

EXHIBIT A

TO DECLARATION OF DEACON'S WALK

Legal description of property subject to Declaration

Initial Real Estate:

Lots 1-17, inclusive, Block 1
Lots 1-4, inclusive, Block 2
Lots 1-3, inclusive, Block 3
Lots 1-24, inclusive, Block 4
Lots 1-7, inclusive, Block 5
Lots 1-5, inclusive, Block 6
Lots 1-4, inclusive, Block 7
Lots 1-4, inclusive, Block 8

Outlets: A, B, D, I, K, M, N, O, Q, R, S, T, U, V, W, Y.

All in TPC First Addition, Anoka County, Minnesota.
Common Interest Community Number 49.

Additional Real Estate:

Outlets E,F,G,H,J.

All in TPC First Addition, Anoka County, Minnesota.
Common Interest Community Number 49.

EXHIBIT B

**TO DECLARATION OF DEACON'S WALK
Part I — Residential Units**

Key:

SA Dwelling = Sub-Association Dwelling Unit

SF Dwelling = Single Family Detached Unit

SACE = Sub-Association Common Element Unit

<u>Real Property Description</u>	<u>Type of Unit</u>	<u>Number of Residential Units</u>
(Each Residential Unit has one vote and is responsible for 1/747 of the Assessment Obligations.)		

The following real property located
in TPC First Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Lots 1-16, Block 1	S A Dwelling	16
Lot 17, Block 1	SACE	0
Lots 1-24, Block 4	SF Detached	24
Lots 1-7, Block 5	SF Detached	7
Lots 1-5, Block 6	SF Detached	5
Lots 1-4, Block 7	SF Detached	4
Lots 1-4, Block 8	SF Detached	4

The following real property located
in TPC Second Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Lots 1-20, Block 1	SF Detached	20
Lots 1-20, Block 2	SF Detached	20
Lots 1-4, Block 3	SA Dwelling	4
Lots 1-4, Block 4	S A Dwelling	4
Lots 1-4, Block 5	SA Dwelling	4
Lots 1-4, Block 6	S A Dwelling	4
Lots 1-4, Block 7	S A Dwelling	4
Lots 1-4, Block 8	S A Dwelling	4
Lots 1-4, Block 9	S A Dwelling	4

Lots 1-4, Block 10	S A Dwelling	4
Outlet H	SACE	0
Lots 1-18, Block 11	SF Detached	18
Lots 1-7, Block 12	SF Detached	7
Lots 1, Block 13	SF Detached	1

The following real property located
in TPC Third Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Lots 1-24, Block 1	S A Dwelling	24
Lot 25, Block 1	SACE	0
Lots 1-16, Block 2	S A Dwelling	16
Lots 17, Block 2	SACE	0

The following real property located
in TPC Fourth Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Lots 1-8, Block 1	SF Detached	8
Lots 9A and 9B, Block 1	SF Detached	1
Lots 10-14, Block 1	SF Detached	5
Lots 1-7, Block 2	SF Detached	7
Lots 8A and 8B, Block 2	SF Detached	1
Lots 9A and 9B, Block 2	SF Detached	1
Lots 10A and 1 OB, Block 2	SF Detached	1

The following real property located
in TPC Fifth Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Lots 1-4, Block 1	SF Detached	4
Lots 1-2, Block 2	SF Detached	2
Outlet B	MCE	

The following real property located
in TPC Sixth Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Lots 1-4, Block 1	S A Dwelling	4
Lots 1-4, Block 2	SA Dwelling	4
Lots 1-4, Block 3	S A Dwelling	4
Lots 1-4, Block 4	SA Dwelling	4
Lots 1-4, Block 5	S A Dwelling	4
Lots 1-4, Block 6	S A Dwelling	4
Lots 1-4, Block 7	SA Dwelling	4
Outlet H	SACE	0

Part II — Development Units

Key:

SADU = Sub-Association Dwelling Unit

DDU = Development Detached Unit

<u>Property Description</u>	<u>Type of Unit</u>	<u>Number of Residential Units after Subdivision</u> (Each Development Unit will have the number of votes in this column and be responsible for the portion of Assessment Obligations equal to the number in this column divided by 747.)
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The following real property located
in TPC First Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Outlot B	SADU	64
Outlet D	SADU	80
Outlet K	SADU	12
Outlet O	DDU	154
Outlot R	DDU	20
Outlet T	DDU	34

The following real property located
in TPC Second Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Outlot C	DDU	27
Outlot F	DDU	31

The following real property located
in TPC Fourth Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Outlets A and B	DDU	33
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The following real property located
in TPC Fifth Addition
Anoka County, Minnesota
Common Interest Community Number 49.

