

Section 15. Rights of Declarant and Home Builders. Until the last Unit in Deacon's Walk is sold and conveyed to an Owner other than the Declarant or a builder whose business is to construct homes for resale, the following action by said persons will not be deemed violations of the foregoing restrictions:

- (a) use of a dwelling for model and sales office purposes;
- (b) storage of equipment, materials, or earth during the construction of new dwellings on Units owned by the person doing such storage or construction; and
- (c) display of signs advertising Units or Dwellings in Deacon's Walk as allowed by the City of Blaine, Minnesota (hereinafter the "City of Blaine" or "City").

Section 16. Storage Tanks. No permanent storage tanks of any kind shall be erected, placed or permitted on any Unit unless buried or effectively screened from view outside the Unit.

Section 17. Temporary Structures. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Unit at any time as a Dwelling, either temporarily or permanently.

Section 18. Driveways. Driveways must be constructed of concrete, bituminous or other hard surface material. Material and installation shall be subject to approval of the ACC or Declarant, as applicable. Driveways must be installed prior to the issuance of a Certificate of Occupancy issued for any Dwelling constructed on a Unit, weather and season permitting, or by July 15th (subject to reasonable and necessary extensions due to inclement weather), if the Dwelling is completed between November 1st and June 1st.

Section 19. Exterior Ornaments. Exterior ornaments, including but not limited to precast concrete, plastic or wood figurines, wishing wells and windmills shall be prohibited unless approved by the ACC prior to installation or construction. Provided, however, seasonal decorations and decorations signifying a special event such as a birthday may be displayed for an appropriate time so long as such displays are designed in a manner such that they will not make noise or cast light upon any neighboring homes and such that they will not become an attraction for onlookers and so long as such displays confirm with any Rules or Regulations adopted by the Master Association.

Section 20. Antennas. Except with the prior written approval of the ACC, no satellite dishes in excess of one meter in diameter, nor any exterior television or radio antenna of any sort shall be placed, allowed or maintained on any portion of a Unit, or the improvements or structures thereon. Approval shall be based on acceptable appearance, small size and screening from view. In no event shall any radio or television broadcasting or receiving antenna or other similar apparatus extend above the roof of the Dwelling. Conventional television antennas shall be mounted in the attic of the Dwelling.

Section 21. Completion of Construction of Improvements. Upon approval of plans by the Declarant (in the case of original construction) or the ACC (in all other cases), all construction work shall be carried on with dispatch; all improvements shall be constructed in conformity with the then existing building codes of the City of Blaine; and all building plans shall be prepared by or under the supervision of a registered architect, builder or qualified design professional. If any structure is begun after approval of the plans as provided in Article IX and is not completed within nine (9) months after the commencement of said construction, and in the judgment of the Declarant (in the case of original construction) or the ACC (in all other cases) is offensive or unsightly in appearance, the Master Association may take such steps as may be necessary to make the Property harmonious with other properties, including completion of the exterior of the structure, screening or covering the structure or any combination thereof, or similar operations. The amount of any such expenditure shall be the personal, joint and several obligation of the Owner or Owners of the Unit on which the structure sits and shall be a lien against the Unit which may be enforced as an Individual Unit Maintenance Assessment under Article VII hereof.

Section 22. Construction Activity During PGA TOUR Event. During the conduct of any "PGA TOUR® Event" (meaning a professional golf event sanctioned and/or sponsored by PGA TOUR, Inc.) on the Golf Club Property, there shall be no unusual construction or other activity on any Unit or Master Common Element, whether or not contiguous to the Golf Club Property, that, in the reasonable judgment of the Golf Club Manager, disturbs play in, or the conduct of, the PGA TOUR* Event, including the enjoyment thereof by spectators and the television broadcasting thereof. ["PGA TOUR" is a registered trademark of PGA TOUR, Inc.]

Section 23. Repair to Curbing or Sidewalk. It shall be the responsibility of the Owner to repair or replace any curbing or sidewalk damaged during construction of the Dwelling or during site improvements made to Owner's Unit.

Section 24. Sodding. All Units shall be sodded in their entirety (except for areas approved by the Declarant or the ACC, as applicable, as natural or landscaped) within thirty (30) days of completion of a Dwelling thereon, weather and season permitting, or by July 15th (subject to reasonable and necessary extensions due to inclement weather), if the Dwelling is completed between November 1st and June 1st. Each Sub-Association shall sod all appropriate areas of any Sub-Association Common Element Unit.

Section 25. Landscaping. All landscape materials shall be of known hardiness in Minnesota. All landscaping and grass areas within the Unit shall be installed prior to occupancy, or as soon thereafter as weather permits as set forth in Article VIII, Section 24, and shall conform to general planting guidelines as set by the ACC or Declarant, and be maintained in good faith.

Section 26. Swimming Pools. Unless installed by the Declarant, the location, size and design of all swimming pools, including without limitation plunge pools, must be approved in advance by the ACC. Only in-ground pools shall be constructed on any Unit, and above ground pools are prohibited. No swimming pool shall be installed unless and until the Owner demonstrates to the satisfaction of the ACC that the Unit's soil is suitable to accommodate a pool. In addition, each Owner is advised to consult with the ACC or the Declarant prior to installation of any swimming pool, since not all Units are aesthetically suitable for such installation. Any lighting of a pool shall be

designed so as to buffer the surrounding Units, Master Common Elements and Golf Club from such lighting.

Section 27. Playground Equipment. Playground equipment shall not be installed or constructed on a Golf Course Unit without the prior approval and authorization of the ACC. In most cases, rear yard playground equipment will not be approved on Golf Course Units.

