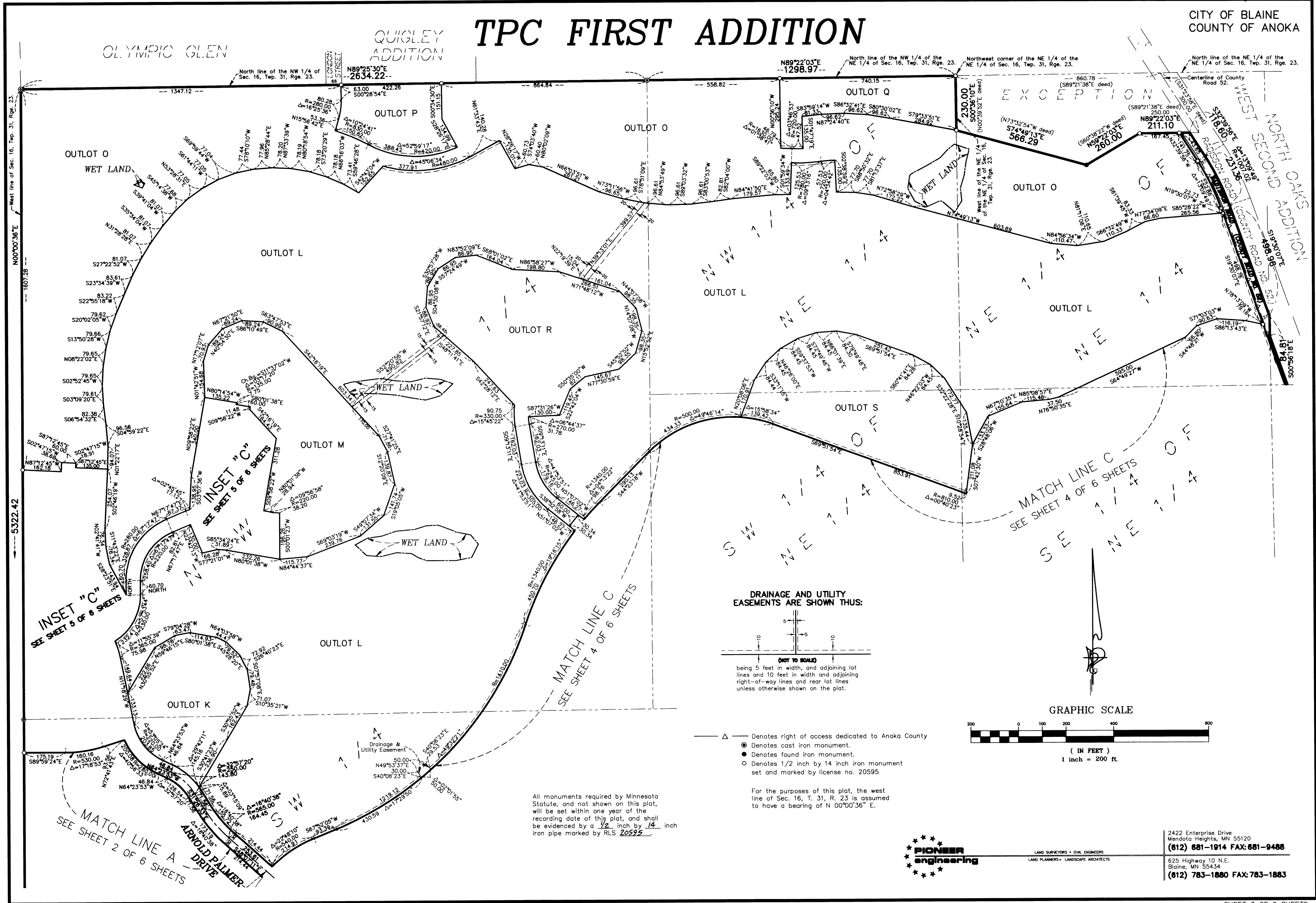
2422 Enterprise Drive
Mendota Heights, MN 55120
(612) 681-1914 FAX: 681-9488

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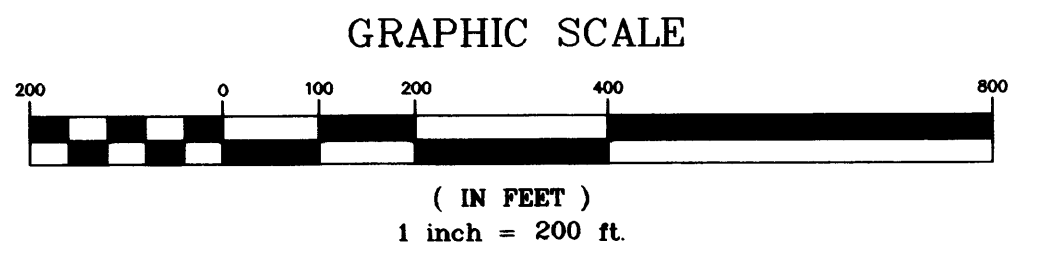
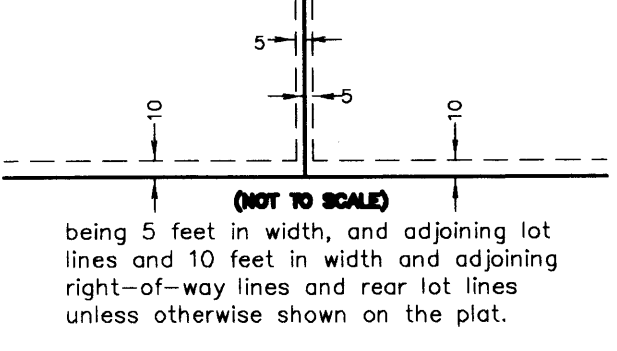
PIONEER engineering

625 Highway 10 N.E.
Blaine, MN 55434
(612) 783-1880 FAX: 783-1883

TPC FIRST ADDITION

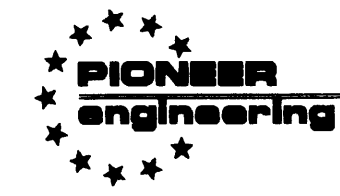


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



- △ Denotes right of access dedicated to Anoka County
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- Denotes 1/2 inch by 14 inch iron monument set and marked by license no. 20595

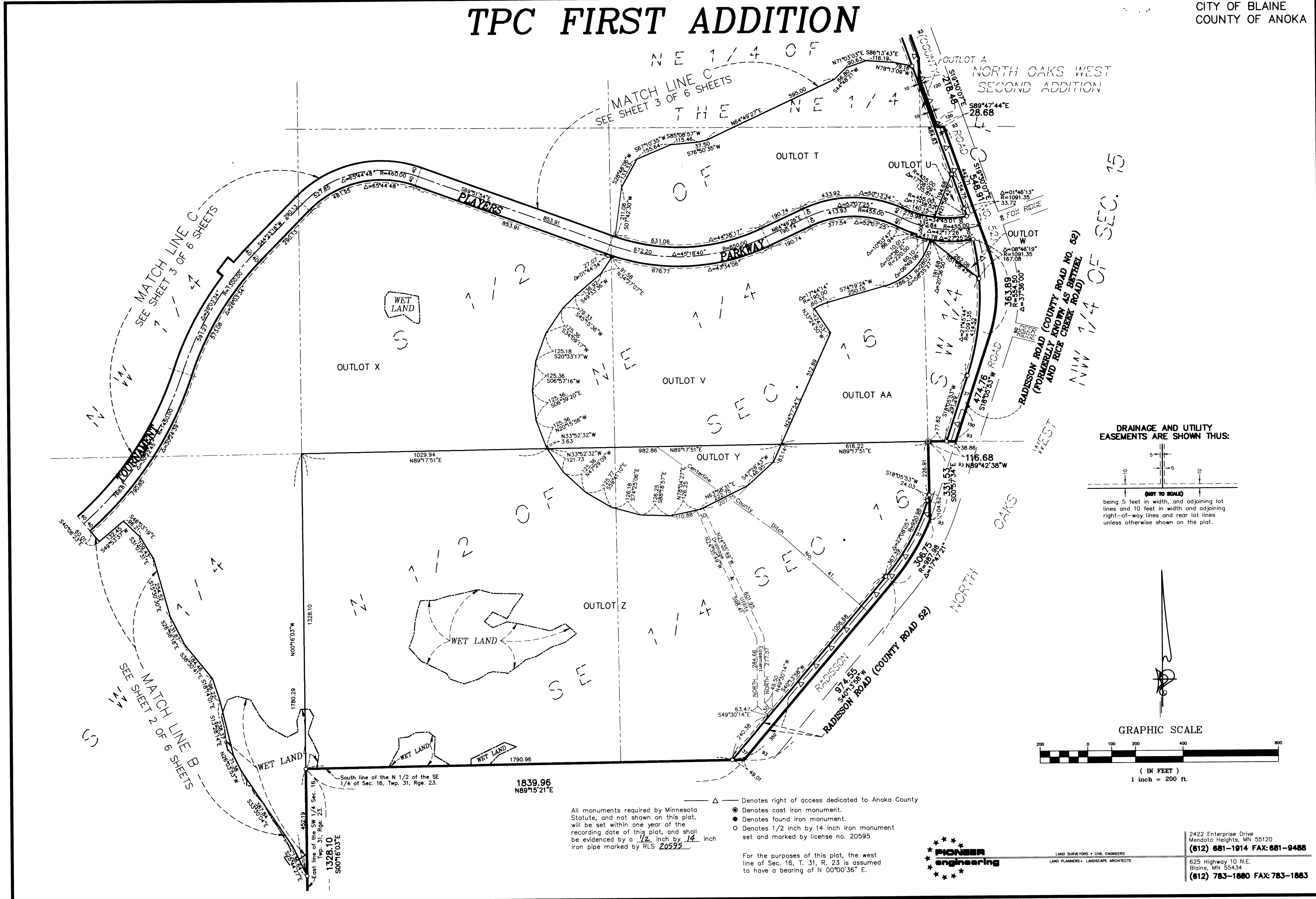
All monuments required by Minnesota Statute, and not shown on this plat, will be set within one year of the recording date of this plat, and shall be evidenced by a 1/2 inch by 14 inch iron pipe marked by RLS 20595.



