ANOKA COUNTY MINNESOTA
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Anoka County Property Records and Taxation
Property Tax Administrator and
Recorder/Registrar of Titles
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COMMON INTEREST COMMUNITY NO. 55
A Planned Community

THE MASTERS AT DEACON'S WALK

AMENDED AND RESTATED DECLARATION

THIS AMENDED AND RESTATED DECLARATION is executed as of this 22 day of AUGUST, 2025 by The Masters at Deacon's Walk Association, a Minnesota non-profit corporation ("Association"), pursuant to Minnesota Statutes Section 515B.1-101 to 515B.4-118, commonly known as the Minnesota Common Interest Ownership Act (hereinafter the "Act") and laws amendatory thereof and supplemental thereto.

WITNESSETH:

WHEREAS, there are filed of record in the office of the Anoka County Recorder a certain Declaration, dated January 30, 1999, and recorded on February 10, 1999, as Document No.1406700, as the same has been amended from time to time (hereinafter the "Original Declaration"), and

WHEREAS, the Original Declaration established a plan for the use, operation, maintenance, and preservation of the real estate described in Exhibit A attached hereto (the "Property"), and

WHEREAS, the Association and the Owners desire to provide for the preservation of the residential character, value, architectural character, architectural uniformity, and amenities that are a part of the Property, and for the maintenance of open spaces and other common facilities, and

WHEREAS, the Association and the Owners desire to amend and restate the Original Declaration in accordance herewith, and to subject the Property to the Act in its entirety, and to the covenants, restrictions, easements, charges, and liens set forth herein, pursuant to the requirements and procedures prescribed by Section 515B.1-102(d) of the Act, and

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

WHEREAS, the Property is subject to a master association, Common Interest Community Number 49, a planned community, Deacon's Walk Home Owners Association, and

WHEREAS, the Property does not include shoreland as defined in Minnesota Statutes Section 103F.205 and thus is not subject to the ordinances or rules referenced in county, township, or municipal ordinances or rules affecting the development and use of the shoreland area.

NOW THEREFORE, as required by Articles XI and XIV of the Original Declaration, the Association, with the consent of sixty-seven percent (67%) of the votes in the Association, whose signatures are on file with the Association or its attorney, hereby declares that the Property and any additions thereto shall be subject to the Act and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth herein; that all persons or entities having or acquiring any interest in the Property shall be bound hereby; and that the Original Declaration shall be revoked and superseded in its entirety by this Declaration upon its recording.

SECTION 1
DEFINITIONS

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

1.1 "Association" shall mean The Masters at Deacon's Walk Association, a nonprofit corporation that has been created pursuant to Chapter 317A of the laws of the State of Minnesota and the Act, whose members consist of all Owners as defined herein.

1.2 "Board" shall mean the Board of Directors of the Association as provided for in the Bylaws.

1.3 "Bylaws" shall mean the Bylaws governing the operation of the Association, as amended from time to time.

1.4 "Common Elements" shall mean all parts of the Property except the Units, including all improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. As of the date of the recording of this Declaration, the Association does not have any Common Elements.

1.5 "Common Expenses" shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation allocations to reserves and those items specifically identified as Common Expenses in the Declaration or Bylaws.

1.6 "Dwelling" shall mean 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 a Unit. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.

1.7 "Eligible Mortgagee" shall mean any Person owning a mortgage on any Unit, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, and that has requested the Association, in writing, to notify it regarding any proposed action that requires approval by a specified percentage of Eligible Mortgagees.

1.8 "Governing Documents" shall mean this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations adopted by the Board of Directors, as amended from time to time, all of which shall govern the use and operation of the Property.

1.9 "Member" shall mean all Persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.10 "Occupant" shall mean any Person or Persons, other than an Owner, in possession of or residing in a Unit.

1.11 "Owner" shall mean a Person who owns a Unit, but excluding contract for deed vendors, mortgagees, and other secured parties within the meaning of Section 515B.1-103(30) of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.

1.12 "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

1.13 "Plat" shall mean the recorded plat depicting the Property pursuant to the requirements of Section 515B.2-110(d) of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, including any amended or supplemental Plat recorded from time to time in accordance with the Act. The recorded plat for the Property existing as of the date of this Declaration, as amended, shall constitute the Plat.

1.14 "Property" shall mean all the real property submitted to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property as of the date of this Declaration is legally described in Exhibit A attached hereto.

1.15 "Rules and Regulations" shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.7.

1.16 "Unit" shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as shown on the Plat, including all improvements thereon.

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

SECTION 2
DESCRIPTION OF UNITS AND APPURTENANCES

2.1 Units. There are thirty (30) Units, all of which are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference, and a schedule of Units is set forth on Exhibit A. The Unit identifier for a Unit shall be its lot and block numbers and the subdivision name.

2.2 Unit Boundaries. The front, rear, and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat. The Units shall have no upper or lower boundaries. Subject to this Section 3.2, all spaces, walls, and other improvements within the boundaries of a Unit are a part of the Unit.

2.3 Access Easements. Each Unit shall be the beneficiary of an appurtenant easement for access to a public street or highway on or across any other Unit as shown on the Plat, subject to any restrictions set forth in the Declaration.