Outlet A

DDU

24

EXHIBIT C

TO DECLARATION OF DEACON'S WALK

Master Common Elements

Outlots A, I, N, Q, U and W, all in TPC First Addition, Anoka County, Minnesota; Outlets D and G, all in TPC Second Addition, Anoka County, Minnesota; Outlot B in TPC Fifth Addition, Anoka County, Minnesota. Common Interest Community Number 49.

EXHIBIT C

TO DECLARATION OF DEACON'S WALK

Master Common Elements

Outlets A, I, N, Q, U and W, all in TPC First Addition, Anoka County, Minnesota; Outlets D and G, all in TPC Second Addition, Anoka County, Minnesota; Outlot B in TPC Fifth Addition, Anoka County, Minnesota. Common Interest Community Number 49.

EXHIBIT D

TO DECLARATION OF DEACON'S WALK

Golf Course Property.

Outlots L and AA, all in TPC First Addition, Anoka County, Minnesota.

Lot 1, Block 14; Lot 1, Block 15; Outlot A and Outlet B, all in TPC Second Addition, Anoka County, Minnesota.

Lot 1, Block 1, TPC EAST, Anoka County, Minnesota.

That part of the Northwest Quarter of the Southwest Quarter of Section 15, Township 31, Range 23, Anoka County, Minnesota lying northwesterly of Bethel and Rice Creek Road, now known as Radisson Road, except that part lying southeasterly of a line being 60.00 feet northwesterly of and parallel with the centerline of said Radisson Road.

EXHIBIT E

TO DECLARATION OF DEACON'S WALK

[Master Plan]

**EXHIBIT E
TO DECLARATION OF DEACON'S WALK**

The center islands of Tournament Players Parkway, the grass islands in the center of publicly dedicated cul de sacs, and areas designated as "NCE" hereon are proposed as Master Common Elements.