Section 28. Release of Liability and Assumption of Risk. Any Owner, for itself, its heirs, assigns, executors and administrators, by acceptance of a deed for any Unit, whether or not it shall be expressed in such deed, is deemed to assume all risk associated with the Unit's proximity to the Golf Course and to release, indemnify and hold harmless the Declarant and the Tournament Players Club of the Twin Cities, their officers, agents, and representatives, for any loss, damage or injury, including death, that may result in any way from the activity of golf and all accompanying incidental activities on the Golf Course, and from and against any and all actions, claims, demands, liability, loss, damage and expense of any kind, including attorneys' fees, arising therefrom.

Section 29. Golf Club Property. Owners shall have the right to quiet enjoyment of their property, subject to the following restrictive covenants for the mutual benefit of the Owners and the Club Owner. So long as the Golf Club is located on the Golf Club Property, there shall be no activity on any portions of the Property that are contiguous to the Golf Club Property or on any other portion of the Property located within a distance of one hundred (100) feet from the boundaries of the Golf Club Property that unreasonably disturbs play or the enjoyment of the Golf Club by members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions erected on any portion of the Property within ten (10) feet from the boundary of the Golf Club Property without the prior written consent of the manager of the Golf Club and the ACC. There shall be no fencing or obstructions on or around the boundaries of the Golf Club Property, except for temporary fencing, tenting, buildings, scoreboards, signage and other structures at locations on the Golf Club Property selected by the manager of the Golf Club, which may be visible from portions of the Property immediately adjacent to the Golf Club Property, that are erected during and preceding tournaments, or for a limited time during any construction activity at the Golf Club. The Golf Club Manager shall be entitled to enforce the provisions of this Section. The Golf Club Manager, or its designees (including without limitation any golf tournament sponsor) shall be entitled temporarily to restrict access to, from and across private rights of ways that have not been dedicated to public use, and temporarily to restrict access to other portions of the Property contiguous to or near the Golf Club Property during the period of any PGA TOUR* Event (as defined in Article VET, Section 22), so long as such restrictions do not impair the free ingress to and egress from the Units and the Master Common Elements by Owners and their guests and invitees.

**ARTICLE IX
ARCHITECTURAL CONTROL PROCEDURES**

Section 1. Architectural Control Committee. There shall be established an Architectural Control Committee ("ACC") consisting of at least three (3) persons. The initial members of the ACC shall be: Rodney Hardy, Bruce Nimmer and John Hankinson. The Club Owner shall have the right to name one person to serve on the ACC for so long as the Golf Club Property is owned or operated by Tournament Players Club of the Twin Cities, L.L.C., a Minnesota limited liability company, or an affiliate thereof. The members of the ACC may be appointed by Declarant so long as Declarant retains control of the Master Association pursuant to Article XIV, Section 5 of the Master Declaration and the Act. After the termination of Declarant's right to appoint the ACC members, members other than the member appointed by the Club Owner, shall be appointed by the Board of Directors of the Master Association and the member appointed by the Club Owner. If no persons are appointed to the ACC, the ACC shall be the Board of Directors of the Master Association. It is the responsibility of the ACC to insure that improvements and landscaping constructed by Owners are consistent with the overall style of the Development and to insure that all improvements within Deacon's Walk comply with the Developer/Builder Agreement for Deacon's Walk. No landscaping or improvements may be constructed, removed or altered without prior written approval of the Master Board/ACC.

Section 2. New Improvements. No improvements shall be commenced upon any Unit by anyone except the Declarant without prior written approval by the Architectural Control Committee ("ACC") of the person who will actually perform the work and of the plans and specifications for the work.

Sections. Changed Improvements. The exterior color, style, and materials of any structure on a Unit shall not be changed by anyone except the Declarant without prior written approval by the ACC of the person who will actually perform the proposed work and of the plans and specifications for the work.

Section 4. ACC Chairperson. The ACC shall appoint one of its members to be its chairperson. The chairperson shall call meetings of the ACC. The chairperson is authorized to execute certificates of approval, notices of disapproval and similar instruments effectuating decisions of the ACC. A quorum of the ACC shall consist of two of its members. The ACC may act upon the vote or written consent of any two of its members.

Section 5. Submission of Plans and Specifications. At least fifteen (15) days before work on a Unit in Deacon's Walk is commenced, the Owner thereof shall submit to the ACC one complete set of plans and specifications, including full exterior elevations, floor areas, exterior colors and materials and a certificate of survey showing proposed elevations, setbacks and house location on the lot and a landscaping plan, if landscaping is proposed with the project.

Section 6. Standards of Review. The Declarant or the ACC shall promulgate detailed standards, requirements and procedures to guide its areas of responsibility, judgment and practice. In part, these standards, requirements and procedures shall incorporate the provisions set forth in Exhibit F attached hereto, and shall also provide that no multi-family development in excess of three

(3) stories or commercial development shall be undertaken without the prior approval of the Club Owner. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the Owner's Dwelling. The Declarant or the ACC shall establish procedures to govern their review of plans and specifications.

Section 7. Review of Plans and Specifications. Within fifteen (15) days after receipt of plans and specifications, the ACC shall approve or disapprove the proposed improvements in writing. The ACC's determinations concerning the builder and plans and specifications shall be conclusive. If the ACC disapproves the plans and specifications, it shall state in writing the reason for such disapproval and the deficiencies which must be cured to obtain approval. If an Owner has submitted all necessary information and has not received a response from the ACC within thirty (30) days of the date of submission, the proposed improvement shall be deemed approved by the ACC.

Section 8. Variances. The ACC shall have authority to grant variances from any standards or specifications adopted by the ACC pursuant to the authority contained herein, on the basis of hardship or similar grounds.