2.4 Utility and Maintenance Easements. Each Unit shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Units, and for maintenance, repair, and replacement as described in Section 13.

2.5 Encroachment Easements. Each Unit shall be subject to and shall be the beneficiary of the appurtenant easements for encroachments as described in Section 13.

2.6 Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.7 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit, or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by the Declaration.

2.8 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property subject to the Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property.

2.9 Benefit of Easements. All easements benefiting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants does not have the right to use and other easement rights in the Property during such delegated occupancy, except as a guest of an Owner or Occupant or in connection with the inspection of the Unit or recovery of possession of the Unit from the Occupant pursuant to law.

SECTION 3
COMMON ELEMENTS

3.1 Common Elements. All of the Property, if any, not included within the Units constitutes Common Elements. As of the date of the recording of this Declaration, the Association does not have any Common Elements.

SECTION 4
ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

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

4.1 Membership. Each Owner shall be a member of the Association by virtue of Unit ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Units except that special allocations of Common Expenses shall be permitted as provided in Sections 6.1, 6.3, and 6.4.

4.3 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations, and interests, and the title to the Units, shall not be separated or conveyed separately. The allocation of the rights, obligations, and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote(s) allocated to such Unit at meetings of the Association provided, that if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the Bylaws may cast such vote(s). The voting rights of Owners are more fully described in Section 3 of the Bylaws.

SECTION 5
ADMINISTRATION

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

5.1 General. The operation and administration of the Association and the Property shall be governed by the Governing Documents, the Rules and Regulations, and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management, and control of the Property. The Association shall have all powers described in the Governing Documents, the Act, and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of the Governing Documents. The Association may arrange with others to furnish water, trash collection, sewer service, and other common services to each Unit.

5.3 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges, and liens set forth in the Governing Documents; (ii) maintaining, repairing, and replacing those portions of the Property for which it is responsible; and (iii) preserving the value and architectural uniformity and character of the Property.

5.4 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors, and assigns, and all secured parties as defined in the Act.

5.5 Bylaws. The Association shall have Bylaws. The Bylaws and any amendments thereto shall govern the operation and administration of the Association and shall be binding on all Owners and Occupants.

5.6 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.7 Rules and Regulations. The Board shall have the authority to approve, implement, and amend or revoke such reasonable Rules and Regulations as it deems necessary from time to time to operate and administer the affairs of the Association and regulate the use of the Property, provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. Notwithstanding the foregoing, any new or amended Rules and Regulations shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

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

SECTION 6
ASSESSMENTS FOR COMMON EXPENSES

6.1 General. Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion subject to the limitations set forth in this Section 6 and the requirements of the Bylaws. Assessments for Common Expenses shall include annual assessments under Section 6.2, insurance assessments under Section 6.5, and may include special assessments under Section 6.3 and limited allocation assessments under Section 6.4. Annual assessments shall be allocated among the Units equally, in accordance with the allocation formula set forth in Section 4.2. Special assessments under Section 6.3 shall be allocated to Units as set forth in that section. Limited allocation assessments under Section 6.4 shall be allocated to Units as set forth in that section.

6.2 Annual Assessments. Annual assessments shall be established and levied by the Board, subject only to the limitations set forth hereafter. Each annual assessment shall cover the anticipated Common Expenses of the Association for the year. Annual assessments shall be payable in equal monthly installments. Annual assessments shall provide, among other things, for an adequate reserve fund for the replacement of those parts of the Units for which the Association is responsible to replace. Notwithstanding any of the foregoing, the maximum annual assessment may not be increased by more than 10% above the maximum annual assessment for the previous fiscal year without approval by the vote of at least sixty-seven percent (67%) of those Owners voting, in person or by proxy, at a meeting called for that purpose

6.3 Special Assessments. In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units. Subject to the discretion of the Board of Directors, special assessments may be assessed equally against the Units per the allocation formula set forth in Section 4.2 or may be assessed against the Units based on actual cost incurred with respect to each Unit. Special assessments must be used only to defray in whole or in part: (i) the cost of any unforeseen or unbudgeted Common Expense; or (ii) the cost of any capital improvement to the Units. Special assessments do not include limited allocation assessments under Section 6.4, paragraphs (a) through (h), or insurance assessments under Section 6.5. Notwithstanding any of the foregoing, any special assessment levied under this section requires the approval by the vote of at least sixty-seven percent (67%) of those Owners voting, in person or by proxy, at a meeting called for that purpose

6.4 Limited Allocation Assessments. In addition to annual assessments and special assessments, the Board also has the authority to levy limited allocation assessments among fewer than all Units in accordance with the following requirements and procedures:

6.4.1 Any Common Expenses associated with the maintenance, repair, or replacement of a Limited Common Element undertaken by the Association shall be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned, on the basis of (i) equality; (ii) square footage of the area being maintained, repaired, or replaced; or (iii) the actual cost incurred with respect to each Unit.

6.4.2 Any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited, on the basis of (i) equality; (ii) square footage of the area being maintained, repaired, or replaced; or (iii) the actual cost incurred with respect to each Unit.

