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COMMON INTEREST COMMUNITY NO. 45
Condominium

COACHMAN OAKS CONDOMINIUMS

AMENDED AND RESTATED DECLARATION

This Amended and Restated Declaration (the “Declaration”) of Coachman Oaks Condominiums is made, effective on the date of recording hereof, by Coachman Oaks Condominiums Association, a Minnesota nonprofit corporation (the “Association”), with the approval of the required number of votes of Owners (defined herein). This Declaration is made for the purpose of subjecting the Property (defined herein) to all portions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the “Act”), as a condominium.

WITNESSETH:

WHEREAS, there is recorded in the office of the County Recorder in and for Dakota County, Minnesota, that certain Declaration of Condominium Ownership of Coachman Oaks Condominiums as Document No. 608983, as amended and/or supplemented by Document Nos. 626709, 629214, and 635335 (collectively the “Existing Declaration”), and

WHEREAS, the Existing Declaration established a plan for the use, operation, maintenance, and preservation of the real estate described in Exhibit B attached hereto (the “Property”), and

WHEREAS, the Association and the Owners desire to provide for the preservation of the residential character, value, architectural style, and architectural uniformity 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 Existing Declaration in accordance herewith, and to subject the Property to all portions of the Act, and to the covenants, restrictions, easements, charges, and liens set forth herein, pursuant to the requirements and procedures prescribed by the Existing Declaration and Section 515B.1-102(d) of the Act, and

WHEREAS, the Property (i) is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest ownership; (ii) is not subject to a master association as defined in the Act; and (iii) does not include any shoreland, as defined in Minnesota Statutes Section 103F.205.

NOW THEREFORE, the Association, with the approval of the Owners of Units to which are allocated at least sixty-seven percent of the undivided interests in the Common Elements and of at least sixty-seven percent of the holders of the first mortgages against the Units, hereby declares that (i) this Declaration shall constitute covenants to run with the Property, and that the Property and all real estate that may be annexed 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, all of which shall be binding upon all Persons owning or acquiring any right, title, or interest therein and their heirs, personal representatives, successors, and assigns, and (ii) the Existing 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 “Act” means Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act, as amended.

1.2 “Assessments” means and refers to all assessments levied by the Association pursuant to Section 6 and pursuant to the Act, including, but not limited to, annual assessments, special assessments, and limited assessments.

1.3 “Association” means Coachman Oaks Condominiums Association, a Minnesota nonprofit corporation, whose members consist of all Owners.

1.4 “Board” means the Board of Directors of the Association as provided for in the Bylaws.

1.5 “Building” means each structure which is or becomes a part of the Property and which contains at least one Unit.

1.6 “Bylaws” means the Bylaws governing the operation of the Association, as amended from time to time.

1.7 “City” means the city of Eagan, Minnesota.

1.8 “Common Elements” means all parts of the Property except the Units, including all improvements thereon.

1.9 “Common Expenses” means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Common Expenses in the Governing Documents.

1.10 “Condominium” means the condominium established by the Existing Declaration, and subject to this Declaration, and known as Coachman Oaks Condominiums, Common Interest Community No. 45, Dakota County, Minnesota.

1.11 “Eligible Mortgagee” means any Person which owns a first mortgage on a Unit and which has requested in writing that the Association notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.12 “Governing Documents” means this Declaration, the Bylaws, and the Articles of Incorporation of the Association, as those documents may be amended from time to time, all of which shall govern the use and operation of the Property.

1.13 “Limited Common Elements” means a portion of the Common Elements allocated by the Declaration or by operation of Section 515B.2-102(d) or (f) of the Act for the exclusive use of one or more but fewer than all of the Units.

1.14 “Member” means a Person who is a member of the Association by virtue of being an Owner as defined in this Declaration. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.

1.15 “Occupant” means a Person, other than an Owner, in possession of, or residing in, a Unit.

1.16 “Owner” means a Person who owns a Unit, but excluding a contract for deed vendor, a mortgagee, a holder of reversionary interest in a life estate, and any other secured party within the meaning of the Act. The term “Owner” includes, without limitation, a contract for deed vendee, and a holder of a life estate.