Section 9. Remedies For Violations. If construction of or exterior changes to a dwelling, other structure or improvement on a Unit are commenced without the ACC's prior approval, or if construction of or exterior changes to a dwelling or other structure or improvement on a Unit are not completed in accordance with the approved plans and specifications, the Declarant, the ACC, the Board of Directors of the Master Association, or any Owner in Deacon's Walk may bring an action to enjoin further construction and to compel the Owner to conform the Dwelling or other structure with plans and specifications approved by the ACC. Any such action must be commenced and a notice of lis pendens must be filed not later than ninety (90) days after the date on which the certificate of occupancy is issued by the City of Blaine, in the case of a new dwelling, or within ninety (90) days after the date of completion, in the case of any other improvement.

Section 10. Action Against ACC: Limitation of Actions. In the event the ACC and/or members of the ACC shall fail to discharge their obligations under this Article IX, any Owner may bring an action to compel the discharge of said obligation. Any such action must be commenced within ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate municipal authority, in the case of a new dwelling, or within ninety (90) days after the date of completion, in the case of any other improvement. Such an action shall be the exclusive remedy for failure of the ACC and/or its members to discharge such obligations. Under no circumstances shall the Declarant or its successors, the Board of Directors of the Master Association or any member thereof, or the ACC or any member thereof be liable for damages (direct, consequential or otherwise) for any action or failure to act in relation to landscaping or any improvement to a Unit.

**ARTICLE X
MAINTENANCE OBLIGATIONS OF OWNERS; MASTER ASSOCIATION
MAINTENANCE**

Section 1. Maintenance by Master Association. The Master Association shall provide all maintenance, repair and replacement of all Master Common Elements and all neighborhood entrance monuments and the Development entrance monuments and associated berming and landscaping (including such entrance monuments as may be located on the Sub-Association Common Element Units). The Master Association may, to the extent allowed by the City, provide maintenance, replacement or repair to street identification and directional signs ("street signs") (whether such street signs are Master Common Elements, located on Sub-Association Common Element Units or located on publically dedicated rights of way) in Deacon's Walk as the Master Association determines. Maintenance shall include, as necessary, appropriate hazard and liability insurance. All maintenance by the Master Association including maintenance of an entrance monument or street sign located on a Sub-Association Common Element Unit shall be a Master Common Expense included within the Annual General Assessment.

Section 2. Review Payment of Maintenance Plan and Budget for Certain Landscaping Features by Club Owner. Club Owner shall have the right to review and approve a plan of maintenance and a budget for the landscaping features along 109th Avenue Northeast and within the center median and boulevards of Tournament Players Parkway and at the intersections of Radisson Road and Tournament Players Parkway. Such review and approval shall be performed annually upon the submission of the landscaping plan and budget to Club Owner no later than October 30 of the preceding year. In recognition of this right of review, Club Owner shall reimburse the Master Association sixteen and seven-tenths percent (16.7%) of the annual costs and expenses incurred by the Master Association for such maintenance; provided, however, such amount shall not exceed the budget amount approved by Club Owner. Such reimbursement shall be submitted to the Master Association on a quarterly basis.

Sections. Master Common Element Maintenance. Except as reserved herein to any Sub-Association, the Master Association has all the powers and duties which the Act allows to or imposes on an Owners' Association. The Master Association's maintenance, repair and replacement duties at Deacon's Walk include, without limitation, the duties to:

- (a) maintain, repair and replace all of the Master Common Elements at Deacon's Walk including but not limited to roads, utilities, landscaped areas, recreation facilities, entrance monuments, and other structures;
- (b) maintain, clean, repair and replace any storm water drainage area, drainage way or drainage conduit, pond, catchment or similar area as required by the Coon Creek Watershed District or any applicable governmental authority; and
- (c) perform any maintenance required under any agreement with the City of Blaine.

All work undertaken by the Master Association under Article X shall be performed on a regular and periodic basis, and in accordance with reasonable maintenance standards, all

as established by the Master Association. No Owner shall be entitled to any level or standard of maintenance in excess of those standards.

Section 4. Units. Each Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, including, but not limited to, snow removal from sidewalks located within the public right-of-way or otherwise pursuant to ordinances of the City of Blaine. However, pursuant to any Sub-Association Declaration or by vote of the Owners of any Sub-Association acting under its Sub-Association Declaration that Sub-Association may elect to maintain any portion of the Units within that Sub-Association Common Interest Community.

If an Owner or a responsible Sub-Association fails to properly maintain the Unit or the Sub-Association Common Elements including the grounds or structures of that Unit or the Sub-Association Common Elements, then the Master Board may provide for the performance of any such neglected obligation by whatever reasonable means it may determine in its sole discretion. In case of emergency, as reasonably determined by the Master Board, the Master Board may act immediately. In all other cases, the Master Board may act hereunder following thirty (30) days written notice of such failure and the remedy proposed by the Master Board to the Owner or in the case of the failure of a Sub-Association to perform such maintenance to all Owners within that Sub-Association Common Interest Community. All expenses incurred by the Master Association as a result of taking action under this Section shall be chargeable to the Owner as Individual Unit Maintenance Assessments under Article VII hereof.

Sections. Access. Any person authorized by the Master Board shall have the right of access to all portions of the Property for the following purposes: (i) correcting any condition threatening a Unit or the Master Common Elements; (ii) performing installations, alterations or repairs; (iii) reading or replacing utility meters and related pipes, valves, wires, and equipment; or (iv) fulfilling any other maintenance obligation under this Article. Notice of any intended work shall be given in advance and any such entry may only be made at a time reasonably convenient to the affected Owner. However, in case of an emergency or in case of landscaping or other work on the grounds of a Unit or on the exterior of any structure, no such notice is required and such right of entry shall be immediate, whether or not the Owner is present at the time.

Section 6. Damage Resulting From Negligence or Otherwise. To the extent not covered by required property or liability insurance, each Owner shall reimburse the Master Association for any damages to the Master Common Elements caused intentionally or negligently by such Owner. The Master Association shall be responsible for damage to Units which it caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Master Common Elements.