6.4.3 The costs of utilities may be assessed in proportion to usage.

6.4.4 Reasonable attorneys' fees and other costs if incurred by the Association in connection with: (i) the collection of assessments; or (ii) the enforcement of the Governing Documents or the Act against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.4.5 Fees, charges, late charges, fines, and interest may be assessed as provided in Section 515B.3-116(a) of the Act, and the same shall be treated in the same manner as assessments under Section 6.2, above.

6.4.6 Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.4.7 If the act or omission of any Owner or Occupant or their guests damages another Unit, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

6.4.8 If any installment of an assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.

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

6.5 Insurance Assessments. Insurance assessments shall be established and levied by the Board of Directors. Each insurance assessment shall cover all anticipated insurance premiums and costs incurred by the Association for that year. Insurance assessments may be payable in equal monthly installments or in any other manner directed by the Board of Directors. The cost of insurance may be assessed against each of the Units in proportion to value, risk, and coverage.

6.6 Liability of Owners for Assessments. The obligation of an Owner to pay assessments shall commence at the time at which the Owner acquires title to the Unit. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of their share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors, or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions, and remedies set forth in Section 14, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

6.7 Assessment Lien. The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines, and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11), and (12) of the Act are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.8 Foreclosure of Lien; Remedies. A lien for an assessment may be foreclosed against a Unit under the laws of the State of Minnesota: (i) by action; or (ii) by advertisement in a like manner as a mortgage containing a power of sale for the foreclosure of the mortgage by advertisement. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, mortgage, and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit. The commencement of an action to recover the sums is not an election of remedies if it is dismissed before commencement of foreclosure of the lien provided for by Section 515B.3-116 of the Act.

6.9 Lien Priority; Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a Unit except: (i) liens and encumbrances recorded before the Declaration; (ii) any first mortgage on the Unit; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, if: (i) a first mortgage on a Unit is foreclosed; and (ii) the first mortgage was recorded on or after June 1, 1994; and (iii) no Owner redeems during the Owner's period of redemption provided by Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to a lien in favor of the Association for unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-115(a), (e)(1) to (3), (f), and (i) of the Act that became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.10 Voluntary Conveyances; State of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid assessments and other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance by the buyer, unless expressly assumed by the buyer. However, the lien of such assessments shall remain against the Unit until satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the Unit, including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

6.11 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the annual assessment against each Unit for each assessment period and provide written notice thereof to each Unit Owner at least thirty (30) days in advance of such date or period.

SECTION 7
RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions that may be imposed by the Act or the Governing

Documents, the occupancy, use, operation, alienation, and conveyance of the Property shall be subject to the following restrictions.

7.1 General. The Property shall be owned, conveyed, encumbered, used, and occupied subject to the Governing Documents and the Act, as amended from time to time. All covenants, restrictions, and obligations set forth in the Governing Documents are in furtherance of a plan for the Property and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors, and assigns.

7.2 Compliance with Declaration, Bylaws, and Rules and Regulations. Each Unit Owner or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, and any Rules and Regulations of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, rules, or regulations, shall be grounds for action to recover sums due, for damages, or for injunctive relief.

7.3 Exterior Appearance of Building. No Unit Owner or occupant of any Unit shall cause or permit anything to be hung, displayed, or placed on the outside windows of any building (with the exception of draperies, blinds, and shades), on the outside of exterior doors, or on the outside walls or roof of such buildings; no exterior awnings, shutters, canopies, radio or television antennas shall be erected nor any signs affixed to or placed upon exterior walls or roofs or any part thereof, except as permitted under Section 7.11 hereof. Violations of this Section 7.3 are subject to the remedies provided in Section 8.3 hereof.

7.4 Subdivision Prohibited. Except as permitted by the Act, no Unit may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Units.

7.5 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for rental, transient, hotel, commercial, business, or other non-residential purposes, except as provided in Section 7.6. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than seven (7) days, any occupancy that includes services customarily furnished to hotel guests, or any occupancy pursuant to any service that enables people to list, find, and rent properties shall be presumed to be for rental, transient, hotel, commercial, business, or other non-residential purposes.

7.6 Business Use Restricted. No business, trade, occupation, or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained, or permitted in any Unit; except (i) an Owner or Occupant residing in a Unit may keep and maintain their business or professional records in such Unit and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Unit, and do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Unit by customers or employees, and (ii) the Association may maintain offices on the Property for management and related purposes.

7.7 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with, or impede the use of the Property by other Owners and Occupants and their guests.

7.8 Parking. All parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the Association. The use of parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.

7.9 Animals. No animal may be bred, kept, or maintained for business or commercial purposes anywhere on the Property. Notwithstanding the foregoing, Owners and Occupants shall have the right to keep common domestic pets such as dogs, cats, fish, birds, and the like, subject to the Board's right to reasonably regulate the same through Rules and Regulations.

7.10 Compliance with Law. No use shall be made of the Property that would violate any then-existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted that could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

7.11 Alterations. No alterations, changes, improvements, repairs, or replacements of any type, temporary or permanent, structural, aesthetic, or otherwise (collectively referred to as "alterations") shall be made, or caused or allowed to be made, by any Owner or Occupant, or their guests, in any part of the Unit that is visible from the exterior of the Unit, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board or the appointed committee, if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied. Violations of this Section 7.11 are subject to the remedies provided in Section 8.3 hereof.