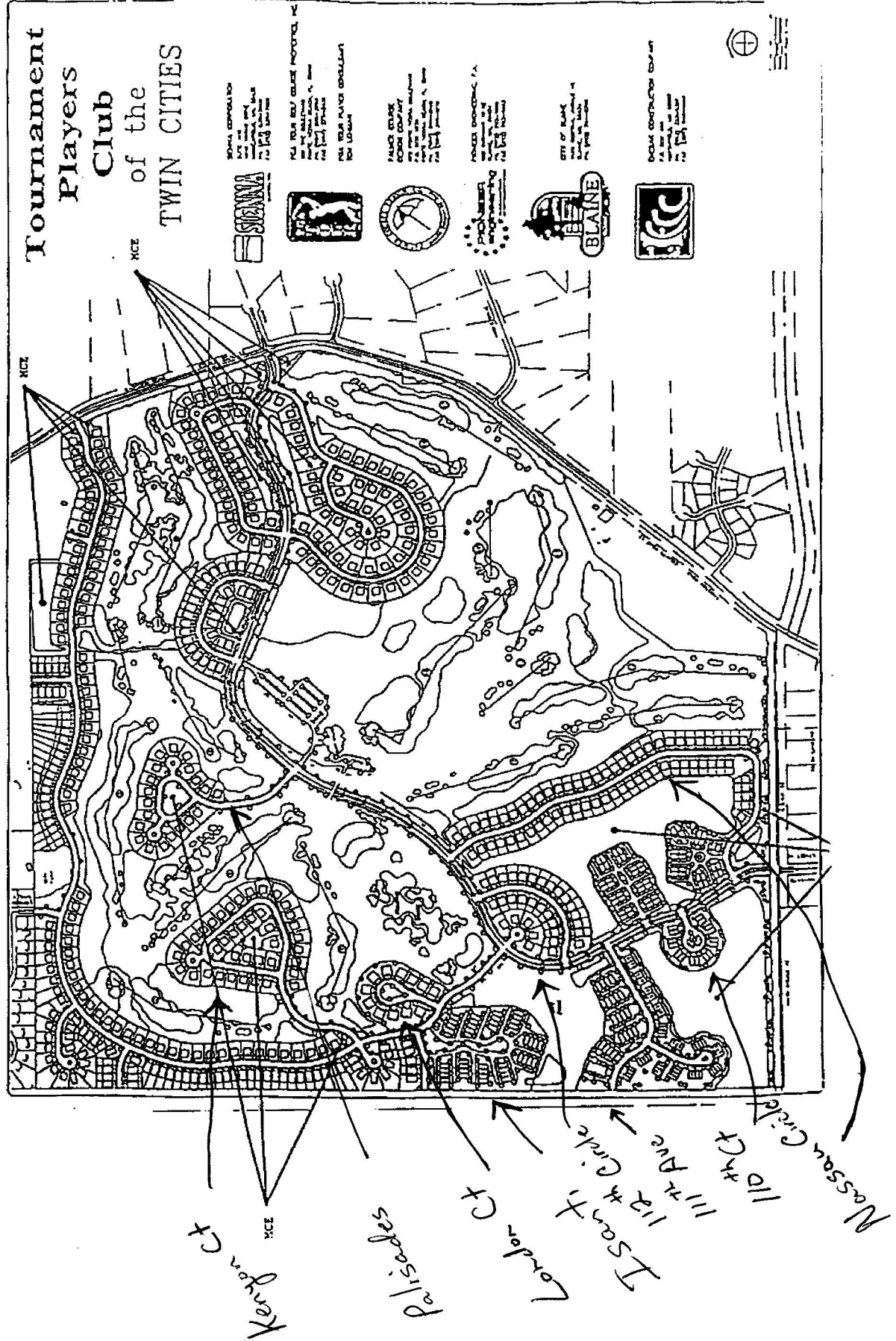


EXHIBIT F

TO DECLARATION OF DEACON'S WALK

Limits on Construction and Related Activities

- Construction Limits

- (i) All locations of permanent construction material storage areas, chemical toilets, appropriate receptacles, and other unsightly items shall be screened from the line of sight of the Golf Club Property.
- (ii) All construction areas shall be kept in reasonably good order. All debris shall be placed in appropriate receptacles which shall be emptied as necessary during the construction in order to prevent spillage of debris on the ground.
- (iii) Except for required drainage, no permanent open trenches will be located adjacent to the Golf Club Property. Any such trenches shall be designed so as to minimize any adverse aesthetic impact on the Golf Club Property and the surrounding Property.

- Excavation

Any trenches located within a distance often (10) feet from the boundary of the Golf Club Property must be closed overnight unless effectively barricaded and marked to indicate a hazardous condition, except that during the conduct of any PGA TOUR® Event, all such trenches shall be closed and the ground returned to its previous condition.

- Construction Vehicles and Parking

Construction parking will be restricted to the street side of any property contiguous to the Golf Club Property (i.e., away from the common boundary with the Golf Club Property.)

- Construction Access Across or Over Golf Club Property

In order to prevent damage to the Golf Club Property, at no time will access be allowed across or over the Golf Club Property for storage or transportation of labor or materials or location of construction equipment other than in connection with any construction easements approved in advance in writing by the Golf Club Manager.

- Noise

No radios, tape, compact disc or record players, telephone horns, unusually loud bells or other similar noise-producing apparatuses will be allowed on any property located within a distance of one hundred fifty (150) feet from the boundary of the Golf Club Property during any construction on such property, or at any time if, in the reasonable judgment of the Golf

Club Manager, such sounds would disturb play in, or conduct of, the PGA TOUR* Event, including the enjoyment thereof by spectators and the television broadcasting thereof.

- Signage

No signs will be allowed on the Golf Club Property side of any Property contiguous to the Golf Club Property, other than required emergency or warning signs.

- Additional Construction Restrictions.

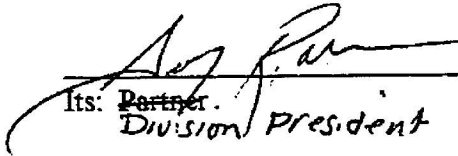
- (i) The contractor shall schedule and perform its work in a good and workmanlike manner and use reasonable efforts to minimize any detrimental impact on play, including, without limitation, play in any PGA TOUR* Event and the enjoyment thereof by spectators and the television broadcasting thereof.
- (ii) No work will be allowed that will restrict or otherwise hinder access to the Golf Club Property (except in the event of any emergency) until such work is coordinated with, and approved by, the Golf Club Manager.
- (iii) Except in the event of emergency, no work will be allowed on major master sewer or storm drainage lines located within a distance of fifty (50) feet from the boundary of the Golf Club Property during the period beginning thirty (30) days before and extending until the completion of any PGA TOUR* Event. All work performed on any such major master sewer or storm drainage lines shall be coordinated with the Golf Club Manager and shall be completed at least thirty (30) days prior to the start of the PGA TOUR* Event.
- (iv) All contractors shall exercise reasonable care to restore any area affected by its construction activities to its original condition.