LAND SURVEYORS • CIVIL ENGINEERS
LAND PLANNERS • LANDSCAPE ARCHITECTS

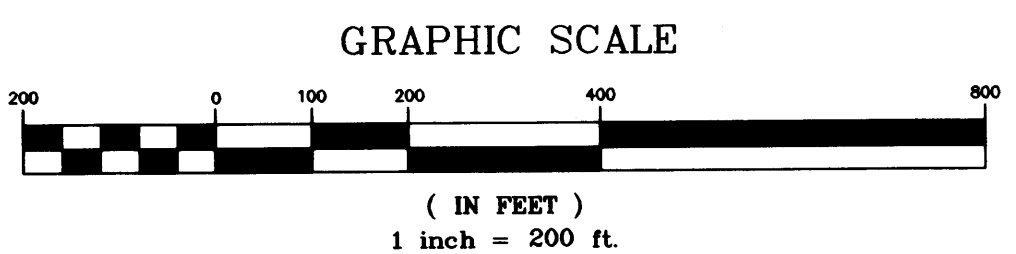
2422 Enterprise Drive
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625 Highway 10 N.E.
Blaine, MN 55434
(612) 783-1880 FAX: 783-1883

TPC FIRST ADDITION



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

(NOT TO SCALE)
being 5 feet in width, and adjoining lot lines and 10 feet in width and adjoining right-of-way lines and rear lot lines unless otherwise shown on the plat.



— Δ — Denotes right of access dedicated to Anoka County Statute, and not shown on this plat, will be set within one year of the recording date of this plat, and shall be evidenced by a 1/2 inch by 1/4 inch iron pipe marked by RLS 20592

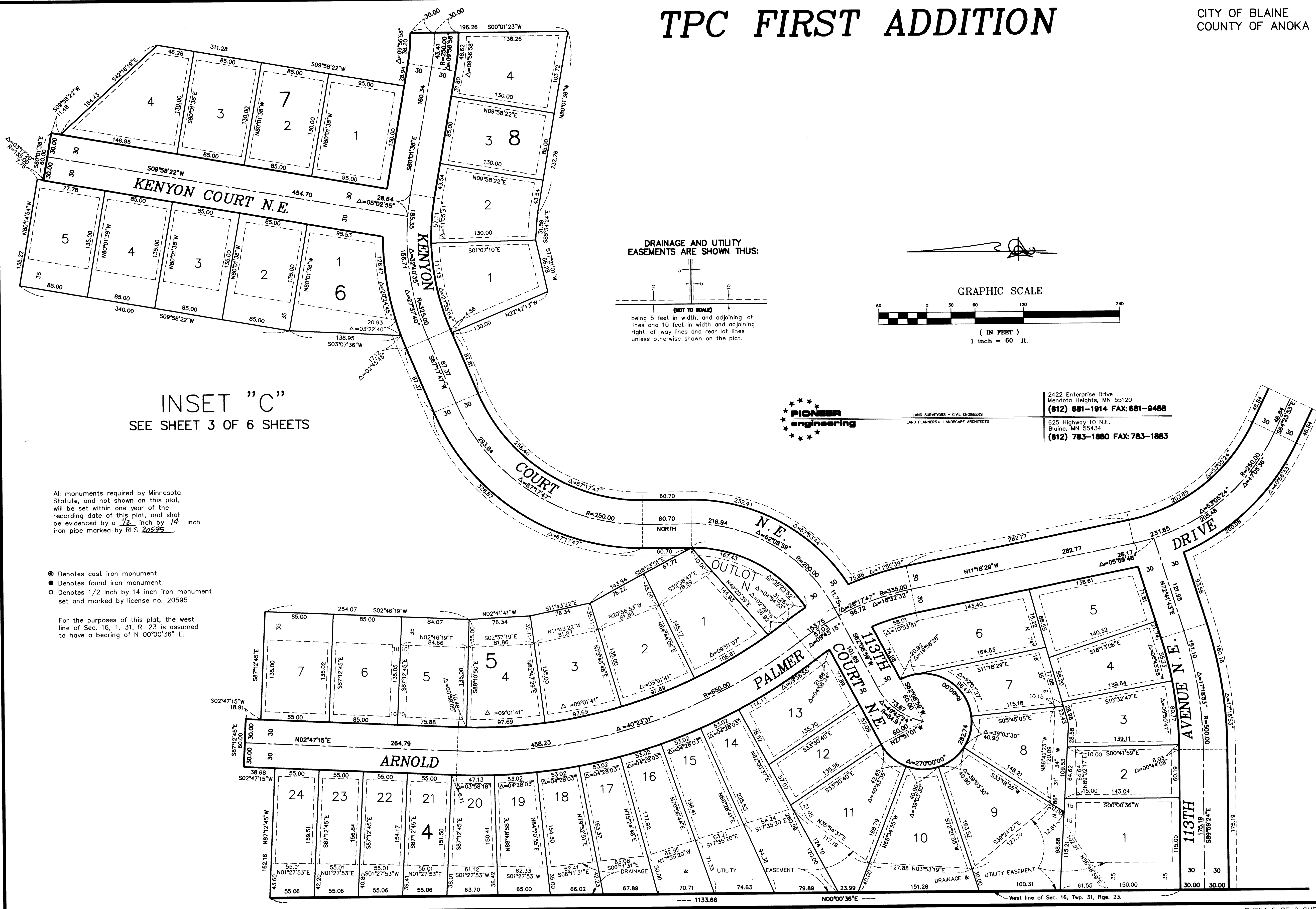
● Denotes cast iron monument.
● Denotes found iron monument.
○ Denotes 1/2 inch by 1/4 inch iron monument set and marked by license no. 20595

PIONEER engineering
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LAND PLANNERS • LANDSCAPE ARCHITECTS

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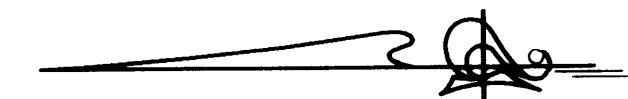
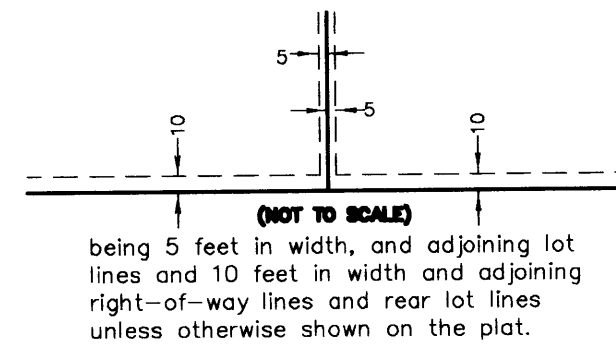
625 Highway 10 N.E.
Blaine, MN 55434
(612) 783-1880 FAX: 783-1883

TPC FIRST ADDITION

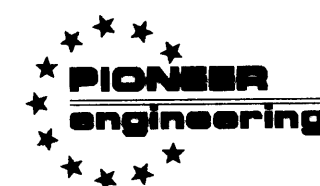
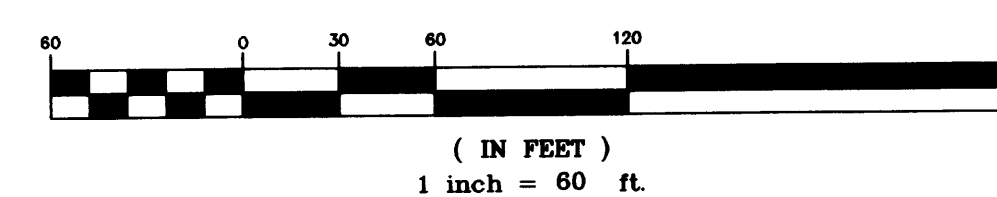


INSET "C"
SEE SHEET 3 OF 6 SHEETS

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



GRAPHIC SCALE



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- Denotes cast iron monument.
- Denotes found iron monument.
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For the purposes of this plat, the west line of Sec. 16, T. 31, R. 23 is assumed to have a bearing of N 00°00'36" E.

--- 1133.66 N00°00'36"E ---

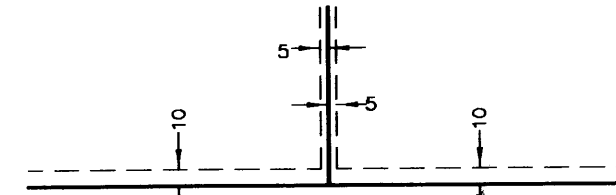
West line of Sec. 16, Twp. 31, Rge. 23.