7.12 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership that has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

7.13 Access to Units. In case of emergency, (defined as a situation in which the Association needs access for the purposes of abating or correcting any condition in the Unit that violates any governmental law, ordinance, or regulation, that may cause material damage to or jeopardize the safety of the common interest community, or that may constitute a health or safety hazard for occupants of Units) all Units are subject to an easement for access, without notice and at any time, by an officer or member of the Board, by the Association's agents or by any public safety personnel. Even in the event of an emergency, if possible, the Association will attempt to notify the Owner and/or Occupant of the need for emergency access to the Unit. Entry is also authorized for maintenance purposes under Section 9 and for enforcement purposes under Section 14.

7.14 Hazardous Activities and Waste: Alterations. Nothing shall be done or kept in any Unit that will increase the rate of insurance on the Property, or the contents thereof, or result in increased water, sewer, or other utility charges, without the prior written consent of the Board of Directors of the Association. No Unit Owner or occupant of a Unit shall permit anything to be done or kept in any Unit that will result in the cancellation of insurance on the Property, or contents thereof, or that will be in violation of applicable law or ordinance. No Unit Owners shall make any improvement or alterations to their Unit that impair that structural integrity or mechanical systems or lessen the support of any portion of the Property without the prior written approval of the Board of Directors of the Association, which written approval may be conditioned upon (i) the furnishing to the Association of complete plans and specifications for such alteration or improvement prepared by a licensed architect or engineer, and (ii) the furnishing to the Association of financial guarantees or assurances satisfactory to the Association that all claims for labor or material furnished in connection with such alteration or improvement will be fully paid and that no claims or liens will arise therefrom.

7.15 Satellite Dishes. No satellite dishes greater than eighteen inches (18") in diameter or any other antenna shall be affixed to any portion of the Property, nor shall any C-band antennae be erected on or affixed to any portion of the Property, without prior written consent of the Board. The Board of Directors of the Association may provide guidelines regarding the use, installation, and location of satellite dishes or other types of antennae.

7.16 Leasing. No Owner shall permit occupancy by another person other than such Owner of all or any portion of such Owner's Unit under any lease or other arrangement whatsoever (with the exception of occupancy of a Unit by an Owner's immediate family member, defined as an Owner's parent, step-parent, child, step-child, sibling, or step-sibling), including, without limitation, subleases and assignments of leases.

7.18 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than five (5) square feet advertising the property for sale.

7.19 Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time.

7.20 Master Association. The Property shall also be subject to any rules, regulations, or restrictions contained in the Master Declaration of the Master Association or any rules or regulations adopted by the Master Association.

SECTION 8
ARCHITECTURAL CONTROL

8.1 Restrictions on Alterations. One of the purposes of this Declaration is to ensure that those parts of the Units assigned to the Units that are visible from the exterior be kept architecturally attractive and uniform in appearance. Therefore, the following restrictions and requirements shall apply to alterations on the Property:

8.1.1 Except as expressly provided in this Section, no structure, building, addition, deck, patio, pool, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, decoration, color change, shrubbery, topographical, or landscaping change, nor any other improvements to or alteration of any Dwelling or any other part of a Unit (collectively referred to as "alterations"), shall be commenced, erected, or maintained, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials, and locations of the alterations shall have been approved in writing by the Board of Directors or a committee appointed by it for such purposes.

8.1.2 The criteria for approval shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type, and design in relation to existing improvements and topography; (ii) comparable or better quality of materials as used in existing improvements; (iii) ease of maintenance and repair; (iv) adequate protection of the Property, the Association, Owners, and Occupants from liability and liens arising out of the proposed alterations; (v) compliance with governmental laws, codes, and regulations; and (vi) substantial preservation of other Owners' sight lines and privacy. The Board or the committee appointed by it for such purposes shall be the sole judge of whether the criteria are satisfied.

8.1.3 Approval of alterations that encroach upon another Unit shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the alterations are approved; provided, that any easement for a deck or patio other than as originally constructed shall be approved by resolution of the Board of Directors and a file of such resolutions shall be maintained permanently as a part of the Association's records.

8.2 Review Procedures. The following procedures shall govern requests for alterations under the Section:

8.2.1 Detailed plans, specifications, and related information regarding any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board of Directors at least thirty (30) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.

8.2.2 The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within sixty

(60) days after receipt of said plans and specifications and all other information requested by the Board of Directors, the approval will not be required, and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the plans, specifications, and related information that were submitted.

8.2.3 The Board of Directors may require the Owner to sign an agreement detailing the Owner's obligations to maintain and repair the alterations and record the agreement with the county. The Owner will be responsible for the costs to draft the agreement and record it with the county.

8.2.4 If no request for approval is submitted, approval is denied, unless (i) the alterations are reasonably visible and (ii) no written notice of the violation has been given to the Owner in whose Unit the alterations are made, by the Association or another Owner, within six months following the date of completion of the alterations. Notice may be direct written notice or the commencement of legal action by the Association or an Owner. The Owner of the Unit in which the alterations are made shall have the burden of proof, by clear and convincing evidence, that the alterations were completed and reasonably visible for at least six months following completion and that the notice was not given.