1.17 “Person” means a natural individual, a corporation, a limited liability company, a partnership, a trustee, or other legal entity capable of holding title to real property.

1.18 “Plat” means one or more than one recorded plat depicting the Property pursuant to the requirements of Section 515B.2-110(c) of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, 508, or 508A, as applicable, including any amended or supplemental Plat recorded from time to time in accordance with the Act.

1.19 “Property” means all of the real property subjected to this Declaration, now or in the future, including all structures and improvements located thereon. The Property is legally described in Exhibit B attached hereto.

1.20 “Rules and Regulations” means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.

1.21 “Unit” means a part of the Property within a Building other than the Common Elements, including one or more than one room or enclosed space, designed and intended for separate ownership and use as a single family residence, as described in Section 2 and shown on the Plat.

Each term used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act. References to section numbers in this Declaration shall refer to sections of this Declaration, unless otherwise indicated.

SECTION 2

DESCRIPTION OF UNITS, BOUNDARIES, AND RELATED EASEMENTS

2.1 Units. There are two hundred twenty Units. 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; however, Units may be altered or combined as provided in the Act. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference. A schedule of the Units is set forth on Exhibit A attached hereto.

2.2 Unit Boundaries. The boundaries of each Unit shall be the interior unfinished surfaces of its perimeter walls, floors, and ceilings. Wallpaper, paint, ceiling texture, paneling, tiles, floor coverings, and other finishing materials adhered to the interior of the Unit boundaries shall be a part of the Unit; provided, that any load bearing portions of any interior or perimeter walls, columns, ceilings, or floors, and any common utility lines, pipes, ductwork, mechanical, electrical, or plumbing systems, or other common facilities serving more than one Unit, but located in or passing through a Unit, shall be Common Elements. The boundaries of each Unit shall also extend along the inside unfinished surfaces of the Unit's perimeter doors and windows, and their frames, and said perimeter doors, windows, and frames, and their hardware, shall be deemed to be Limited Common Elements appurtenant to such Unit. Subject to this Section and Section 3.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

2.3 Appurtenant Easements. The Units and the Common Elements shall be subject to and benefited by the easements described in Section 12.

SECTION 3

COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND OTHER PROPERTY

3.1 Common Elements. The Common Elements, and their characteristics are as follows:

3.1.1 All of the Property not included within the Units constitutes Common Elements. The Common Elements include those parts of the Property designated as Common Elements in this Declaration, on the Plat, or in the Act;

3.1.2 The Common Elements shall be subject to (i) certain easements as described in this Declaration and any other easements recorded against the Common Elements; (ii) the rights of Owners and Occupants in Limited Common Elements appurtenant to their respective Units; and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property;

3.1.3 Except as otherwise expressly provided in the Governing Documents, (i) no improvement, modification, construction, or change of the Common Elements shall take place by an Owner or Occupant without prior written authorization by the Board and (ii) all maintenance, repair, replacement, improvement, management, and operation of the Common Elements shall be the responsibility of the Association; and

3.1.4 Common Expenses for the maintenance, repair, replacement, management, and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 Limited Common Elements. The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, as described in this Declaration, the Plat, and the Act. The rights to the use and enjoyment of the Limited Common Elements are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units as follows:

3.2.1 Those items or areas designated as Limited Common Elements on the Plat or by the Act are allocated as indicated therein.

3.2.2 Improvements, if any, such as decks, patios, porches, balconies, shutters, awnings, exterior windows and doors, window boxes, chimneys, driveways, walks, doorsteps and stoops, constructed as part of the original construction to serve a single Unit or more than one Unit, and replacements and modifications thereof authorized pursuant to Section 7.10, located wholly or partially outside the Unit boundaries, are allocated exclusively to each Unit which they serve.