TPC FIRST ADDITION

INSET "B"
SEE SHEET 2 OF 6 SHEETS



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THIS:



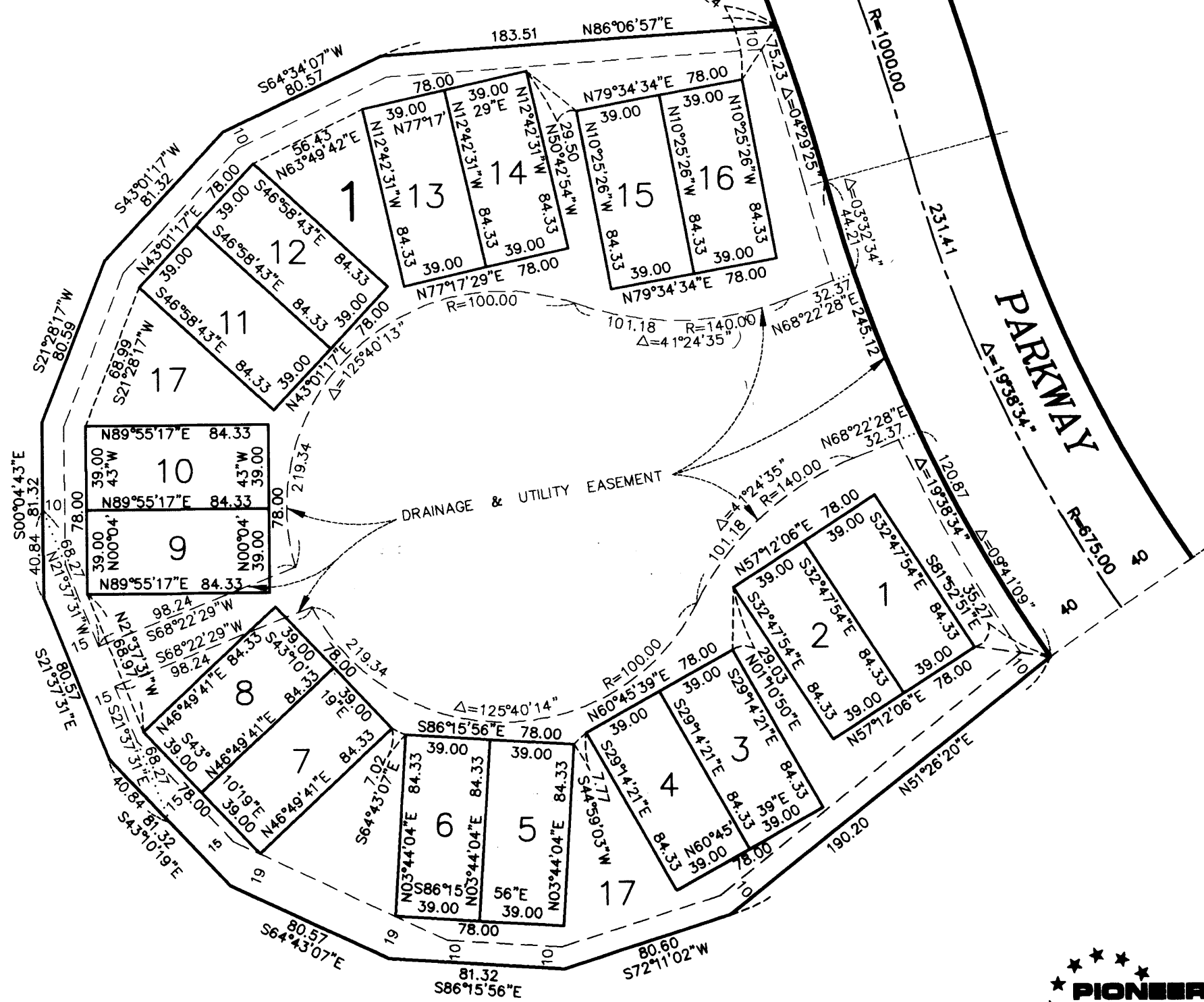
being 5 feet in width, and adjoining lot lines and 10 feet in width and adjoining right-of-way lines and rear lot lines unless otherwise shown on the plat.

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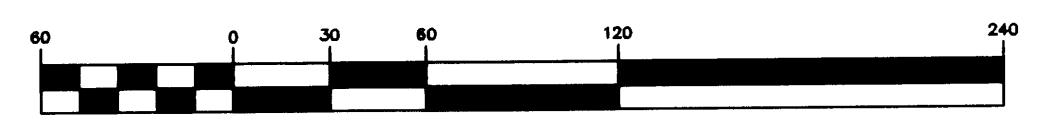
- Denotes cast iron monument.
- Denotes found iron monument.
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INSET "A"
SEE SHEET 2 OF 6 SHEETS



GRAPHIC SCALE



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1347902

ALL PLATS ARE MAINTAINED ON A SEPARATE MICROFICHE IN A SEPARATE SECTION RESERVED FOR PLATS. FULL SIZE COPIES OF PLATS ARE STILL AVAILABLE FOR VIEWING.

MUNICIPALITY: Blaine CERTIFIED BY: A ON 6.9.98

MAP # 2033 PLAT BOOK: 55 OF ABST. PAGE 55

DOC. DATE: 6/4/98 NO. OF PAGES: 6 TRACT BOOK: 12 PAGE 190

PLAT SHORT NAME: TPC First Add.

LONG NAME: TPC First Addition

313719

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
A	16-31-23-32-0001	125493	N	Sienna Corporation	(fee)
A	16-31-23-12-0001	125420	N	Tournament Players	(cp)
A	16-31-23-11-0001	955504	N	Club of the Twin	
A	15-31-23-22-0007	1177577	N	Cities, LLC	
A	16-31-23-13-0001	125439	N		
A	15-31-23-23-0002	125251	N		

FILED BY: Nancy Swanson PHONE: 903-1413

TAXPAYER NAME: Sienna Corp.

ADDRESS: 4940 Viking Dr. #608

CITY: Odena STATE: Tn ZIP: 55449

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK
1-17	1	1-7	5	A-Z	O/L
1-4	2	1-5	6	AA	O/L
1-3	3	1-4	7		
1-24	4	1-4	8		

DELT & CURRENT TAXES ARE PAID: INITIALS: EC DATE: 6-9-98

DIV. NO.: _____
DIV. FEE: \$2890

THIS DOCUMENT NUMBER REPRESENTS A PLAT

ALL PLATS ARE MAINTAINED ON A SEPARATE MICROFICHE IN A SEPARATE SECTION RESERVED FOR PLATS. FULL SIZE COPIES OF PLATS ARE STILL AVAILABLE FOR VIEWING.

MUNICIPALITY: _____ CERTIFIED BY: _____ ON _____

MAP # _____ PLAT BOOK: _____ OF _____ PAGE _____

DOC. DATE: _____ NO. OF PAGES: _____ TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: TPC First Add.

LONG NAME: _____

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
T	16-31-23-41-0001	125536	N		
T	16-31-23-42-0001	125527	N		
A	16-31-23-21-0001	125448	N		
A	16-31-23-22-0001	125457	N		
A	16-31-23-23-0001	125466	N		
A	16-31-23-24-0001	125475	N		

FILED BY: _____ PHONE: _____

TAXPAYER NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK

DELT & CURRENT TAXES ARE PAID:	INITIALS: <u>EC</u>	DATE: <u>6-9-98</u>	DIV. NO.: _____
			DIV. FEE: \$ _____

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MUNICIPALITY: _____ CERTIFIED BY: _____ ON _____

MAP # _____ PLAT BOOK: _____ OF _____ PAGE _____

DOC. DATE: _____ NO. OF PAGES: _____ TRACT BOOK: _____ PAGE _____

PLAT SHORT NAME: TPC First Add.

LONG NAME: _____

A/T	PARENT PINS	KEY	RES?	GRANTORS (Fees, C/Ps, Mortgagees)	Marital Status
A	16-31-23-31-0001	125484	N		
A	16-31-23-33-0001	125509	N		
A	16-31-23-34-0001	125518	N		

FILED BY: _____ PHONE: _____

TAXPAYER NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NEW PARCELS

LOT	BLOCK	LOT	BLOCK	LOT	BLOCK

DELO & CURRENT TAXES ARE PAID: INITIALS: EC DATE: 6-9-98

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

TORRENS

Receipt # <u>50597/59.50</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>JUN 9 1998</u> / <u>15:00</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>2</u> of <u>3</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Recordability: <u>SR</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>59.50</u>	<input checked="" type="checkbox"/> Division <input type="checkbox"/> GAC
Well Certificate Received this Date: _____	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Refund Rec't # _____	<input type="checkbox"/> Other <input type="checkbox"/> No Change
From _____ # of _____	Notes: _____
Cert. # <u>84475A</u> # of _____	Comp. _____
Tract _____	Entry _____
Updated: _____ / _____	Comp. _____
Typed _____	Complete _____

BK 266 PG 84475 NO 84475

DOCUMENT NO. 313719.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON JUN 09 98
AT 3:00 PM AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF \$59.50 PAID.