8.3 Master Association. The Units are also subject to the architectural control provisions of the declaration of the Master Association.

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

8.5 Modifications to Allow Access to the Disabled. Subject to the provisions of applicable law, an Owner, at Owner's expense, may make improvements or alterations to a Unit as necessary for the full enjoyment of the Unit by any person residing in the Unit who has a handicap or disability, as provided in the Fair Housing Amendments Act, United States Code, Title 42, Section 3601, *et seq*., and the Minnesota Human Rights Act, Chapter 363, and any amendments to those acts. The Association may not prohibit such improvements or alterations referred to in this Section 8.4, but may reasonably regulate the type, style, and quality of the improvements or alterations, as they relate to health, safety, and architectural standards. In addition, improvements or alterations made pursuant to this Section 8.4 must satisfy the requirements of the Act.

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

SECTION 9
MAINTENANCE

9.1 Maintenance by Association. For the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall provide for certain limited exterior maintenance upon the Dwelling in each Unit that is subject to assessment as follows:

9.1.1 Roofs, gutters, and downspouts;

9.1.2 Exterior building surfaces including, exterior stone, fiber board cement siding, and painting;

9.1.3 Garage doors (except hardware); and

9.1.4 Lawn, shrub, and tree maintenance, including watering.

The Association's obligation to maintain exterior building surfaces shall exclude any other items not specifically referred to in this Section, unless otherwise approved under Section 9.3.

The Association shall have easements as described in Section 13 to perform its obligations under this Section.

9.2 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association under Section 9.1 or approved under Section 9.3, all maintenance of the Dwellings and Units, including, but not limited to, decks, front steps, railings, driveways, and sewer and water lines, shall be the sole responsibility and expense of the Owners thereof. Unit Owners shall also be responsible to maintain, repair, and replace, at their sole cost and expense, the water valves serving each of the individual Units. The Owners and Occupants have a duty to promptly notify the Association of defects in or damage to those parts of the Property that the Association is obligated to maintain. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The

Association may also undertake any exterior maintenance that the responsible Owner fails to or improperly performs and assess the Unit and the Owner for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit pursuant to Section 6 of this Declaration.

9.3 Optional Maintenance by Association. In addition to the maintenance described in Section 9.1, the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior maintenance to the Units or Dwellings.

9.4 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of any Owner or Occupant, or their guests, or by a condition in a Unit that the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so), and the cost thereof may be assessed against the Unit of the Owner responsible for the damage.

9.5 Snow Removal. Subject to assessment, the Association shall provide for snow removal from the driveways, walkways, and parking areas for all Units. The Board of Directors, in its discretion, may create rules and regulations on when and how the Association removes snow throughout the Property, including on the Unit.

9.6 Contract for Trash Removal. In the event that the City stops providing such services, the Association may contract with a single provider for the removal and disposal of garbage, trash, and other solid waste from all Units in accordance with this Declaration. In the event that the Association arranges to provide such services, each Owner shall be obligated to pursue such services from the provider designated by the Association upon the terms, conditions and rates negotiated by the Association. In the event that any Owner requests any services not included within the basic/general charges of the provider, the Owner, upon written demand by the Association, shall reimburse the Association for any charges for such services, plus all related costs, including interest, attorney fees, and administrative charges of the Association, and if not paid by Owner, such charges shall be a lien against the Lot. Any charge, lien or claim pursuant to this Article shall not be subject to any maximum increase in general assessments.

9.7 Maintenance Responsibilities Defined by Board of Directors. Notwithstanding any provisions to the contrary, the Board of Directors shall have the sole and exclusive authority to define the scope of maintenance and repair to be provided by the Association. The Board of Directors is hereby vested with the authority to interpret the Governing Documents and rule on any ambiguities contained therein. The Owners shall be legally bound by any decisions of the Board of Directors pertaining to the determination of the Association's maintenance obligations and the scope and extent thereof.

SECTION 10

(Intentionally Omitted)

SECTION 11
INSURANCE

11.1 Required Coverage. The 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:

11.1.1 Property insurance, as follows:

11.1.1.1. Property insurance on the Property, 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, including all building service equipment and machinery less deductibles, but not including: (i) land, footings, excavation, and other items normally excluded from coverage; (ii) the following items within the Units, in accordance with the Act: 1) ceiling or wall finishing materials; 2) floor coverings; 3) cabinetry; 4) finished millwork; 5) electrical or plumbing fixtures serving a single Unit; 6) built-in appliances; and 7) other improvements and betterments within Units, regardless of when installed. If any improvements or betterments are covered, any increased cost for insurance premiums or for any other costs pertaining thereto, may be assessed by the Association against the Units affected. The Association may, in the case of a claim for damage to a Unit or Units, (i) pay the deductible amount as a common expense; (ii) assess the deductible amount against the Units affected in any reasonable manner; or (iii) require the Unit Owners of the Units affected to pay the deductible amount directly.