ARTICLE XI INSURANCE

Section 1. Required Coverage. The Master Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- (a) Property insurance covering the Master Common Elements and any property that will become Master Common Elements under the Master Plan as well as those Sub-Association Common Elements for which the Master Association has maintenance responsibility under the Master Declaration and any other property deemed by the Master Board as properly insurable hereunder, in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the property being insured, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Master Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverage's and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Department of Housing and Urban Development, Office of the Federal Housing Commissioner ("FHA") or Federal National Mortgage Association ("FNMA") or the Veterans Administration ("VA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Master Board may also, on behalf of the Master Association, enter into binding written agreements with a mortgagee, insurer or servicer, including without limitation the FHA, VA or FNMA, obligating the Master Association to keep certain specified coverage's or endorsements in effect.
- (b) Commercial general liability insurance against any liabilities arising in connection with the ownership, existence, use or management of the Master Common Elements, as well as those Sub-Association Common Elements for which the Master Association has maintenance responsibility under the Master Declaration, in an amount deemed sufficient in the judgment of the Master Board, insuring the Master Board, the Master Association, and management agent, and their respective employees, agents and all persons acting as agents of such insured parties. The Declarant shall be included as an additional insured in its capacity as an Owner and as a party designating or appointing members of the Master Board or ACC. The Owners, their Eligible Mortgagees and other secured parties shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Master Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.
- (c) Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Master Association if deemed to be advisable by the Master Board or required by the regulations of the FHA, VA or FNMA as a precondition to the purchase or financing of a mortgage on a Unit. The fidelity bond or insurance shall name the Master Association as the named insured and shall, if required by the regulations of the FHA, VA or FNMA as a precondition to their insuring, purchasing or financing of a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Master Association funds,

including reserves, in the custody of the Master Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

- (d) Workers' Compensation insurance as required by law.
- (e) Directors and officers liability insurance with such reasonable limits and coverage's as the Master Board shall determine from time to time.
- (f) Such other insurance as the Master Board may determine from time to time to be in the best interests of the Master Association and the Owners, including insurance described in Section 2 below if necessary.

Section 2. Insurance Provided by Sub-Associations. The Master Plan anticipates that some Units within the Development will be constructed such that they will share or have contiguous walls, siding or roofs and it is the intent and requirement of this Master Declaration that any such Units shall be located within a Sub-Association Common Interest Community and subject to a Sub-Association Declaration. The Act requires that, "in the case of a common interest community that contains units sharing or having contiguous walls, siding or roofs the insurance maintained ... shall include the units" Because the Master Association also includes Units which are single family detached Units which do not share or have contiguous walls, siding or roofs, it is the requirement of this Master Declaration that the Sub-Association containing Units which share or have contiguous walls, siding or roofs be responsible for obtaining and maintaining all insurance on Units, Sub-Association Common Elements located within the boundaries of that Sub-Association as may be required by the Act. In the event that a Sub-Association can not or will not obtain the required insurance, and such failure is brought to the attention of the Master Board, the Master Board, acting on behalf of the Master Association, will make reasonable attempts to obtain such insurance and, if so obtained, the cost thereof shall be assessed in full to the Owners affected and any insurance proceeds will be disbursed in accordance with the applicable provisions of the Sub-Association Declaration.

Section 3. Unavailability of Insurance. If the insurance described in Section 1 or 2 is not reasonably available, the Master Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

Section 4. Premiums. All insurance premiums shall be assessed and paid as a Master Common Expense.

Section 5. Loss Payee: Insurance Trustee. All insurance coverage maintained by the Master Association shall be written in the name of, and the proceeds thereof shall be payable to, the Master Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Master Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle

and collect upon any claims or losses under any insurance policy maintained by the Master Association.

Section 6. Waivers of Subrogation. All policies of insurance shall contain waivers of subrogation by the insurer against the Master Association, or an Owner, members of the Owner's household, officers or directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

Section 7. Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Master Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty (30) days prior written notice to the Master Association, to the FHA, VA or FNMA (if applicable), all of the insureds and all Eligible Mortgagees.

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

Section 9. No Contribution. Except for insurance maintained by a Sub-Association, all policies of insurance maintained by the Master Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners or their Eligible Mortgagees.

Section 10. Effect of Acts Not Within Master Association's Control. All policies of insurance maintained by the Master Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Master Association, or (ii) any failure of the Master Association to comply with any warranty or condition regarding any portion of the Property over which the Master Association has no control.

Section 11. Owner's Personal Insurance. Each Owner may obtain additional personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property or personal liability. All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Master Association.

ARTICLE XII RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

Section 1. Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of any property insured by the Master Association following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in

accordance with the plans and specifications of the property as initially constructed and subsequently improved.

Section 2. Condemnation and Eminent Domain. In the event of a taking of any part of the Master Common Elements by condemnation or eminent domain, the provisions of the Act shall govern; provided, that notice shall be given pursuant to Article XV, Section 6. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the governing documents, as their interests may appear.

Section 3. Notice. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Master Common Elements, and the Master Association shall give written notice thereof to an Eligible Mortgagee pursuant to Article XV, Section 6.

ARTICLE XIII EASEMENTS

Section 1. Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and occupants thereof, shall be subject to the rights of the Master Association to an exclusive appurtenant easement on and over the Units for the purposes of maintenance, repair and replacement and reconstruction of the Units, and utilities serving the Units, to the extent necessary to fulfill the Master Association's rights or obligations under the Governing Documents.