3.2.3 Chutes, flues, chimneys, ducts, pipes, wires, conduits, or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit which they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

3.2.4 Heating, ventilating, or air conditioning equipment serving one or more than one Unit, and located wholly or partially outside the boundaries of one or more than one Unit, are Limited Common Elements allocated to each Unit served by such equipment.

3.2.5 The recessed entryway area adjoining a Unit shall be a Limited Common Element allocated to that Unit; and the lighting serving the balcony, patio, or entryway adjoining a Unit shall be Limited Common Elements allocated to that Unit.

3.2.6 The two hundred twenty-nine garage stalls (collectively the "Garage Stalls," and individually a "Garage Stall"), as shown on the Plat, are Limited Common Elements. Pursuant to the terms of the Existing Declaration, certain Garage Stalls were allocated to certain Units as shown on the initial deed conveying the title to those Units. The Garage Stalls allocated to certain Units according to that mechanism are designated with an asterisk on Exhibit C attached hereto. The other Garage Stalls that are allocated to certain Units as shown on Exhibit C attached hereto shall be deemed to be allocated to those Units based upon the historical allocation recognized by the Association and the past and present Owners of those Units. The Association has the authority and power to use for its own purposes, or to assign, license, or lease to Owners or Occupants, each Garage Stall shown on Exhibit C attached hereto that is not allocated to a particular Unit as shown on that Exhibit C.

3.2.7 The two hundred thirty-seven storage lockers (collectively the “Storage Lockers,” and individually a “Storage Locker”), as shown on the Plat, are Limited Common Elements. Pursuant to the terms of the Existing Declaration, certain Storage Lockers were allocated to certain Units as shown on the initial deed conveying the title to those Units. The Storage Lockers allocated to certain Units according to that mechanism are designated with an asterisk on Exhibit D attached hereto. The other Storage Lockers that are allocated to certain Units as shown on Exhibit D attached hereto shall be deemed to be allocated to those Units based upon the historical allocation recognized by the Association and the past and present Owners of those Units. The Association has the authority and power to use for its own purposes, or to assign, license, or lease to Owners or Occupants, each Storage Locker shown on Exhibit D attached hereto that is not allocated to a particular Unit as shown on that Exhibit D.

3.3 Annexation of Additional Property. Other real property may be annexed to the Property, and subjected to this Declaration as additional Units, Common Elements, Limited Common Elements, or any combination thereof, by the vote of Owners of Units to which are allocated at least sixty-seven percent of the votes in the Association. Upon such approval, the Association shall be authorized to execute an amendment to the Declaration and to the Plat, if required, and all other documents necessary to complete the annexation of the other real property to the Property, on behalf of all Owners, secured parties, and any other Persons holding an interest in the Property, and to take all other actions necessary to complete such annexation. If additional Units are added to the Property, the voting rights and common expense obligations shall be reallocated among all Units in accordance with the formula set forth in Section 4.2.

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 solely by reason of owning a Unit, 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 of a Unit 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, Common Expenses and Undivided Interests. Voting rights, Common Expense obligations, and undivided interests in the Common Elements, shall be allocated to the Units based upon the percentages set forth in Exhibit A attached hereto, except that limited Assessments shall be permitted as provided in Section 6.

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 and obligations, and the title to the Units, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit shall be void. The allocation of the rights and obligations

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 allocated to such Unit at meetings of the Association. However, 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. 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 the Association 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 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 and the Rules and Regulations, (ii) maintaining, repairing, and replacing those portions of the Property and other property for which it is responsible, and (iii) preserving the value, and the architectural uniformity and character, of the Property.

5.3 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.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association, and shall be binding on all Owners and Occupants.

5.5 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. However, 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.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating 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. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7 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.

5.8 Resale Disclosure Certificates. Pursuant to Section 515B.4-107 of the Act, in the event of a resale of a Unit by an Owner, that Owner shall furnish to the purchaser a resale disclosure certificate containing the information required by Section 515B.4-107(b) of the Act. Pursuant to Section 515B.4-107(d) of the Act, the Association shall, within ten days (or within such other relevant timeframe set forth in the Act) after a request by an Owner or the Owner's authorized representative, furnish the resale disclosure certificate. The Association may charge a reasonable fee for furnishing the resale disclosure certificate and any documents related thereto.