11.1.1.2. The policy or policies shall cover personal property owned by the 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, coverages, and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Federal Housing Administration (FHA) or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing, or financing a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer, or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect

11.1.2 Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property, with minimum limits of $1,000,000 per occurrence and $5,000,000 per annum, against claims for death, bodily injury, and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location, and use to the Property. The policy shall contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. The policy shall include such additional endorsements, coverages, and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing, or financing a mortgage on a Unit.

11.1.2 Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, property managers, trustees, employees, or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase or financing of a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA 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 Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond 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.

11.1.3 Workers' Compensation insurance as required by law.

11.1.4 Directors' and officers' liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.

11.1.5 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

11.2 Premiums; Improvements; Deductibles. As provided in Sections 6.5, all insurance premiums shall be assessed and paid as an Insurance Assessment. However, the Association may, in the case of a claim for damage to a Unit: (i) pay the deductible amount as a Common Expense; (ii) assess the deductible amount against the Units affected in any reasonable manner; or (iii) require the Owners of the Units affected to pay the deductible amount directly. The Association's decision as to who shall be charged with paying the deductible amount may, but need not, be based on fault.

11.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, that suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle, and collect upon any claims or losses under any insurance policy maintained by the Association.

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

11.4.1 The insurer waives its right to subrogation under the policy against any Unit Owner, Unit Occupant, or any member of the Owner's or Occupant's household, and against the Association, its officers, and members of the Board of Directors, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

11.4.2 Coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

11.5 Cancellation; Notice of Loss. Comprehensive liability insurance policies maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least sixty (60) days prior written notice to the Association, to the FHA or FNMA (if applicable), and all Eligible Mortgagees.

11.6 Restoration in Lieu of Cash Settlement. Any loss covered by the property policy under Section 11.1.1 of this Declaration shall be adjusted by and with the Association. The insurance proceeds for that loss shall be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Units. If there is a surplus of proceeds after the Units have been completely repaired or restored or the common interest community is terminated, the Board of Directors may retain the surplus for use by the Association or distribute the surplus among the Owners on an equitable basis as determined by the Board.

11.7 Owner's Personal Insurance. All Owners shall obtain additional personal insurance coverage (commonly known as "gap coverage" or an HO6 policy) at their own expense covering fire and other casualty to the interior of the Unit, personal property, and personal liability, in an amount at least equal to the deductible portion of the Association's Master Policy. All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association except as to deductible amounts or other items not covered under the Association's policies. The Association may require proof of such insurance coverage on not less than an annual basis.

11.8 Destruction or Permanent Damage and Loss. Any portion of the Property which is damaged or destroyed as the result of a loss covered by the association's insurance shall be promptly repaired or replaced by the association unless:

11.8.1 The common interest community is terminated and the Association votes not to repair or replace all or part thereof, 11.8.2 Repair or replacement would be illegal under any state or local health or safety statute or ordinance, or

11.8.3 Eighty percent (80%) of the Unit Owners vote not to rebuild.

11.9 The Cost of Repair. The costs of repair or replacement of a Unit in excess of insurance proceeds shall be paid by the respective Unit Owner. If less than the entire Property is repaired or replaced, then the insurance proceeds attributable to Units which are not rebuilt shall be distributed to the owners of those Units, and the secured parties of those Units, as their interests may appear. The remainder of the proceeds shall be distributed to all the Unit Owners and secured parties as their interests may appear in proportion to their common expense liability.

11.10 Loss of Unit or Units. If the Unit Owners and holders of first mortgages vote not to rebuild a Unit, that Unit's votes in the Association and common expense liability are automatically reallocated upon the vote as if the Unit had been condemned under Minn. Stat. §515B. 1-107, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of the Act and Section 12 of this Declaration, if the Association is terminated, insurance proceeds not used for repair or replacement shall be distributed in the same manner as sales proceeds pursuant to Minn. Stat. §515B.2-119.

SECTION 12
RECONSTRUCTION, CONDEMNATION, AND EMINENT DOMAIN

12.1 Reconstruction. The obligations and procedures for the repair, reconstruction, or disposition of the Property following damage to 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. Notice of substantial damage or destruction shall be given pursuant to Section 17.3.

12.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern provided that: (i) the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements, or agreements; and (ii) any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of the affected Units. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

12.3 Termination and Liquidation. The termination of the common interest community, and the distribution of any proceeds there from, shall be governed by the Act. Any distribution of funds shall be based upon the value of the Units as determined by their relative value for property insurance purposes and shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act.

12.4 Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees pursuant to Section 17.3.

12.5 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination, or liquidation of the common interest community, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations, and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interests may appear, in accordance with the Act.

SECTION 13
EASEMENTS

13.1 Easement for Encroachments. Each Unit, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, porches, patios, utility installations, and other appurtenances (i) that are part of the original construction of the adjoining Unit or the Property, or (ii) that are added in compliance with Section 8. If there is an encroachment by a Dwelling, or other building or improvement located in a Unit, upon another Unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment, and habitation of any encroaching Dwelling, building or improvement, and for the maintenance thereof, shall exist; provided that with respect to improvements or alterations added pursuant to Section 8, no easement shall exist unless the same have been approved, and the proposed improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.2 Easement for Maintenance, Repair, Replacement, and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive appurtenant easement on and over the Units for the purposes of maintenance, repair, replacement, and reconstruction of the Dwellings and other improvements located with the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Act and the Governing Documents and for the purposes of abating or correcting any condition in the Unit that violates any governmental law, ordinance, or regulation, that may cause material damage to or jeopardize the safety of the common interest community, or that may constitute a health or safety hazard for occupants of Units.