Section 2. Utilities Easement. The Property shall be subject to alienable, transferable, and perpetual right and easements over the Property for the purpose of installing, replacing, repairing, maintaining, and using master television antenna and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm and sanitary sewer, drainage systems, retention ponds and related facilities, electrical, gas, telephone and water lines. To the extent feasible, all utility lines and facilities serving the Development shall be located underground. It shall be expressly permissible for the providing utility company or other supplier or service, with respect to the portions of the Master Common Elements required for exercise of the easement herein described: (i) to install and maintain pipes, lines, manholes, pumps, and other necessary equipment and facilities; (ii) to cut and remove any trees, bushes, or shrubbery; (iii) to grade, excavate, or fill; and (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement, and use of such utilities and systems; provided however, that such utility company or other supplier or service shall take reasonable actions to repair any damage caused by such utility company or other supplier or service during the exercise of any rights conveyed under any easement granted hereunder. The Declarant reserves the right (but shall have no obligation) to grant easements for utilities throughout the Master Common Elements, including without limitation communications, security and cable television facilities. Each appropriate utility company or agency shall have a nonexclusive easement over the Master Common Elements for the purpose of maintaining all utility lines, connections and equipment now or hereafter located on the Master Common Elements.

Sections. Easements and Rights of Governmental Authorities: Declarant hereby grants to the County of Anoka, Minnesota, and to the City of Blaine, or such other governmental authority or agency as shall from time to time have jurisdiction over the Development with respect to law enforcement, fire protection or public safety, a perpetual non-exclusive right and easement upon, over and across all of the Master Common Elements for purposes of performing such duties and activities related to law enforcement, public safety and fire protection in the Development as shall be required or appropriate from time to time by such governmental authorities under applicable law.

Section 4. Recreational Area Easements. Subject to the terms and provisions of this Master Declaration and the rules, regulations, fees, and charges from time to time established by the Master Board, every Owner and Owner's family, tenants, and guests shall have the non-exclusive right, privilege, and easement of access to and the use and enjoyment of any recreational areas and such other recreational facilities and amenities as are now or hereinafter located on the Master Common Elements. An Owner may assign to the tenant of Owner's Unit such Owner's rights of access to and use of said recreational facilities so that such tenant, his family and guests shall be entitled to the access to and use and enjoyment of the recreational facilities on the same basis as an Owner and Owner's family and guests.

Sections. Easements over Exterior Boundaries of Units. There is hereby reserved for the benefit of Declarant, the Master Association, and their respective successors and assigns, an alienable, transferable, and perpetual right and nonexclusive easement upon, over and across those strips of land ten (10) feet in width located along and adjacent to those exterior boundaries of Units located adjacent to streets, such strips to be bounded by the exterior boundaries of Units adjacent to streets and by lines in the interior of such Unit and Dwellings which are ten (10) feet from and parallel to such exterior boundaries, for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements, provided that neither the Declarant nor the Master Association shall have any obligation to construct any such improvements. There is further reserved for the benefit of Declarant, the Master Association, and their respective successors and assigns, an alienable, transferable and perpetual right and nonexclusive easement upon, over, across those strips of land fifteen (15) feet in width located along those boundaries of all Units and Dwellings that constitute part of the perimeter boundary of the Development. Such easement shall be for the purpose of constructing, installing, replacing, repairing and maintaining a perimeter wall or fence around the perimeter boundary of the Development, provided that neither Declarant nor the Master Association shall have any obligation to construct or maintain any such perimeter wall or fence.

Section 6. Easements for Maintenance of Property. Subject to the terms of the Master Declaration there is hereby reserved for the benefit of Declarant, the Master Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and nonexclusive easement to enter upon any Unit and upon unimproved portions of any Dwelling for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds, stumps, or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire, safety and appearance within the Development, provided that such easement shall not impose any duty or obligation upon Declarant or the Master Association to perform any such actions.

Section 7. Easements for Environmental Compliance. There is hereby reserved for the benefit of Declarant, the Master Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and nonexclusive easement on, over, and across all Units and all unimproved portions of Dwellings for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Master Board or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides.

Sections. Club Owner Easements. There is hereby reserved for the benefit of the Club Owner, its successors, assigns, and successors-in-title, with respect to the Golf Club Property, the following transferable, alienable, and perpetual rights and nonexclusive easements:

- (a) A right and easement for the installation, maintenance, repair, replacement, and use within the Master Common Elements of security systems, utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers, and electrical, gas, telephone, water, sanitary sewer and master television antenna and/or cable system lines, and a right and easement for the drainage and discharge of surface water onto and across the Master Common Elements, provided that such drainage and discharge shall not materially damage or affect the Property or any improvement from time to time located thereon.
- (b) A nonexclusive right and easement in favor of Club Owner over and across the Master Common Elements and portions of the Units, to improve, maintain or landscape the areas adjacent to the Golf Club Property, such maintenance and landscaping to include planting of grass, watering, application of pesticides, fertilizers, and other chemicals commonly accepted for use in golf course maintenance, mowing, and the removal of underbrush, stumps, trash or debris, and trees of less than two (2) inches in diameter, and for ingress and egress by pedestrians, vehicles and equipment required for such purposes. The area encumbered by this easement shall be limited to the portion of the Master Common Elements and such Units within thirty (30) feet of those boundary lines of the Master Common Elements and such Units which are adjacent to such fairways or greens of the golf course or adjacent to lakes, ponds, or other bodies of water abutting the golf course; provided, however, the entire Unit shall be subject to such easement until the landscaping plan for such Unit thereon has been approved and implemented pursuant to this Master Declaration.
- (c) A nonexclusive easement over each Unit, and portions of the Master Common Elements which are adjacent to a golf fairway or green located on the Golf Club Property is hereby granted to members of the Club Owner and their guests and caddies and all other players, and to the Club Owner and its officers, agents and employees, to permit the doing of every act necessary and incident to the playing of golf on the golf course or courses located on the Golf Club Property and to permit the doing of every act necessary and incident to maintaining the Golf Club Property. These acts shall include, but not be limited to, the recovery of golf balls from Units and the Master Common Elements, the flight of golf balls over and upon the Units and

the Master Common Elements, the creation of the usual and common noise level associated with the playing of the game of golf, the creation of the usual and common noise level associated with maintaining the Golf Club Property, the driving of machinery and equipment used in connection with maintaining the Golf Club Property over and upon the streets, the Master Common Elements and the Golf Club Property, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the maintenance and operation of the Golf Club Property. Such noise may occur on or off the Golf Club Property; throughout the day from early morning until late evening. Members of the Golf Club and their guests and caddies shall not be entitled to enter on any such Units, or portions of the Master Common Elements with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Unit, Dwelling, or Master Common Elements, or in any way commit a nuisance while on any such portion of the Development.