SECTION 6

ASSESSMENTS

6.1 General. Assessments shall be determined and assessed against the Units by the Board, in its discretion, subject to the requirements and procedures set forth in this Section 6 and the Bylaws. Assessments shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3 and limited Assessments under Section 6.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 4.2. Limited 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 to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared by all Units in accordance with the allocation set forth in Section 4.2. Annual Assessments shall be payable in monthly or quarterly installments, as determined by the Board. Annual Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair, and replacement of those parts of the Property for which the Association is responsible, except to the extent that the maintenance, repair, or replacement is funded by limited Assessments pursuant to Section 6.4.

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 in accordance with the allocation set forth in Section 4.2. Among other things, special Assessments shall be used for the purpose of defraying in whole or in part (i) the cost of any unforeseen and unbudgeted Common Expense, (ii) general or specific reserves for

maintenance, repair, or replacement of any part of the Property, and (iii) the maintenance, repair, or replacement of any part of the Property, and any fixtures or other property related thereto.

6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board has the authority to (and, in certain instances set forth in this Section 6.4, shall) levy and allocate limited Assessments among only certain Units in accordance with the following requirements and procedures:

6.4.1 Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element may be assessed exclusively against each Unit or Units to which that Limited Common Element is assigned, in proportion to the respective Common Expense liability, or on such other fair basis determined by the Board.

6.4.2 Any Common Expense benefiting fewer than all of the Units, may, at the Board's discretion, be assessed exclusively against the Unit or Units benefited.

6.4.3 The costs of insurance maintained by the Association may be assessed in proportion to the square footage or actual cost per Unit, and the costs of common utilities may be assessed in proportion to usage (for waste, or otherwise) or such other reasonable allocation as may be approved by the Board.

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

6.4.5 Late charges, fines, and interest may be assessed as provided in Section 13.

6.4.6 Assessments levied under Section 515B.3-116(a) 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 any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests or invitees, the Association may assess the costs of repairing the damage, or any increase in insurance rates directly attributable to the Act or omission, exclusively against the Owner's Unit to the extent that the damage is not covered by insurance.

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

Assessments levied under Sections 6.4.2 through 6.4.7 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under Section 6.1 or 6.2.

6.5 Liability of Owners for Assessments. The Owner at the time an Assessment is payable with respect to that Owner's 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 Assessments 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.

6.6 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 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6, 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.

6.7 Foreclosure of Lien; Remedies. A lien for Assessments 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. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, 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 to its other remedies, 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.

6.8 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Existing 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, (ii) the first mortgage was recorded after June 1, 1994, and (iii) the Owner of the Unit does not redeem from the foreclosure during the Owner's period of redemption provided by Minnesota Statutes Chapter 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 or installments thereof levied pursuant to Sections 515B.3-115(a), (e)(1) to (3), (f), and (i) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.9 Real Estate Taxes and Assessments. Real estate taxes, special assessments, and other charges and fees which would normally be levied against the Common Elements by governmental authorities, shall be allocated equally among and levied against the Units, and shall be a lien against each Unit in the same manner as a lien for real estate taxes and real estate special assessments levied against the Unit alone.

6.10 Voluntary Conveyances; Statement 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 to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Unit until released. 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.

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 which 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, leased, 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 Subdivision or Conversion Prohibited. A Unit shall not be subdivided or converted by the Owner of the Unit into two or more Units, Limited Common Elements, Common Elements, or any combination thereof. Except as permitted by the Act, no part of the Common Elements may be subdivided, partitioned, or converted.