13.3 Utilities Easements. The Property shall be subject to non-exclusive appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair, and replacement of all utilities, such as natural gas, electricity, cable TV, and other electronic communications, water, sewer, and similar services, and metering and control devices, that exist or are constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded or properly filed instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive easement in favor of the other Units for all such utilities and services, provided, that the utilities and services shall be installed, used, maintained, and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.

13.4 Project Sign Easements. Those parts of the Property on which monument signs identifying the common interest community or related decorative improvements are located shall be subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair, and replacement of said signs and improvements. In exercising its rights under said easements, the Association shall take reasonable care to avoid damaging the improvements to the Property.

13.5 Easement for Mailboxes. Easements exist over each Unit on which a mailbox facility is located in favor of the Owners of all Units served by such mailbox facility for purposes of access to the mailbox facility.

13.6 Easement for Driveways. Exclusive and perpetual easements for driveways exist for driveway and turning purposes, 16.0 feet in width, lying 8.0 feet on each side of the centerline described below. The burdened and benefited parcels are lying within TPC Fifth Addition (CIC NO. 49), Anoka County, Minnesota and described below:

Benefited Lots	Centerline of Driveway and Turning Easement	Burdened Lots
1. Lots 1 and 2, Block 1	Commencing at the NE corner of Lot 1, Block 1, which is also the SE corner of Lot 2, Block 1, thence easterly along the common boundary line between said lot a distance of 55.5 feet and there terminating.	Lots 1 and 2, Block 1
2. Lots 3 and 4, Block 1	Commencing at the most easterly corner of Lot 3, Block 1, which is also the most southerly corner of Lot 4, Block 1, thence northwesterly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 3 and 4, Block 1
3. Lots 1 and 2, Block 2	Commencing at the NW corner of Lot 1, Block 2, which is also the SW corner of Lot 2, Block 2, thence south-easterly a distance of 55.5 feet and there terminating.	Lots 1 and 2, Block 2
4. Lots 1 and 2, Block 4	Commencing at the NE corner of Lot 1, Block 4, which is also the SE corner of	Lots 1 and 2, Block 4

	Lot 2, Block 4, thence northwesterly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	
5. Lots 3 and 4, Block 4	Commencing at the most northerly corner of Lot 3, Block 4, which is also the most easterly corner of Lot 4, Block 4, thence southwesterly along the common boundary line between said lot a distance of 55.5 feet and there terminating.	Lots 3 and 4, Block 4
6. Lots 5 and 6, Block 4	Commencing at the NW corner of Lot 5, Block 4, which is also the NE corner of Lot 6, Block 4, thence southwesterly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 5 and 6, Block 4
7. Lots 7 and 8, Block 4	Commencing at the NW corner of Lot 7, Block 4, which is also the NE corner of Lot 8, Block 4, thence southerly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 7 and 8, Block 4
8. Lots 1 and 2, Block 5	Commencing at the NW corner of Lot 1, Block 5, which is also the SW corner of Lot 2, Block 5, thence southeasterly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 1 and 2, Block 5
9. Lots 3 and 4, Block 5	Commencing at the NW corner of Lot 3, Block 5, which is also the SW corner of Lot 4, Block 5, thence easterly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 3 and 4, Block 5
10. Lots 5 and 6, Block 5	Commencing at the most westerly corner of Lot 5, Block 5, which is also the most southerly corner of Lot 6, Block 5, thence northwesterly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 5 and 6, Block 5
11. Lots 7 and 8, Block 5	Commencing at the most westerly corner of Lot 7, Block 5, which is also	Lots 7 and 8, Block 5

	the most southerly corner of Lot 8, Block 5, thence northeasterly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	
12. Lots 9 and 10, Block 5	Commencing at the SW corner of Lot 9, Block 5, which is also the SE corner of Lot 10, Block 5, thence northerly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 9 and 10, Block 5
13. Lots 11 and 12, Block 5	Commencing at the SW corner of Lot 11, Block 5, which is also the SE corner of Lot 12, Block 5, thence northerly along the common boundary line between said lots a distance of 55.5 feet and there terminating.	Lots 11 and 12, Block 5
14. Lots 13 and 14, Block 5	Commencing at the SW corner of Lot 13, Block 5, which is also the SE corner of Lot 14, Block 5, thence northerly along the common boundary line between said lot a distance of 55.5 feet and there terminating.	Lots 13 and 14, Block 5
15. Lots 15 and 16, Block 5	Commencing at the most southerly corner of Lot 15, Block 5, which is also the most easterly corner of Lot 16, Block 5, thence northwesterly along the common boundary line between said lot a distance of 55.5 feet and there terminating.	Lots 15 and 16, Block 5

No parking shall be allowed within the boundaries of the driveway and turning easement. This easement is subject to the Association's easements described in the preceding sections.