- (d) All of the Master Common Elements shall be burdened with an easement permitting golf balls unintentionally to come upon and to fly over such land and for golfers, at reasonable times and in a reasonable manner to come upon the land to retrieve errant golf balls; provided, however, if any of the land is fenced or otherwise secured, nothing herein shall give any person the right to enter any fenced in area, Dwelling, building or other structure on such property to retrieve golf balls; and provided further, that nothing herein shall permit a golfer to strike a golf ball from any land outside the Golf Club Property. The existence of this easement shall not relieve golfers striking the errant golf balls of liability caused by any such errant golf balls.
- (e) The management of the Golf Club Property, their agents, successors and assigns, shall have a perpetual, exclusive easement over the Units and Master Common Elements for the purpose of retrieving golf balls from bodies of water within Master Common Elements lying reasonably within range of golf balls hit from the Golf Club Property. Under no circumstances shall the Club Owner or management of the Golf Club Property, any member or officer thereof or any affiliate of any such member or office, or their respective employees, officers, directors or agents, or any architect, builder, land planner or contractor hired or retained by such Owner of the Golf Club Property, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties or from the over spray from the Golf Club Property.
- (f) The Club Owner may, on one or more occasions each year, host a PGA TOUR* Event (as defined in Article VIII, Section 22) During the week of any such PGA TOUR* Event, numerous spectators will be traversing the Golf Club Property, which may necessitate the management of the Club Owner or its designee(s) erecting temporary barriers and fencing at the boundaries of the Golf Club Property. Additionally, immediately preceding, during and immediately following the PGA TOUR8 Event, the management of the Club Owner or its designee(s) may erect and maintain temporary tenting, buildings, scoreboards, signage and other structures at locations on the Golf Club Property selected by management for the Club Owner

which may be visible from portions of the Units and Master Common Elements immediately adjacent to the Golf Club Property. The Club Owner and its designees (e.g., the tournament sponsor) shall be entitled to restrict rights of way (other than any rights of way which have been publicly dedicated) and access to other areas contiguous to or near the Golf Club Property period of any PGA TOUR* Event; provided, however, that Owners and their guests and invitees shall have ingress to and egress from their Units. While the Golf Club Property will be designed with the intent of holding a PGA TOUR® Event, nothing herein shall be construed as a requirement that a PGA TOUR* Event be held at the Golf Club Property.

- (g) The rights and obligations to enforce the provisions of covenants that are directed solely to the protection and enjoyment of the Club Owner and the orderly conduct of PGA TOUR® Events shall be delegated to the Club Owner and its successors and assigns.

Section 9. Master Association Easements. The Master Association shall have and enjoy a perpetual nonexclusive easement for ingress and egress over and across any Unit for the performance of any maintenance, replacement or repair that, under the terms of this Master Declaration, is an obligation of, or that may be performed at the option of, the Master Association on any Unit. Such easements shall be considered easements in gross and not appurtenant to any specific property of the Master Association. The use and enjoyment of any easement of the Master Association herein shall be on the condition that the Master Association shall give reasonable notice thereof and shall, at its expense, repair or replace any damage caused to any Unit by any entry made by the Master Association hereunder.

Section 10. Easements and Rights of Declarant. The Declarant shall have and enjoy a nonexclusive easement in gross over all Property and each Unit now included or hereafter annexed to Deacon's Walk to install utilities or otherwise complete construction required in conjunction with the initial development of Deacon's Walk, and to use portions of the Property other than Units owned by a person other than Declarant for storage of materials for purposes reasonably related to said initial construction; provided, however, that such use shall be on the condition that Declarant shall promptly repair or restore any Unit or Property so used at its expense. Declarant and its approved home builders shall have a non-exclusive easement over Master Common Elements for the maintenance of signs advertising the Development for so long as Declarant or an approved builder owns any Unit. Further, the Declarant may, without vote of the membership of the Master Association, cause the Master Board, while the Declarant is the Owner of at least one Unit, to execute and deliver such easements or other conveyances for the creation of utilities or other dedications as may be required incident to the initial development of Deacon's Walk and may use one or more Units or dwellings owned by it as models or for sales offices during such initial construction and sale period.

Section 11. Watershed Easement. In addition to the foregoing, there is a perpetual and nonexclusive easement across certain portions of the Master Common Elements in favor of the Coon Creek Watershed District for purposes of creating drainage ditches, drainage conduits, and other drainage ways. Pursuant to an unrecorded agreement the Master Association is obligated to clear and otherwise maintain such drainage ways as may be established.