7.3 Residential Use. Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business, or other non-residential purposes, except as provided in Section 7.4. Any lease of a Unit for a period of less than twelve months, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

7.4 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 or the Common Elements, except as follows:

7.4.1 An Owner or Occupant residing in a Unit may maintain a home occupation in such Unit; provided, that such use (i) is incidental to the residential use; (ii) does not involve physical alteration or improvement of the Unit visible from the exterior of the Unit; (iii) is in compliance with all governmental laws, ordinances, and regulations; (iv) does not involve observable business activity such as signs, advertising displays, unusual numbers of deliveries, or unusual levels of pedestrian or vehicular traffic to and from the Unit; (v) does not involve employees, independent contractors, or consultants (other than an Owner or Occupant of the Unit); and (vi) does not otherwise involve activity which disturbs the quiet enjoyment of the other Units by their Owners or Occupants.

7.4.2 The Association may maintain offices on the Property for management and related purposes.

7.5 Leasing. The Condominium is intended and designed to be an Owner occupied single-family residential development. It is deemed to be in the long-term best interests of the Association and the Owners that the Condominium remain Owner occupied. Consistent with those objectives, each Unit must be owned exclusively for Owner occupancy, and not for investment or other purposes. Except as authorized by this Section 7.5, each Unit shall, at all times, (i) not be leased or rented (regardless of whether consideration is paid in connection with the lease or rental) and (ii) be occupied by at least one Owner of the Unit or be vacant (in the event that a Unit is owned by an entity other than a natural person (such as a corporation, partnership, limited liability company, or trust) the person entitled to occupy that Unit shall be a director or the holder of an equivalent position of that Owner, or the trustee or a beneficiary of a trust in the case of a trust). A Unit that is not occupied by an Owner of that Unit, and that is leased or otherwise occupied (for consideration or otherwise) by a person or entity other than an Owner of that Unit, as of the date of recording of this Declaration is referred to hereinafter as an "Exempt Unit."

7.5.1 Each Owner of an Exempt Unit shall be exempt from the leasing, rental, and occupancy restrictions set forth in this Section 7.5 (except for Section 7.5.3) as to the Exempt Unit until the date that each Owner of the Exempt Unit. The Association shall, as soon as practical after the recording of this Declaration, implement reasonable procedures by which each Owner must notify the Association in writing of the leasing, rental, and occupancy status of that Owner's Unit as of the date of recording of this Declaration and to verify the ownership status of that Unit.

7.5.2 The Association may, but is not obligated to, grant to an Owner an exemption to the leasing, rental, and occupancy restrictions set forth in this Section 5 upon written application by the Owner to the Association, under the following circumstances:

7.5.2.1 An Owner who is transferred out of the Minneapolis-St. Paul metropolitan area (including, but not limited to the City) by the Owner's employer, and who has a reasonable basis to believe that he or she will reoccupy that Owner's Unit within two years following the date of transfer, may allow occupancy of the Unit by a person other than the Owner only during the actual time period that the Owner is out of Minneapolis-St. Paul Metropolitan area (including, but not limited to, the City) due to said transfer, but only up to a maximum of two years following the first date of transfer. The Association may require that the Owner sign an agreement prior to transfer which describes the conditions for allowing that alternative occupancy arrangement.

7.5.2.2 An Owner who has been accepted for an educational program sponsored by a bona fide, accredited educational institution, or who has been granted a sabbatical leave for educational purposes, which will take the Owner out of the Minneapolis-St. Paul metropolitan area (including, but not limited to, the City), and who has a reasonable basis to believe that he or she will reoccupy that Owner's Unit within one year following the date of departure, may allow occupancy of the Unit by a person other than the Owner only during the actual time period that the Owner is out of Minneapolis-St. Paul Metropolitan area (including, but not limited to, the City) due to said educational reasons, but only up to a maximum of one year following the date of departure. The Association

may require that the Owner sign an agreement prior to departure which describes the conditions for allowing that alternative occupancy arrangement.

7.5.2.3 An Owner who has a family medical emergency, or who is the family's sole care giver, and must leave the Minneapolis-St. Paul metropolitan area (including, but not limited to, the City) in order to take care of a medical or care emergency, and who has a reasonable basis to believe that he or she will reoccupy that Owner's Unit within one year following the date of departure, may allow occupancy of the Unit by a person other than the Owner only during the actual time period that the Owner is out of Minneapolis-St. Paul Metropolitan area (including, but not limited to, the City) due to such leave, but only up to a maximum one year following the first date of the leave. The Association may require that the Owner sign an agreement prior to departure which describes the conditions for allowing that alternative occupancy arrangement.