CONSENT AND JOINDER BY MORTGAGEE

The undersigned, being the holder of a mortgage dated June 10, 1998, by and between the Declarant as Mortgagor and Centex Homes, and filed for record on July 21, 1998, as Document No. 1388136, files of the Anoka County Recorder (the "Mortgage"), herewith consents to and joins in the foregoing Amended and Restated Master Declaration, for the purpose of subjecting all of its interest as a mortgagee under the Mortgage to the terms thereof, provided, that by this Consent and Joinder, the undersigned shall not become liable for any of the obligations of the Declarant thereunder.

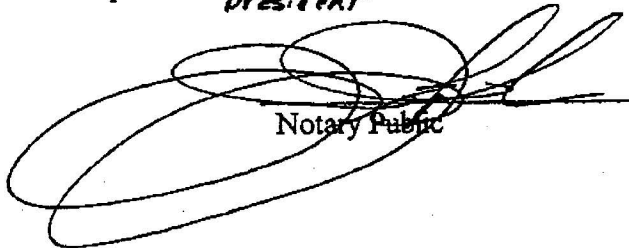
IN WITNESS WHEREOF, Centex Homes, has caused this Consent and Joinder to be executed this 2nd day of December 1998.

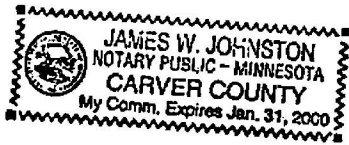
CENTEX HOMES


Its: ~~Partner~~
Division President

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

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


Notary Public



CONSENT AND JOINDER BY MORTGAGEE

The undersigned, being the holder of a mortgage dated June 30, 1998, by and between the Declarant as Mortgagor and Tradition Ventures, LLC, and filed for record on July 2, 1998, as Document No. 1353718, files of the Anoka County Recorder and as Document No. 315082 in the office of the Anoka County Registrar of Titles (the "Mortgage"), herewith consents to and joins in the foregoing Amended and Restated Master Declaration, for the purpose of subjecting all of its interest as a mortgagee under the Mortgage to the terms thereof, provided, that by this Consent and Joinder, the undersigned shall not become liable for any of the obligations of the Declarant thereunder.

IN WITNESS WHEREOF, Tradition Ventures, LLC, has caused this Consent and Joinder to be executed this 30 day of November 1998.

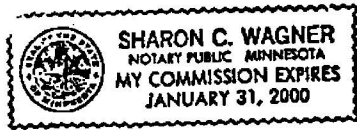
TRADITION VENTURES, LLC

Robert H. Enebak

Its: Chief Manager

STATE OF MINNESOTA)
)ss
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 30th day of November, 1998, by Robert H. Enebak the Chief Manager of Tradition Ventures, LLC, a Minnesota limited liability company on behalf of the limited liability company.



Sharon C. Wagner

Notary Public

CONSENT AND JOINDER BY CLUB OWNER

The undersigned, being the owner of the Golf Club Property, herewith consents to and joins in the foregoing Amended and Restated Master Declaration, provided, that by this Consent and Joinder, the undersigned shall not become liable for any of the obligations of the Declarant thereunder.

IN WITNESS WHEREOF, Tournament Players Club of the Twin Cities, LLC, has caused this Consent and Joinder to be executed this 7th day of December 1998.

TOURNAMENT PLAYERS CLUB OF THE TWIN CITIES, LLC

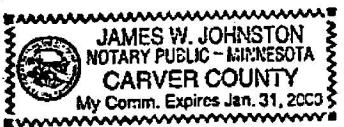
By: [Signature]
Its: Manager

And: [Signature]
Its: Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

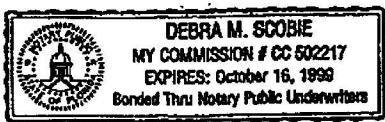
The foregoing instrument was acknowledged before me this 7th day of December, 1998, by Robert H. Enebak the Manager of Tournament Players Club of the Twin Cities, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



STATE OF FLORIDA)
) ss.
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 4th day of December, 1998, by Keith W. Tomlinson the Treasurer of Tournament Players Club of the Twin Cities, LLC, a Minnesota limited liability company, on behalf of the limited liability company, who is personally known to me.



[Signature]
Notary Public

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.