RECEIPT NO. 98050597

EDWARD M. TRESKA

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

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

ABSTRACT

Receipt # <u>50596/2962.50</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>6-9-98</u> / <u>15:00</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>5</u> of <u>6</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Pins: <u>SC</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Recordability / Delqs: <u>fc</u>	<input checked="" type="checkbox"/> Division <input type="checkbox"/> GAC
Filing Fees: <u>2962.50</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Well Certificate Received this Date: _____ Anoka County Recorder	<input type="checkbox"/> Other <input type="checkbox"/> No Change
Notes: _____	

DOCUMENT NO. 1347902.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON JUN 09 98
AT 3:00 PM AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF \$2962.50 PAID.

RECEIPT NO. 98050596

EDWARD M. TRESKA

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

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

95 lots @ .50¢ = 47.50 + 25.00 = \$72.50

UNIVERSAL TITLE COMPANY TORRENS
777 WASHINGTON AVE S
EDINA MN 55439

FILE IN TORRENS

COMMON INTEREST COMMUNITY NUMBER 52
 A PLANNED COMMUNITY
 TRADITIONS AT DEACON'S WALK
 DECLARATION

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COMMON INTEREST COMMUNITY NUMBER 52
A PLANNED COMMUNITY
TRADITIONS AT DEACON'S WALK
DECLARATION

Centex Homes, a Nevada general partnership ("Declarant") is executing this Declaration to submit certain real property, which Declarant owns in fee simple and which is legally described herein, and the buildings and improvements constructed thereon to the provisions of the Minnesota Common Interest Ownership Act.

1. Definitions. All terms and phrases used in this Declaration or in the other Project Documents have the meanings set forth in the Act unless otherwise defined in the Project Documents.

1.1 "Act" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as the same may be amended from time to time, and any successor statutes.

1.2 "Additional Real Estate" means the real estate that Declarant may add to the CIC pursuant to Section 9. The Additional Real Estate is legally described as Lots 1 through 12, 15 and 16, Block 1; Lots 1 through 4, Block 2; Lots 1 through 3, Block 3; and Outlots B, D and K, TPC FIRST ADDITION, Anoka County, Minnesota, CIC Number 49.

1.3 "Affiliate of Declarant" means any Person who controls, is controlled by, or is under common control with a Declarant. A Person "controls" a Declarant if the Person (i) is a general partner, officer, director, or employer of the Declarant; (ii) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in a Declarant; (iii) controls in any manner the election of a majority of the directors of a Declarant; or (iv) has contributed more than 20 percent of the capital of the Declarant. A Person "is controlled by" a Declarant if the Declarant (i) is a general partner, officer, director, or employer of the Person; (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in the Person; (iii) controls in any manner the election of a majority of the directors of the Person; or (iv) has contributed more than 20 percent of the capital of the person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

1.4 "Association" means Traditions at Deacon's Walk Association, a Minnesota nonprofit corporation organized and

existing under the authority of Minnesota Statutes Chapter 317A.

1.5 "Board" means the Association's board of directors.

1.6 "Common Elements" are defined in Section 5.

1.7 "Common Expenses" means any and all expenditures made and liabilities incurred by or on behalf of the Association together with the amounts necessary to fund scheduled deposits in reserve accounts established to provide funds to pay for the repair and replacement of Common Elements, including Limited Elements, and the repair and replacement of the portions of the Units the Association is obligated to repair and replace.

1.8 "CIC" means Traditions at Deacon's Walk, Common Interest Community Number 52, Anoka County, Minnesota including any Additional Real Estate subsequently added to the CIC.

1.9 "CIC Plat" means the portion of the plat of TPC FIRST ADDITION, Anoka County, Minnesota that creates and depicts Lots 13, 14 and 17 of Block 1. If Declarant adds Additional Real Estate to the CIC the term CIC Plat shall also mean the subdivision plat or the portion of the subdivision plat that creates and depicts the lots Declarant adds to the CIC.

1.10 "Declarant" means Centex Homes, a Nevada general partnership; any person who executes an amendment to the Declaration adding Additional Real Estate to the CIC, other than persons holding interest in the real estate solely as security for an obligation; or any person who succeeds under the provisions of the Act to any Special Declarant Rights.

1.11 "Declaration" means this document and all amendments hereto.

1.12 "Dwelling" means all or a part of a building consisting of one or more floors, designed and intended for occupancy as a single family residence and located within the boundaries of Unit. A Dwelling includes a garage included within the Unit in which the Dwelling is located.

1.13 "Fractional Allocation" means the fraction assigned to each Unit in Section 7 of this Declaration which is used to express: the share of the Association's Common Expenses the Board may assess against the Unit and for which the Unit's Owners are personally liable and the fraction of the total membership votes in the Association assigned to the Unit.

1.14 "HUD" means the Department of Housing and Urban Development.

1.15 "Limited Common Elements" means any part of the Common Elements the Declaration or the Act allocate for the exclusive use of one or more but fewer than all Units.

1.16 "Master Association" means Deacon's Walk Home Owners Association, Inc., a Minnesota non-profit corporation, Sienna Corporation formed to manage Deacon's Walk, Common Interest Community Number 49, Anoka County, Minnesota. Deacon's Walk is a master common interest community formed pursuant to Minnesota Statutes, Chapter 515B and in particular Section 559B.2-121. All members of the association are also members of the Master Association.

1.17 "Master Common Interest Community" means Deacon's Walk, Common Interest Community Number 49, Anoka County, Minnesota. The Master Common Interest Community includes all of the property subject to this Declaration together with other property and is subject to the terms and conditions of the Master Declaration.

1.18 "Master Declaration" means the Amended and Restated Mater Declaration for Deacon's Walk, Common Interest Community Number 49, Anoka County, Minnesota dated December 8, 1998. All of the Units and Common Elements in this CIC, all of the Additional Real Estate and some of the other property included within the plat of TPC FIRST ADDITION, Anoka County, Minnesota is subject to the Master Declaration. The Master Declaration creates Master Common Elements and gives the Master Association the authority to levy assessments against units in the Master Common Interest Community to pay the costs of maintaining the Master Common Elements. Each Unit in this CIC is also be a unit in the Master Common Interest Community and is subject to assessments the Master Association may levy pursuant to the terms of the Master Declaration. The Master Declaration also establishes various covenants, restrictions and easements which are binding upon each unit in the Master Common Interest Community including, but not limited to, the Units in this CIC.

1.19 "Master Project Documents" means the Master Declaration; the articles of incorporation and bylaws of the Master Association; the Master Association Rules; and any amendments to those documents.

1.20 "Master Association Rules" means rules the Master Association adopts pursuant to authority set forth in the Master Project Documents.

1.21 "Member" means the Person or Persons with membership rights in the Association. If a Person is the sole owner of a Unit, the Person is a Member of the Association. If more than one Person owns a Unit, all Persons who own the Unit are

considered to be, collectively, a single Member of the Association.

1.22 "Owner" means any Person, including a Declarant and contract for deed vendees, who owns a Unit, but does not include a Secured Party.

1.23 "Party Wall" means a shared wall between two Dwellings.

1.24 "Person" means an individual, corporation, limited liability Company, partnership, trustee under a trust, personal representative, guardian, conservator, government, governmental subdivision or agency, or other legal or commercial entity capable of holding title to real estate.

1.25 "Project Documents" means this Declaration, the Association's Articles of Incorporation and Bylaws and the rules and regulations of the Association, if any;

1.26 "Purchaser" means a person, other than a Declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than a leasehold interest of less than 20 years, including renewal options, or a security interest.

1.27 "Secured Party" means a Person owning a perfected interest in a portion of the CIC, created by contract or conveyance, which secures payment or performance of an obligation. The term includes, but is not limited to, a mortgagee and a contract for deed vendor.

1.28 "Special Declarant Rights" the rights reserved to Declarants in Section 8 of the Declaration.

1.29 "Unit" means a platted lot depicted on the CIC Plat that is subject to this Declaration, except for platted lots that are defined as Common Elements, and all improvements constructed on such lots except for improvements that constitute Common Elements pursuant to Section 5.

1.30 "VA" means the United States Department of Veterans Affairs.

2. Description of the Common Interest Community. The CIC is located Anoka County, Minnesota, on the real estate legally described as Lots 13, 14 and 17, Block 1, TPC FIRST ADDITION, Anoka County, Minnesota, CIC Number 49. The CIC is subject to the Master Project Documents. Owner's of Units are members of the Association and the Master Association. There are 2 Units in the CIC. All Units are restricted to residential use. Declarant has reserved the right to add additional Units to the CIC as set forth in Section 9.

3. Description of the Association. Declarant has incorporated a Minnesota non-profit corporation under Minnesota Statutes Chapter 317A to administer the CIC. The corporation's name is Traditions at Deacon's Walk Association. The duties and powers of the Association and the board are as set forth in the Act, Minnesota Statutes Chapter 317A, the Association's Articles of Incorporation and Bylaws and this Declaration.

4. Description of the Units. The front, rear and side boundaries of each Unit are the lot lines depicted for the lot that constitutes the Unit on the CIC Plat. The Units have no upper or lower boundaries except as established pursuant to common law. Subject to Sections 5 and 6, all spaces, exterior walls, roofs, interior walls or other partitions and any other fixtures and improvements within the boundaries of a Unit are part of the Unit. Each Unit's unit identifier is the lot number and block number assigned to the Unit in the CIC Plat and the subdivision name of the CIC Plat.