7.5.2.4 An Owner who is a member of the United States military service who is transferred out of the Minneapolis-St. Paul metropolitan area (including, but not limited to, the City) by reason of such service, and who has a reasonable basis to believe that he or she will re-occupy that Owner's Unit within three years following the date of transfer, may allow occupancy of a person other than the Owner only during the actual time period that the Owner is out of Minneapolis-St. Paul Metropolitan area (including, but not limited to, the City) due to such service, but only up to a maximum of three years following the first date of the transfer. The Association may require that the Owner sign an agreement prior to departure which describes the conditions for allowing that alternative occupancy arrangement.

7.5.2.5 Upon request by an Owner, the Association may grant additional or extended exemptions to the leasing, rental, and occupancy restrictions set forth in this Section 7.5 based upon criteria for situations comparable to those described above. Those situations include, but may not be limited to, those involving Owners requesting to lease their Units to members of their family, or those involving an Owner who conveys all or a portion of the title to that Owner's Unit to that Owner's child, but which Owner continues to live in that Unit for a period of time. The Association may require that the Owner sign an agreement prior to departure which describes the conditions for leasing the Owner's Unit or allowing an alternative occupancy arrangement.

7.5.3 In the event an Owner is allowed to lease that Owner's Unit pursuant to the terms of this Section 7.5, the leasing shall be subject to the following additional conditions: (i) the Unit shall not be subleased, (ii) the Unit must be leased in its entirety (not by room; the Dwelling within the Unit shall not be leased separately from the balance of the Unit), (iii) the lease shall be in writing, (iv) unless otherwise required in connection with the financing, guarantee, or insuring of a Unit mortgage, and except for the leasing of a Unit owned by the Association and for a first mortgagee holding title to the Unit following a foreclosure of its mortgage against the Unit or the granting of a deed to the Unit in lieu of foreclosure, no lease shall be for a period less than twelve months, except for extenuating situations approved by the Board, (v) the lease shall provide that it is subject to the Governing Documents, the Rules and Regulations, and the Act (all as

may be amended from time to time), and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease, (vi) prior to occupancy of the Unit by the lessee(s), the Association shall receive a copy of the fully-signed lease along with a written list of the name and telephone number of each person who will occupy the Unit under the lease, and the absentee address of the leasing Owner, and (vii) the Unit shall not be leased for transient or hotel purposes (any lease of the Unit for a period of less than twelve months, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient or hotel purposes). The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of the Unit, consistent with this Section 7.5 and applicable law, including, but not limited to, (i) a requirement for a form addendum to be attached to each lease to assure that the rights and authority of the Association and Owners are recognized, and (ii) a requirement for the screening of lessees through a reputable, professional screening organization; provided, that such screening shall not violate federal, state, or local discrimination laws.

7.6 Delegation of Use. An Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Owner's Unit to Persons living in such Unit pursuant to a legal right of possession; provided, that such Persons shall be subject to the Governing Documents and the Rules and Regulations. If lessees, or other Persons other than the Owner or the Owner's family, have been given the legal right to possess the Owner's Unit, then those Persons shall have the right to use any common recreational facilities, parking, storage, and other amenities on the Property in lieu of the Owner and the Owner's family.

7.7 Parking. Garages and other 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 or by this Declaration. Garages shall not be converted to other uses or used for storage or other purposes which would prevent the parking of at least one mid-sized automobile. Subject to the provisions of this Section 7.7, the use of garage and other parking areas on the Property, and the types of vehicles and personal property permitted thereon and therein, shall be subject to regulation by the Association, including, without limitation, (i) the right of the Association to tow illegally stored or parked vehicles or to remove unauthorized personal property, and (ii) the time period that vehicles may be parked in other outside parking areas.