Section 12. Intended Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there is no grantee in being having the capacity to take and hold such easement, any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Master Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements; the Owners hereby designate the Declarant and/or Master Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE XIV SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following "special declarant rights" within the meaning of Section 5156.1-103(31) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

Section 1. Complete Improvements. To complete all the Units and other improvements indicated on the Master Plan, or otherwise included in the Declarant's development plans or allowed by the Master Declaration, and to make alterations in the Units and Master Common Elements to accommodate its sales facilities;

Section 2. Relocate Boundaries and Alter Units. To relocate boundaries between Units and to otherwise alter Units owned by it, to the extent permitted by the Act;

Section 3. Sales Facilities. Declarant may construct, operate and maintain a sales office, management office, model Units and other development and sales facilities within the Property and any Units owned by Declarant from time to time, located anywhere on the Property; Declarant's approved home builders may do the same on any Unit(s) owned by them;

Section 4. Signs. Declarant and its approved home builders may erect and maintain signs and other sales displays offering the Units for sale or lease, in or on any Unit owned by Declarant or the builder;

Section 5. Control of Master Association. To control the operation and administration of the Master Association, including without limitation the power to appoint and remove the members of the Master Board pursuant to Section 515B.3-103 of the Act, until the earliest of: (i) voluntary surrender of control by Declarant, (ii) a Master Association meeting which shall be held within sixty (60) days after conveyance to Owners other than a Declarant of seventy-five percent (75%) of the total number of Units authorized to be included in the Property or (iii) the date three (3) years following the date of the first conveyance of a Unit to any Owner other than Declarant. Notwithstanding the foregoing, the Owners other than a Declarant shall have the right to nominate and elect not less than thirty-three and one-third percent (33 1/3%) of the directors at a meeting of the Owners which shall be held within sixty (60) days following the conveyance by Declarant of fifty percent (50%) of the total number of Units authorized to be included in the Property;

Section 6. Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Property for the purpose of exercising its special declarant rights;

Section 7. Duration of Declaration of Covenants, Restrictions and Easements. The covenants, restrictions, and easements of this Master Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Master Association or the Owner of any Unit subject to this Master Declaration, or their respective legal representatives, heirs, successors and assigns. Except as otherwise provided with respect to easements in favor of Declarant (Article XIII), the easements set forth herein shall be perpetual. The covenants and restrictions herein set forth shall have a term of twenty (20) years from the date this Master Declaration is recorded, after which time said covenants and restrictions shall be automatically renewed for successive periods often (10) years. The covenants and restrictions of this Master Declaration may be amended during the first twenty (20) years by vote or a written agreement signed by not less than sixty-seven percent (67%) of the total votes of the Members of the Master Association and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. An affidavit signed by the Secretary which states the outcome of such vote or the signed written agreement is adequate evidence of the validity of the amendment. Such affidavit or written agreement shall be recorded along with the amendment in the office of the Registrar/County Recorder, Anoka County. Any amendment must be properly recorded and shall be effective when recorded.

ARTICLE XV RIGHTS OF ELIGIBLE MORTGAGEES

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

Section 1. Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Unit subject to a first mortgage) shall be required for any amendment to the Governing Documents which causes any change in the following: (i) voting rights; (ii) responsibility for maintenance and repairs; (iii) redefinition of any Unit boundaries; (iv) convertibility of Units into Master Common Elements or vice versa; (v) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (vi) hazard or fidelity insurance requirements; (vii) leasing Units; (viii) imposition of any restrictions of the leasing of Units; (ix) a decision by the Master Association to establish self-management when professional management is in effect as required previously by the governing documents or by an Eligible Mortgagee; (x) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the governing documents; or (xi) any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages. Notwithstanding the foregoing, implied approval of a proposed amendment shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail with a return receipt requested.

Section 2. Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first mortgages (based upon one vote per Unit subject to a first mortgage) shall be required to abandon or terminate the common interest community, subject to any greater requirements contained in the Act.

Section 3. Consent to Subdivision. No Unit may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Master Association.

Section 4. No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

Section 5. Priority of Lien. Any holder of a first mortgage on a Unit, or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Master Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser; (i) except as provided in Section 515B.3-116 of the Act and (ii) except that any unpaid assessments or charges with respect to the Unit may be reallocated among all Units.

Section 6. Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Master Common Elements. The Master Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

Section 7. Requirements for Management Agreements. The term of any agreement for professional management of the Property may not exceed two (2) years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party, (i) with cause upon thirty (30) days prior written notice, and (ii) without cause upon ninety (90) days prior written notice.

Section 8. Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Master Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Master Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Master Association's fiscal year. If a request is made by FNMA or any institutional guarantor or insurer of a mortgage loan against a Unit, for an audit of the Master Association's financial statements for the preceding year, the Master Association shall cause an audit to be made and deliver a copy to the requesting party.

Section 9. Notice Requirements. Upon written request to the Master Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- (a) A condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;
- (b) A 60-day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a mortgage;
- (c) A lapse, cancellation or material modification of any insurance policy maintained by the Master Association; and
- (d) A proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

Section 10. Rights of Declarant's Mortgagees. Declarant may, from time to time, grant mortgages on portions of the Property owned by Declarant and in such event, the owner of any such mortgage which is first in priority upon foreclosure to all other mortgagees that encumber such portions of the Property ("Declarant's First Mortgagee") shall be an Eligible Mortgagee. For purposes of voting by Eligible Mortgagees under this Article XI, Declarant's First Mortgagee shall have the number of votes specified on Exhibit B for any part of the Property mortgaged to Declarant's First Mortgagee. In addition to the rights granted herein to other Eligible Mortgagees, Declarant's First Mortgagee has the right but not the obligation to become the successor to Declarant or to appoint a successor to Declarant. Notwithstanding the provisions of Section 1 of this Article XV, there shall be no (i) redefinition of any Unit boundaries, (ii) conversion of any Unit to Master Common Elements, or (iii) withdrawal of any property from the Property with respect to any property or Units (including Units not yet platted but shown on the Master Plan) mortgaged to Declarant's First Mortgagee without the prior written approval of Declarant's First Mortgagee.

ARTICLE XVI MISCELLANEOUS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 2. Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

Section 3. Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Master Association against Declarant for indemnification pursuant to the Act, the Master Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

Section 4. Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Master Association, the Master Board, the Master Association officers or the Owners shall be in writing and shall be effective upon hand delivery, or on the fifth day after the notice is properly addressed with postage prepaid and deposited in the United States mail; except that registration of Owners pursuant to the Bylaws shall be effective upon receipt by the Master Association.