5. Description of the Common Elements. The Common Elements include the real property legally described as Lot 17, Block 1, TPC FIRST ADDITION, Anoka County, Minnesota, CIC Number 49; all improvements and fixtures located on the real property legally described in the preceding sentence; any portion of any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lying partially within and partially outside of the designated boundaries of a Unit that serves more than one Unit or serves any portion of the Common Elements; and all personal property the Association owns. In addition, all Limited Common Elements are Common Elements.

6. Description of the Limited Common Elements. Any improvements such as shutters, awnings, window boxes, doorsteps, stoops, balconies, decks, patios, perimeter doors and windows, constructed as a part of the original construction serving a single Unit, and authorized replacements and modifications thereof, that are located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. Any portion of a chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or other fixture that lies partially within and partially outside the designated boundaries of a Unit that serves only that Unit is a Limited Common Element allocated solely to that Unit.

7. Allocated Interests. Each Unit is hereby assigned a Fractional Allocation that determines the liability for Common Expenses assigned to each Unit and the fraction of the total membership votes in the Association assigned to each Unit. **Fractional Allocations are equal for all Units.** The Fractional Allocation assigned to each Unit is a fraction the numerator of which is one and the denominator of which is the total number of Units in the CIC. Declarant has reserved the right to create additional Units on the Additional Real Estate as set forth in Section 9. If Declarant executes and records one or more amendments to this Declaration adding Additional Real Estate to the

CIC, each Unit's Fractional Allocation is automatically recalculated upon the recording of each amendment. The new Fractional Allocation assigned to each Unit after the recording of an amendment is a fraction, the numerator of which is one and the denominator of which is the total number of Units in the CIC after the execution and recording of the amendment. The reallocation of the Fractional Allocation of the Units does not alter or affect the amount of any liens for unpaid installments of annual or special assessments levied before the reallocation or an Owner's obligation to pay future installments of special assessments levied before the recording of the amendment.

8. Special Declarant Rights. Except for the Special Declarant Rights described in this Section 8, Declarant's rights and obligations with respect to any Units Declarant owns are the same as any other Unit Owner. Declarant reserves, for the benefit of any Declarant, the right to:

8.1 Add Additional Real Estate to the CIC pursuant to Section 9 below;

8.2 Construct improvements on Additional Real Estate Declarant adds to the CIC;

8.3 Maintain sales offices, management offices, signs advertising the CIC and models pursuant to Section 10 below;

8.4 Appoint or remove and appoint replacements for the Association's directors and officers pursuant to Section 11; and

8.5 Use easements through the Common Elements for the purpose of making improvements within the CIC or on any Additional Real Estate pursuant to Section 16.2.

9. Additional Real Estate.

9.1 Declarant reserves the right to record one or more amendments to this Declaration adding all or any part of the Additional Real Estate to the CIC. The right to add Additional Real Estate will expire on the date which is seven years after the date Declarant records this Declaration. If, prior to the expiration of the seven year period, Declarant determines that it will not add all or any portion of the Additional Real Estate to the CIC, Declarant may record a statement to that effect in the appropriate County land records, and upon the recording of the statement Declarant's right to add the Additional Real Estate described in the statement to the CIC terminates.

9.2 Declarant may add portions of the Additional Real Estate at different times. Declarant makes no assurances regarding the configuration or boundaries of the portions of the Additional Real Estate Declarant may add to the CIC. Declarant makes no assurances as to the order in which

Declarant will add portions of Additional Real Estate to the CIC. Declarant makes no assurances that Declarant will add any of the Additional Real Estate to the CIC.

9.3 Declarant may create a maximum of 224 Units on the Additional Real Estate. All Units created on the Additional Real Estate are restricted to residential use.

9.4 Any and all buildings and Units on the Additional Real Estate, when and if added, will be substantially complete before the Additional Real Estate is added to the CIC. Declarant presently intends to construct three different styles of Units on the Additional Real Estate: twinhomes, townhomes and coachhomes. The twinhomes are single level structures sharing a single common wall and having an attached double garage. Townhomes are either a two story or split entry style, each with a double attached garage. Townhomes may have one or two common walls. Coachhomes are two story structures which each have a double attached garage. Coachhomes may have two or three common walls. Declarant presently intends that all of the Units constructed on the Real Estate will be compatible with the Units created in this Declaration in terms of quality of construction and principle materials employed in construction. There will be differences in size among and between Units. Declarant presently intends to construct twinhomes ranging in size from 1485 square feet to 1750 square feet; townhomes ranging in size from 1490 square feet to 2040 square feet and coachhomes ranging in size from 1480 square feet to 1580 square feet. The statements set forth in this Section 9.4 express the Declarants present intentions. In recognition of ongoing developments in the field of housing construction and energy supply, and changes in consumer demand for housing, Declarant makes no assurance with regard to the architectural style, the principal materials which may be employed in the construction or the size of the Units or buildings, if any, erected upon the Additional Real Estate when and if the Additional Real Estate is added to the CIC.

9.5 All restrictions contained in this Declaration which affect the use, occupancy or alienation of Units will apply to all Units created on any Additional Real Estate which Declarant adds to the CIC. An amendment which adds Additional Real Estate to the CIC may contain additional restrictions as may be necessary to reflect the different character of the Additional Real Estate which is the subject of the amendment. Any additional restrictions contained in an amendment to this Declaration affect only the Additional Real Estate described in the amendment.

9.6 Before recording an amendment adding Additional Real Estate to the CIC, Declarant must serve notice of its intention to add Additional Real Estate as provided for in the Act and must obtain any written approvals HUD or the VA require. If Declarant complies with the Act and the Declaration, Declarant may add the Additional Real Estate

without the approval or consent of the Association or any Owner. Any assurances set forth in this Declaration regarding Additional Real Estate do not apply to the Additional Real Estate if Declarant does not add the Additional Real Estate to the CIC. If an Amendment adding Additional Real Estate to the CIC creates additional Units, the Fractional Allocation assigned to each Unit is reallocated pursuant Section 7.

10. Model Units and Sales and Management Offices. Declarant hereby reserves the right to maintain sales offices, management offices and model units in Units, on Common Elements or on the Additional Real Estate. Declarant will initially use dwellings constructed on Lots 15 and 16, Block 1, TPC FIRST ADDITION, CIC Number 49, which is part of the Additional Real Estate, as sales offices and model units. Declarant reserves the right to increase or decrease the number of sales offices or model units; to locate other sales offices or model units, on Units, Common Elements or other Additional Real Estate or to use a Unit or a dwelling constructed on the Additional Real Estate as a management office. Declarant further reserves the right to maintain signs on the Common Elements and in or on models advertising the CIC, including the advertisement and promotion of the sales of Units. Notwithstanding anything to the contrary in this Declaration, so long as Declarant owns at least one Unit in the CIC for sale, the Association shall take no action which adversely affects Declarant's ability to sell the Unit or Units without prior written consent of Declarant.

11. Declarant Control of the Association. Declarant designated the Association's initial Board in the Articles of Incorporation. The Board has three members. The Declarant, or Persons whom the Declarant designates, has the exclusive right to appoint the three current members of the Board and to remove one or more of the three directors, at will, and appoint their successors, until the earlier of:

11.1 Five years from the date of the filing of the Declaration;

11.2 Declarant's voluntary surrender of Declarant's right to appoint the three directors: or

11.3 The date sixty days from the date Declarant has conveyed 75% of the Units to Purchasers.

So long as Declarant has the right to appoint and remove directors, the Declarant may also appoint and remove the Association's officers. Within 60 days of the date a Declarant has conveyed 50% of the Units to Purchasers, the Board must call and hold an annual or special meeting of the Members. At that meeting, the Members must elect two additional directors. From and after that election, the Board consists of five directors. Within sixty days after the date a Declarant has conveyed 75% of the Units to Purchasers, the Board must call and hold an annual or special meeting of the Members. At that meeting, the terms of all five directors expire,

and the Members must elect two individuals who will each serve a three year term as a director, two individuals who will each serve a two year term as a director and one individual who will serve a one year term as a director. Thereafter, all directors are elected for three year terms. Directors take office upon election and hold office until they resign, the Members remove them pursuant to the Bylaws or their terms expire and the Members elect successor directors. To calculate the percentage of Units a Declarant has sold to Purchasers, the number of Units the Declarant has sold to Purchasers is divided by the total number of Units which the Declarant has built or has reserved the right to build and add to the CIC: 58 Units.

12. Restrictions on of the Use, Occupancy or Alienation of Units and Common Elements. The Units and the Common Elements are subject to the following restrictions:

12.1 The Units may be occupied and used only for residential purposes. Only Owners, their families, guests and tenants may occupy and use Units. Units may not be used in a manner that violates Federal law, State law or local ordinances.

12.2 Owners may not lease their Units for any period less than 30 days. Other than the foregoing restriction, Owners have the absolute right to lease their Units; provided the Owner and the tenant have a written lease agreement; the lease agreement obligates the tenant to observe each of the restrictions and perform each of the covenants the Project Documents impose upon an Owner; the lease agreement expressly states the Association is an intended third party beneficiary of tenant's obligation to observe the terms of the Project Documents; and the Owner delivers a copy of the lease to the Association before commencement of the lease term.

12.3 There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the Board's prior, written consent. No Owner or other Person may keep or store any trailers or major recreational equipment, including, but not limited to, camper trailers, pick-up campers, motorized self propelled motor homes, boats, boat trailers, snowmobiles or snowmobile trailers on any portion of the Units or the Common Elements. Owners and Owner's tenants may not store anything in the garage portion of a Unit that prevents use of the garage portion of the Unit for storage of the Owner's or tenant's personal automobile.