13.7 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to their Unit. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or recorded and shall include reasonable access to the easement areas through the Units for purposes of maintenance, repair, replacement, and reconstruction.

13.8 Master Easements. The Property shall also be subject to any easements granted by the terms of the Master Declaration of the Master Association.

SECTION 14
COMPLIANCE AND REMEDIES

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

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

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

14.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

14.2.2 Impose late charges as determined by the Board for each past due assessment or installment thereof, and interest at up to the highest rate permitted by law.

14.2.3 In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

14.2.4 Impose reasonable fines, penalties, or charges for each violation of the Act, the Governing Documents, or the Rules and Regulations of the Association.

14.2.5 Enter any Unit in which, or as to which, a violation or breach of Governing Documents exists that materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing, or condition in the Unit that is causing the violation; provided, that any improvements that are a part of a Unit may be altered or demolished only pursuant to a court order or with the agreement of the Owner.

14.2.6 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Act.

14.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 14.2.4, 14.2.5, or 14.2.6 of this Section, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing as contemplated by the Act. The offender shall be given notice of the nature of the violation and the right to request a hearing in writing, and at least 10 days within which to request a hearing in writing. The hearing shall be scheduled by the Board and held within thirty (30) days of the Board's receipt of the written hearing request, and with at least 10 days prior written notice to the offender. If the offender fails to request a hearing or appear at the hearing, then the right to a hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing.

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

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

14.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair, or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against their Unit.

14.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 15
AMENDMENTS

This Declaration may be amended only by the consent of Owners of Units to which are allocated at least sixty-seven percent (67%) of the total votes in the Association. Consent of the Owners may be obtained by written ballot, in writing, or at a meeting of the Association duly held in accordance with the By-Laws. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded against the Property. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 16
(Intentionally Omitted)

SECTION 17
MISCELLANEOUS

17.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect, or impair in any manner whatsoever any other portion of this instrument or exhibits.

17.2 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.

17.3 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board of Directors, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, mailing if properly addressed with postage prepaid and deposited in the United States mail, or when sent via e-mail to an e-mail address designated pursuant to

Section 2.2 of the Bylaws; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

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

17.5 Conflict with Master Association. In the event with conflict between the Master Association documents and the Association documents such that compliance with both sets of documents is impossible, the provisions of the declaration of the Master Association shall control over the provisions of the declaration of the Association and the rules and regulations of the Master Association shall control over the rules and regulations of the Association.

17.6 Waiver. Failure by the Association or any Unit Owner to enforce any provision contained in this Declaration, the Bylaws, or the Rules and Regulations shall not be deemed a waiver of such right of enforcement.

[SIGNATURE PAGE FOLLOWS]

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

THE MASTERS AT
DEACON'S WALK ASSOCIATION

By: ______________________________

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 22 day of AUGUST, 2025 by BRIAN LOFTUS, the President of The Masters at Deacon's Walk Association, a Minnesota corporation, on behalf of the corporation.

Amanda C Rozeboom
Notary Public

Amanda C. Rozeboom
Notary Public
Minnesota
My Commission Expires 01/31/2029

THIS INSTRUMENT WAS DRAFTED BY:

Smith Jadin Johnson, PLLC
7900 Xerxes Avenue South, Suite 600
Bloomington, MN 55431
(952) 388-0289
www.sjjlawfirm.com

SECRETARY'S AFFIDAVIT

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The undersigned, Secretary of The Masters at Deacon's Walk Association, a Minnesota non-profit corporation, being first duly sworn on oath, hereby swears and certifies, pursuant to Minn. Stat. § 515B.1-116 and the Original Declaration, that this Amended and Restated Declaration has been duly approved by sixty-seven percent (67%) of the votes in the Association, in satisfaction of the requirements of the Original Declaration.

____
Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was subscribed and sworn to before me this 22 day of AUGUST, 2025, by DENISE ASCHENBACH, the Secretary of The Masters at Deacon's Walk Association, a Minnesota corporation, on behalf of the corporation.

____
Notary Public

Amanda C. Rozeboom
Notary Public
Minnesota
My Commission Expires 01/31/2029

THIS INSTRUMENT WAS DRAFTED BY:

Smith Jadin Johnson, PLLC
7900 Xerxes Avenue South, Suite 600
Bloomington, MN 55431
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COMMON INTEREST COMMUNITY NO. 55
A Planned Community

THE MASTERS AT DEACON'S WALK

EXHIBIT A TO AMENDED AND RESTATED DECLARATION

LEGAL DESCRIPTION OF PROPERTY

Lots 1 through 4, inclusive, Block 1; and
Lots 1 and 2, Block 2, in TPC Fifth Addition, Common Interest Community Number 49, Anoka County, Minnesota;

AND

Lots 1 through 8, inclusive, Block 4, and
Lots 1 through 16; inclusive, Block 5; all in TPC Seventh Addition, Common Interest Community Number 49, (initially platted as Outlot A, TPC Fifth Addition, Common Interest Community Number 49) Anoka County, Minnesota.