Section 5. Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Master Declaration, the Bylaws or any Rules or Regulations approved by the Master Association, the Act shall control. As among the Master Declaration, Bylaws and Rules and Regulations, the Master Declaration shall control, as between the Bylaws and the Rules and Regulations, the Bylaws shall control.

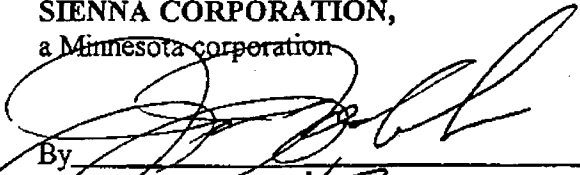
Section 6. Use of Name. Declarant, for itself, its successors and assigns, hereby reserves the right to use the name "Deacon's Walk", in connection with the development and marketing of the Property. Upon request, the Master Association will execute any documents requested by Declarant, its successors and assigns, to confirm such right to use the name "Deacon's Walk" in favor of Declarant.

Section 7. Relationship between Master Association and Sub-Associations. Any Unit constructed within the Master Community which shares or has contiguous walls, siding or roofs must be located within a Sub-Association Common Interest Community and subject to a Sub-Association Declaration which conforms with the Act. Each such Unit shall also be subject to this Master Declaration. The applicable Sub-Association shall have primary responsibility for the governance of its Sub-Association and for the maintenance and repair of Units and Sub-Association Common Elements located within its boundaries. The exercise of any of the powers granted to the Master Association or any Sub-Association by their respective Declarations or by the Act shall not limit or diminish the ability of the other to exercise the same or similar powers. Each Sub-Association Declaration shall specifically acknowledge and grant to the **Master Association the power of the Master Association to adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Master Common Expenses from Owners.**

Section 8. Effect of Amended and Restated Master Declaration. This Amended and Restated Master Declaration supersedes and replaces the Original Master Declaration in its entirety, and the Original Master Declaration shall hereafter be of no force and effect.

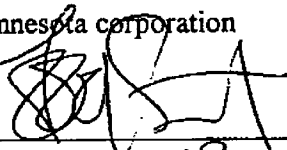
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Master Declaration on the date first written above.

SIENNA CORPORATION,
a Minnesota corporation

By 
Its V. Pres.

The undersigned Builders, who own portions of the real estate described on Exhibit B attached hereto, hereby consent to the foregoing Master Declaration and agree for themselves, their successors and assigns, that any portion of such real estate described on Exhibit B in which they have an interest shall be subject to the foregoing Master Declaration.

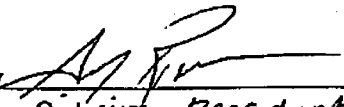
THE ROTTLUND COMPANY, INC.
a Minnesota corporation

By 
Its ~~Executive~~ V.P.

GORHAM BUILDERS, INC.,
a Minnesota corporation

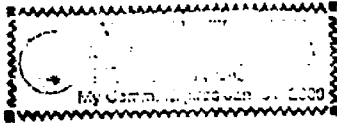
By Gary W. Gorkan
Its Pres.

CENTEX HOMES,
a Nevada general partnership

By 
Its Division President

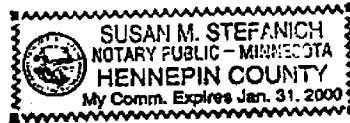
STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by James W. Johnston, the Vice President of SIENNA CORPORATION, a Minnesota corporation, on behalf of the corporation.

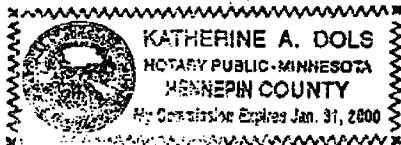


Susan M. Stefanich
Notary Public
My Commission expires: Jan 31, 2000

STATE OF MINNESOTA)
) ss.
COUNTY OF RANSEY)



The foregoing instrument was acknowledged before me this 2nd day of December, 1998, by Todd M. Stutz, the Executive V.P. of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.

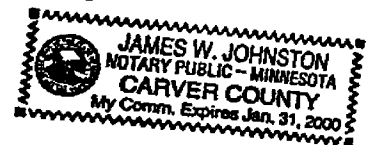


Katherine A. Dols
Notary Public
My Commission expires: Jan 31, 2000

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

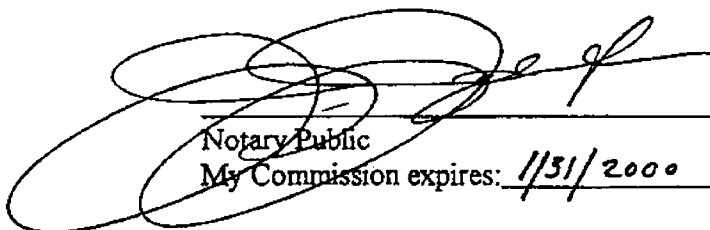
The foregoing instrument was acknowledged before me this 3^d day of December, 1998, by Gary M. Gorham, the president of GORHAM BUILDERS, INC., a Minnesota corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission expires: Jan. 31, 2000

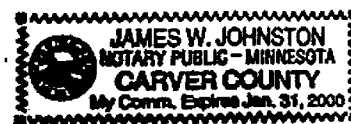


STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 2nd day of December .
1998, by Scott J. Richter the Division President of CENTEX HOMES, a Nevada
general partnership, on behalf of the partnership.



Notary Public
My Commission expires: 1/31/2000



THIS INSTRUMENT DRAFTED BY:
Doherty, Rumble & Butler, P.A. (RBP)
3500 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 677-4500