12.4 The occupation and use of Units and the Common Elements is subject to rules and regulations the Board establishes pursuant to Article III of the Bylaws. If during the period of Declarant control, Units are subject to mortgages HUD insures or guaranties, the Board must acquire any necessary approvals from the VA and HUD before enforcing any rules and regulations.

12.5 Nothing may be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the CIC without the Board's prior written consent. No Owner may permit anything to be done or kept in his or her Unit or in or on the Common Elements that will result in the cancellation of insurance on the buildings or contents thereof.

12.6 Owners must not cause or permit anything to be placed on the outside walls of the Dwellings and no sign, awning, canopy, shutter, window boxes, decks, patios, balconies, porches or radio or television antenna may be affixed to or placed upon any exterior walls or roof or any part thereof, or on the Common Elements without the Board's prior written consent. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Units or the Common Elements.

12.7 No animals (including, but not limited to, dogs, cats, reptiles, rabbits, livestock, fowl or poultry of any kind) shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon 3 days written notice from the Board.

12.8 No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be a nuisance to the other Owners or occupants. No Owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the Board's prior written consent.

12.9 Except as otherwise provided herein, no industry, business, trade, occupation or profession of any kind, commercial, educational, religious, or otherwise, shall be conducted, maintained or permitted in any Unit or on the Common Elements. Nothing herein contained shall be construed in such a manner as to prohibit an Owner from:

12.9-1 maintaining his or her professional library therein;

12.9-2 keeping his or her personal business or professional records or accounts therein; or

12.9-3 handling his or her personal business or professional telephone calls or correspondence therefrom.

12.10 "For Sale" or "For Rent" signs, advertising signs or other displays may not be maintained on any part of the Units or the Common Elements except with the consent of the Board or pursuant to rules and regulations the Board adopts; provided however, that nothing contained herein limits Declarant's rights as provided in Section 10.

12.11 Nothing shall be constructed on or removed from the Common Elements and the Common Elements may not be altered or disturbed without the prior written consent of the Board.

12.12 Pursuant to Section 15.1, the Association is responsible for maintaining, repairing and replacing the roofs and exterior portions of the Dwellings including doors, storm doors, windows and screens. No person may paint, resurface, remodel or otherwise change the exterior appearance of a Dwelling; make any improvements or modifications affecting the exterior of a Dwelling; or construct or install any improvements or fixtures on portions of a Unit not occupied by the Dwelling without the prior written consent of the Board. The Board may grant or withhold consent in its sole discretion. The Board may adopt rules and regulations expressly permitting Owners to take specified actions that would, in the absence of the rule or regulation, violate this restriction.

12.13 The Units shall not be subject to Time Shares, as that term is defined in the Act.

12.14 The Units are subject to the covenants and restrictions as set forth in the Master Project Documents.

13. Subdivision or Conversion of Units. Owners, including Declarant, may not subdivide Units or convert Units to Common Elements as contemplated in Section 515B.2-112 of the Act.

14. Assessments and the Association's Lien for Unpaid Assessments.

14.1 The Board must levy annual assessments for Common Expenses against each Unit and may levy special assessments for Common Expenses against each Unit pursuant to the procedures stated in Article V of the Bylaws. Owners may not withhold payment of annual or special assessments or reduce the amount of the Owner's payments as a set-off against claims which the Owner asserts against the Association or the Master Association. If an Owner fails to pay any installment of an annual or special assessment, in full, within 10 days of the date due, the payment becomes delinquent and begins to accrue interest without any notice to the Owner and without any action by the Board. Interest accrues as of the date the payment was due at the judgment rate of interest as determined

by Minnesota Statutes Section 549.09. In addition, if assessment payments are not made when due, the Board has the right to charge a late fee, in an amount the Board establishes, by resolution, from time to time. If any installment of an assessment becomes more than sixty (60) days past due, the Association may, upon ten (10) days' written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full. In any foreclosure of a lien or a suit to recover a money judgment for unpaid Common Expenses, the amount due and owing includes the amount of all unpaid annual or special assessments, interest and late charges as described above and all costs of collection, including actual attorneys' fees.

14.2 Each Owner is personally liable for all assessments levied against the Owner's Unit. If more than one individual or entity owns a Unit, all Owners of the Unit are jointly and severally liable for annual and special assessments levied against the Owners' Unit. In addition, each Owner is liable for any and all assessments the Master Association levies against the Owner or the Owner's Unit pursuant to the terms of the Master Project Documents.

14.3 The Association has a lien on a Unit for the amount of any assessment the Association levies against the Unit. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment of the assessment becomes due. The Association's lien has priority over all other liens except:

14.3-1 liens and encumbrances recorded before the recordation of this Declaration, if any;

14.3-2 the lien of a recorded, first mortgage on the Unit; and

14.3-3 liens for real estate taxes and other governmental assessments levied against the Unit.

If a first mortgage on a Unit is foreclosed and no Owner or junior lienholder redeems the Unit from foreclosure during the period of redemption provided for in Minn. Stat. Chs. 580, 581 or 582, the holder of the Sheriff's Certificate of Sale from the foreclosure of the first mortgage takes to the Unit subject to unpaid assessments for Common Expenses to the extent provided for in Minn. Stat. § 515B.3-116. If the holder of the first mortgage the U.S. Department of Veterans Affairs guarantees accepts a deed in lieu of foreclosure of the first mortgage, the mortgagee accepting the deed in lieu of foreclosure takes to the Unit free of the lien of unpaid assessments for Common Expenses except the mortgagee's title to the Unit is subject to the Association's lien for unpaid assessments for Common Expenses to the extent provided for in Minn. Stat. § 515B.3-116. In general, Minn. Stat. § 515B.3-116 states that the holder of the Sheriff's Certificate of

Sale from the foreclosure of the first mortgage takes title to the Unit subject to unpaid assessments for Common Expenses which become due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption, except for Common Expenses levied pursuant to Sections 2(e), 2(f) and 2(h) of Article V of the Bylaws.

14.4 The Association is subject to Minn. Stat. § 515B.3-116(d) (1992) as the same may be amended from time to time. The Statute currently provides that proceedings to enforce an assessment must be instituted within three (3) years after the last installment of the assessment becomes payable or are barred.

14.5 The Board may foreclose the Association's lien for assessments in like manner as a mortgage of real property containing a power of sale pursuant to Minn. Stat. Ch. 580, or by action pursuant to Minn. Stat. Ch. 581. The Association has a power of sale to foreclose the lien pursuant to Minn. Stat. Ch. 580. The period of redemption for Unit Owners is 6 months from the date of sale.

14.6 Pursuant to Minnesota Statutes Section 515B.3-115(a), Declarant reserves the right to institute an alternative assessment program. Declarant may institute the alternative assessment program at the time, or at any time after, the Board levies the first assessment against the Units. Declarant may not institute the alternative assessment program after the expiration of the Declarant's right to appoint directors pursuant to Article III, Section 2 of the Bylaws. If instituted, the alternative assessment program continues so long as Declarant owns any Unit for which the municipality with jurisdiction over the CIC has not issued a certificate of occupancy; provided, however, Declarant may voluntarily terminate the alternative assessment program on an earlier date by written notice to the Association. From and after Declarant's institution of the alternative assessment program, the Declarant's liability for assessments on Units the Declarant owns and the Association's lien for the Assessment is 25% of the assessment the Board would otherwise levy against the Unit until the municipality with jurisdiction over the CIC issues a certificate of occupancy for a Dwelling Constructed on the Unit at which time the liability of the Declarant and its successors and assigns for assessments on the Unit is 100% of the amount levied. Notwithstanding the institution of the alternative assessment program, Declarant must, at all times, pay 100% of any assessment or any portion of any assessment the Board levies to fund reserves.

15. Maintenance of Units and Common Elements; Unit Improvements and Alterations; and Relocation of Boundaries Between Units.

15.1 The Association shall maintain, repair and replace, as necessary, the Common Elements, including the Limited Common Elements. In addition, for the purpose of preserving the architectural character, quality and uniform high standards for appearance of the CIC, the Association shall:

15.1-1 Maintain the exterior of the Dwelling in each Unit as follows: paint and replace roofs, gutters, down spouts, decks, garage doors (except hardware), exterior siding and other building surfaces;

15.1-2 Provide for lawn, shrub and tree care on all Units except for watering; and

15.1-3 Maintain and repair driveways and lawn sprinkler systems located within each Unit.

The Association is not obligated to maintain patios, entry doors, door hardware, air conditioning equipment, glass, window frames or other items not specifically referenced in this section. The Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purpose, undertake to provide additional exterior maintenance to the Units or Dwellings. The cost of maintaining, repairing and replacing Common Elements and Dwellings, to the extent provided for in this Section, is a Common Expense. The Association shall promptly repair any damage to a Dwelling resulting from work which the Association or its agents perform. Each Owner shall promptly report to the Association the need for any maintenance or repairs which are the Association's responsibility.

15.2 Except for exterior maintenance the Association is required to perform pursuant to Section 15.1, each Owner must maintain and keep the Owner's Unit and the Dwelling constructed on the Owner's Unit in good order and repair, at the Owner's sole cost and expense. Each Owner shall be responsible for any and all damage to any Units or any of the Common Elements resulting from the Owner's failure to promptly perform necessary maintenance and repairs to the Owner's Dwelling. The Association may undertake any exterior maintenance that Owner is responsible to perform but fails to perform or improperly performs and assess the Unit and the Owner for the cost thereof.

15.3 The Association has the right to access through and into each Unit and the Dwelling located on each Unit for purposes of performing maintenance, repair or replacement for which the Association may be responsible. The Association and any public safety personnel also have a right to access each Unit and each Dwelling for purposes of abating or correcting

any condition in the Unit or Dwelling that violates any governmental law, ordinance or regulation, that may cause material damage to or jeopardize the safety of the CIC or that may constitute a health or safety hazard for occupants of other Dwellings.

15.4 An Owner may make any improvements or alterations to the interior of the Dwelling constructed on the Owner's Unit that do not impair the structural integrity of or mechanical systems serving the Dwelling or any other Dwelling, affect the Common Elements or lessen the support of any portion of the CIC. An Owner making improvements or alterations to the Owner's Unit shall make prior arrangements with the Association to insure that other Owners are not disturbed, that the Common Elements are not damaged and that the Common Elements and other Units are protected against mechanic's liens.

15.5 An Owner obtaining title to an adjoining Unit may remove or alter any intervening partition or create apertures therein as provided for in Minn. Stat. §515B.2-113(b). Owners of adjoining Units may relocate the boundary between the adjoining Units pursuant to Minn. Stat. §515B.2-114.

16. Easements and Party Walls.

16.1 Declarant declares and reserves a non-exclusive easement for the benefit of Declarant, its employees, servants and agents, for ingress and egress over and upon the Common Elements (including the Limited Common Elements) described herein or created out of Additional Real Estate hereinafter included in the CIC for the purposes of laying foundation for and otherwise constructing Units in the CIC or on the Additional Real Estate and for completing landscaping of the Common Elements and the Limited Common Elements appurtenant to the Units; provided, however, that the easements herein described terminate no later than 60 days after completion by the Declarant of the construction of all Units in the CIC and on the Additional Real Estate and all landscaping of the Common Elements and the Limited Common Elements appurtenant to the Units now or hereafter constructed pursuant to this Declaration.

16.2 Declarant declares a permanent, non-exclusive easement for the benefit of each Unit and its respective Owner(s) in, over and across the Common Elements for ingress to and egress from the Units; for utility services and support for the Units; and for maintenance and repair of the Units and the Common Elements. The Units and the Common Elements are subject to an easement for any encroachments resulting from the construction, reconstruction, repair, shifting, settlement or other movement of Units, Dwellings or and Common Elements.

16.3 The easement described in Section 16.1 is an easement in gross. Declarant may assign its rights under the

easement described in Section 16.1 to successor Declarants. The easement described in Sections 16.2 is an appurtenant easement and runs with title to the Units including any Units subsequently created out of the Additional Real Estate. The easement described in Section 16.2 inures to the benefit of and is binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in said Units, or any part or portion thereof.

16.4 Each wall built as part of the original construction of the Dwellings and located on the boundary line between Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section 16, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

16.5 The Owners of the Units that share a party wall are responsible for the maintenance, repair and replacement of party wall in proportion with their use; provided (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or occupant sharing such party wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an owner or occupant and assess the Owners for their respective share of the cost to the extent not covered by insurance.

16.6 If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may, with the consent of the Association, restore it, and the other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof; provided, however, that the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of an Owner is the financial responsibility of the responsible Owners, and the Association may assess the responsible Owner for the cost of repair. Insurance claims shall be made promptly following any casualty.

16.7 Notwithstanding any other provisions of this Section, any owner who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

16.8 The right of any Owner to contribution from any other Owner under this Section is appurtenant to the Unit and passes to such Owner's assigns and successors in title.

16.9 In the event of any dispute arising concerning a party wall, and if the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association, upon the written demand of

the Association or any Owner whose Dwelling shares the party wall. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The fees of the arbitrators shall be shared equally by the parties, but each party shall pay its own attorney fees or other costs to prove its case.

16.10 Each Unit and its respective Owner(s) are subject to and have appurtenant thereto any and all easements as described in the Master Declaration.

17. Insurance.

17.1 Each Owner is responsible for insuring the Owner's personal property against casualty loss and insuring the Owner against personal liability to the extent that the liability insurance which the Board obtains for all Owners does not provide coverage. Each Owner shall promptly report all improvements or betterments to his or her Unit in writing to the Board. The Board may, but is not obligated to, obtain insurance on improvements or betterments to a Unit. If the Board obtains insurance on improvements or betterments to a Unit, the Board may assess the Units for any additional insurance premiums attributable to such improvements or betterments. Owners are responsible for any deficiency in insurance loss recovery resulting from his or her failure to notify the Board of improvements or betterments. The Board may, in the case of a claim for damage to a Unit or Units: pay the deductible as a Common Expense; assess the deductible against the Units affected in any reasonable manner or require the Owners of the affected Units to pay the deductible amount directly to the Board.

17.2 The Board must obtain the following insurance for the CIC:

17.2-1 A master or blanket policy of insurance on the CIC, including the Units, the Common Elements and any personal property belonging to the Association, for broad form covered causes of loss, including all hazards normally covered by the standard extended coverage endorsement and the standard "all risk" endorsement. The policy must include the following endorsements: an inflation guard endorsement, when it can be obtained; if there is a construction code provision that would require changes to undamaged portions of the buildings even when only part of a building is destroyed, a construction code endorsement; and if the CIC has central heating or cooling, a steam boiler and machinery coverage endorsement providing for the insurer's minimum liability per accident to at least equal the lesser of \$2,000,000 or the insurable value of the buildings housing the boiler or machinery. The policy may also include the following endorsements: contingent liability from operation of building laws endorsement, increased costs

of construction endorsement and an endorsement to provide for the payment of annual assessments for damaged Units during the period of reconstruction. The insurance shall be in an amount not less than the full insurable replacement cost of the Units and the Common Elements at the time the insurance is purchased and at each renewal date, exclusive of items normally excluded from property insurance policies and subject to a "deductible" in an amount which the Board deems reasonable but which does not exceed the lesser of \$10,000 or 1% of the policy's face amount. The Board shall obtain this insurance from a carrier that has a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or on A or better rating from Demotech, Inc.

17.2-2 Commercial general public liability insurance on an occurrence basis against claims and liabilities arising in connection with the ownership, existence, use or management of the CIC insuring the Board; the Association; all persons acting as agents, including the management agent; and their respective employees and agents. Each Owner and each Secured Party shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements or membership in the Association. The Declarant shall be included as an additional insured in its capacity as an Owner. The Declarant's employees shall be included as additional insureds in their capacity as Board members. The public liability insurance shall afford protection in aggregate limits as the Board shall deem desirable but in no event for less than \$1,000,000.00 with respect to liability for bodily injury or property damage arising out of a single accident. The insurance policy shall contain a "severability of interest" endorsement and a contractual liability endorsement.

17.2-3 If the Secretary of Housing and Urban Development or any local governmental body or bodies shall determine that the CIC is in a special flood hazard area (which is designated A, AE, AH, AO, A1-30, A-gg, V, VE or V1-30 on a Flood Insurance Rate Map), flood insurance in such amounts as the Board shall deem desirable but in no event shall such amounts be less than required by the FNMA.

17.2-4 A fidelity bond, naming the Association as Obligee and containing a waiver of defense based on the exclusion of persons who serve without compensation, for the Association's directors, officers and management agent and any other person handling the funds of the Association, in an amount of at least equal to 150% of the total annual budget for the CIC, or a policy of

insurance insuring the Association against loss or damage from employee dishonesty.

17.2-5 Any other insurance (including insurance with respect to officers' and directors' liability, workman's compensation insurance as necessary to comply with applicable laws and employee's liability insurance) the Board deems appropriate.

17.2 17.3 The insurance policies carried pursuant to Section must:

17.3-1 include a waiver of the insurer's right to subrogation under the policy against any Owner or members of the Owner's household and against the Association and members of the Board;

17.3-2 provide that no act or omission of an Owner or Secured Party shall void the policy or be a condition to recover under the policy unless the Owner is acting within the scope of authority on behalf of the Association;

17.3-3 provide that if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same property which the Association's policy covers, the Association's policy is primary insurance;

17.3-4 show the Association as the named insured and contain a standard mortgagee clause naming all holders of first mortgages on Units. The "loss payable" clause must show the Association as trustee for each Owner and Secured Party (this provision applies only to the policies carried pursuant to Section 17.2.1);

17.3-5 provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the CIC or remove the CIC from the provisions of the Act;

17.3-6 obligate the insurer to provide at least thirty (30) days written notice to the Association, each Owner, each mortgagee and any insurers or guarantors of a first mortgage on a Unit prior to cancellation, including cancellation for nonpayment of premiums.

17.3-7 obligate insurer to issue certificates or memoranda of insurance, upon request, to any Owner or Secured Party.

The Association shall obtain all policies of insurance provided for in this Section 17 from insurers of recognized

responsibility authorized to do business in the State of Minnesota.

17.4 The Board shall adjust any loss covered under the policy described in Section 17.2-1 with the insurer. Insurance proceeds payable as a result of that loss shall be payable to the Board or to a bank or trust Company authorized to accept and execute trusts in the State of Minnesota which the Board has designated to act as trustee for the Board pursuant to the Act for the purpose of collecting and disbursing insurance proceeds (the "Insurance Trustee"). The Board and the Insurance Trustee may enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the Insurance Trustee's collection and disbursement of the insurance proceeds. The Insurance Trustee or the Board shall hold any insurance proceeds in trust for Owners and Secured Parties as their interest may appear. The Board or the Insurance Trustee shall apply the insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss and the fees of the Insurance Trustee, if any, to the payment of the cost of restoring the CIC pursuant to Section 18. Owners and Secured Parties are not entitled to receive any portion of the insurance proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Owners and the first mortgagees terminate the CIC pursuant to Section 20.

18. Reconstruction and Repair of CIC.

18.1 The Association shall promptly repair or replace any portion of the CIC that is damaged or destroyed as the result of a loss which the Association's insurance covers unless:

18.1-1 The CIC is terminated pursuant to Section 20 below; or

18.1-2 Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

18.1-3 80% of the Owners, including every Owner and first mortgagee of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to repair or rebuild.

18.2 The cost of repairs or replacements of the CIC in excess of insurance proceeds and reserves shall be a Common Expense.

18.3 If less than the entire CIC is repaired or replaced:

18.3-1 Insurance proceeds attributable to a damaged Common Element shall be used to restore the

damaged Common Element to a condition compatible with the remainder of the CIC;

18.3-2 The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Secured Parties of those Units, including the Units to which the Limited Common Elements were assigned, as their interests may appear; and

18.3-3 The remainder of the proceeds shall be distributed to all Owners and Secured Parties as their interests may appear in proportion to their Fractional Allocation.

18.4 If the Owners and holders of first mortgages vote not to rebuild a Unit, that Unit's Fractional Allocation is automatically reallocated upon the vote, as if the Unit has been condemned and the Association shall promptly prepare, execute and record an Amendment to the Declaration reflecting the reallocation. The Association membership attributable to the Unit and the corresponding voting right shall terminate.

18.5 If all or a portion of the CIC is damaged or destroyed and the decision is made to rebuild all or a portion of the CIC, all construction and repairs shall be substantially in accordance with the original construction plans and specifications. An insurance trustee appointed pursuant to Section 17.4 may rely upon the Certificate of the Board stating whether the damaged property is to be reconstructed or repaired. The Association, upon request of the insurance trustee, shall deliver such Certificate as soon as is practical. All repairs, reconstruction or replacement required by the Board shall be completed at the direction of the Board as soon as is practical and according to the terms of this Declaration. Immediately after the casualty causing damage to the property for which the Board has the responsibility of repair, reconstruction and replacement, the Board shall obtain reliable and detailed estimates of the cost to restore the damaged property to its prior condition. Such cost may include professional fees and bond premiums as the Board may determine.

19. Waiver of Claims. The Association shall make no claim against any Owner or family member, tenant or guest of an Owner and no Owner or family member, tenant or guest of an Owner, shall make a claim against the Association, the Board, the Managing Agent or another Owner or the family member, tenant or guest of another Owner, for any loss or damage to the Common Elements, the Units or any personal property resulting from the Association's negligence or such other persons negligence to the extent that the damaged party is compensated for such loss or damage from available insurance proceeds. Nothing herein shall be deemed a waiver of claims for the portion of the loss or damage subject to a "deductible" or otherwise not recoverable from available insurance

proceeds, and nothing herein shall be deemed a waiver of claims for intentionally tortious acts.

20. Termination. The CIC may be terminated, in whole or in part, only by the affirmative vote of 80% of the Owners, and the consent of at least 80% of the first mortgagees of the Units (each mortgagee having one vote per Unit financed). All procedures, appraisals and disposition of proceeds following any termination of the CIC shall be governed by the applicable provisions of the Act.

21. Eminent Domain. The provisions of the Act shall apply to and govern any taking by eminent domain of any portion of the CIC.

22. Rights of First Mortgagees and Insurers and Guarantors of First Mortgages.

22.1 A holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request must state the name and address of the holder, insurer or guarantor and the Unit number subject to the mortgage held, insured or guaranteed) shall be entitled to receive timely written notice from the Association of:

22.1-1 Any proposed amendment of a Declaration, Articles of Incorporation or Bylaws resulting in a change in the boundaries of a Unit or a Limited Common Element; the percentage undivided interest in the Common Elements appurtenant to any Unit; any Unit's Common Expense Allocation; any change in the Limited Common Elements assigned to a Unit; number of votes in the Association allocated to any Unit; or any change in the use or uses to which a Unit or Common Element is restricted;

22.1-2 Any proposed termination of the CIC;

22.1-3 Any condemnation loss or any casualty loss which affects a material portion of the CIC or which affects the Unit subject to the holder's, insurer's or guarantor's mortgage;

22.1-4 Any delinquency in the payment of annual or special assessments by an owner of the Unit subject to the holder's insurer's or guarantor's mortgage where the delinquency is continued for a period of 60 days;

22.1-5 Any lapse, cancellation or material modification of the insurance provided for in Section 17.2; and

22.1-6 Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

22.2 Each first mortgagee of a Unit or an insurer or guarantor of such first mortgagee shall have the right to examine the Project Documents, and the books, records and financial statements of the Association during normal business hours and shall have the right to receive an audited annual financial statement of the Association within 90 days following the end of any fiscal year of the Association.

23. Amendment. Except for amendments which the Declarant may execute to add Additional Real Estate to the CIC; amendments which Owners may execute to relocate the boundaries between adjoining Units pursuant to Minn. Stat. §515B.2-114; or a termination of the CIC pursuant to Minn. Stat. §515B.2-119, this Declaration, including the CIC Plat, may be amended only with the approval of the Owners of 67% percent of the Units and the mortgagees holding 51% of a recorded first mortgages against a Units, provided, however, that an amendment which creates or increases Special Declarant Rights, increases the number Units, changes the boundaries of any Unit, changes the Fractional Allocation of a Unit, changes Common Elements to Limited Elements or changes the authorized use of a Unit from residential to non-residential, requires the approval of all Owners and the approval of 67% of the holders of a recorded first mortgages against the Units. If any Unit is subject to a mortgage the VA guaranties, this Declaration may not be amended while the Declarant has the right to appoint the members of the Association's Board pursuant to Article III, Section 2 of the Bylaws without the written consent of the VA. Notwithstanding the preceding sentence, the consent of the U.S. Department of Veterans Affairs is not required for amendments which a Declarant exercises pursuant to Section 9 of this Declaration to add Additional Real Estate to the CIC. The Owners and Mortgagees need not execute an amendment to evidence their approval. A certificate of the Association's secretary certifying that an amendment has received the approval of the required number of Owners and Mortgagees at a duly called meeting of the Members is prima facia evidence of that fact.

24. Compliance with Provisions. The Association and each Owner or tenant shall comply strictly with the provisions of the Project Documents as the same may be amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, such suit to be maintained by the Board, or in a proper case, by an aggrieved Owner. The defaulting party shall be liable for costs and attorneys' fees incurred in such suit by the complaining party.

25. General Provisions.

25.1Notices. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association at the address of the Association's registered office, or any Owner, at the address of the Owner's Unit. Any Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board. Notices addressed as above

shall be effective upon hand delivery or upon mailing properly addressed with postage prepaid and deposited in the United States mail.

25.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class CIC.

25.3 Number, Gender. In construing the Project Documents, the singular shall be taken to include the plural, and masculine to denote the feminine wherever appropriate.

25.4 Covenants Running With the Land. All covenants described herein are covenants running with the land, and so long as the CIC is subject to the provisions of the Declaration, shall remain in full force and effect.

25.5 Conflicts. In the event of a conflict between this Declaration and one or more of the other Project Documents, the terms of this Declaration control. In the event of a conflict between the Project Documents and the Act, the Act controls.

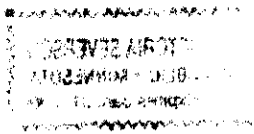
25.6 Severability. If any provision of the Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

25.7 Failure to Enforce Not a Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

Stewart Title Co., of MN
 527 Marquette Ave. S. Ste 500
 Minneapolis, MN 55402
NK County

ABSTRACT

Receipt # <u>127062/41.50</u>	<input type="checkbox"/> Certified Copy Date Mailed _____
Date/Time: <u>12-14-98 / 10:50</u>	<input type="checkbox"/> Tax Liens / Releases
Doc. Order <u>1</u> of <u>3</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Pins: <u>BP</u>	<input type="checkbox"/> Transfer <input checked="" type="checkbox"/> New Desc.
Recordability / Delqs: <u>BP</u>	<input type="checkbox"/> Division <input type="checkbox"/> GAC
Filing Fees: <u>41.50</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec
Well Certificate Received this Date: _____ Anoka County Recorder	<input type="checkbox"/> Other <input type="checkbox"/> No Change
Notes: <u>12 extra pages # 32</u> <u>Non-standard</u>	



**DOCUMENT NO. 1392703.0 ABSTRACT
 ANOKA COUNTY MINNESOTA**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
 FOR RECORD ON **DEC 14 1998**
 AT **10:50 AM** AND WAS DULY RECORDED.
 FEES AND TAXES IN THE AMOUNT OF **\$41.50** PAID.

RECEIPT NO. **98127062**

EDWARD M. TRESKA

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

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