7.8 Animals. The Board shall have the exclusive authority to regulate or prohibit, by the Rules and Regulations, the keeping of animals on the Property; provided, that the Board may only permit dogs, cats, small birds, small fish, and other animals generally recognized as domestic household pets (collectively referred to as "pets") to be kept on the Property, subject to the conditions set forth in this Section.

7.8.1 Rules and Regulations may be adopted by the Association to regulate or prohibit pets on the Property, including, but not limited to, the type, size, and number of pets allowed to be kept in a Unit; provided, that such Rules and Regulations are not inconsistent with the Governing Documents.

7.8.2 Pets shall be kept solely as common domestic household pets, or as statutorily authorized "service animals" by handicapped persons, and not for any other purpose. No animal of any kind shall be raised or bred, or kept for business or commercial purposes, by any Person upon any part of the Property.

7.8.3 Pets shall not be allowed to make an unreasonable amount of noise, or to become a nuisance or a threat to the safety of Owners, Occupants, and their guests.

7.8.4 Pets shall be housed only within Units, and not within the Common Elements. No structure, fence, or enclosure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements or in any part of a Unit that affects or may affect another Unit or the Common Elements.

7.8.5 Pets shall be under control of an adult individual at all times when outside of the Unit.

7.8.6 Owners and Occupants keeping pets within their Units are responsible for the pet's behavior and for complying with municipal pet laws, ordinances, and regulations. An Owner is liable to the Association for the cost of repair of any damage to the Property, or the damages and expenses associated with any personal injury, caused by an animal (i) kept by that Owner on the Property, (ii) kept on the Property by an Occupant of that Owner's Unit, or (iii) brought upon the Property by a guest or invitee of that Owner or that Occupant. The owner of that animal (if not that Owner) shall also be liable for such costs, damages, and expenses.

7.8.7 The Board shall have authority to determine in its sole and absolute discretion whether a particular pet shall be permanently removed from the Property based upon the pet's behavior or the failure of the pet's owner to comply with (i) this Section 7, (ii) applicable governmental restrictions, laws, or ordinances, or (iii) any additional restrictions approved by the Board; provided, that such removal shall be subject to Section 13.3.

7.8.8. Any fine, or costs for repair or injury, imposed upon an Owner for a failure to comply with any pet restrictions shall be an Assessment against the Owner's Unit.

7.9 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units, subject to the rights of other Owners and Occupants to reasonable use of their respective Units and the usual and customary sounds generated thereby given the multi-family, apartment-style structure of the Building. Taking into consideration the nature of the Building structure, Owners and Occupants and their guests shall use and occupy the Property in such a manner as will not cause a nuisance or disturbance, nor unduly restrict, interfere with, or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.10 Compliance with Law. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which 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 Improvements. No improvements (as defined in Section 8) shall be made, or caused or allowed to be made, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or another Unit, or which 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. No Owner or Occupant shall (i) cause or permit any physical changes to his or her Unit that could jeopardize or impair the weather-tight soundness or safety of the Building, or any Building system, or other improvement located on the Property; or (ii) interfere with any easement affecting the Property.

7.12 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights, ownership, or right-to-use plans, which 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 an emergency which constitutes an immediate and material threat to the Property or to the health or safety of the Owners or the Occupants, all Units and the Limited Common Elements are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents, or by any public safety personnel. Entry is also authorized for maintenance purposes under Sections 9 and 12, and for enforcement purposes under Section 13.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 Restrictions on Improvements. One of the purposes of this Declaration is to ensure that those parts of the Units which are visible from the exterior, as well as the Limited Common Elements, be kept architecturally attractive, and consistent in appearance, and structurally sound. Therefore, except as set forth in Section 8.5, the following restrictions and requirements shall apply to improvements on the Property:

8.1.1 Subject to this Section 8, and subject to any laws to the contrary, no modifications, improvements, repairs, or replacements of any type, whether temporary or permanent, structural, aesthetic, or otherwise (collectively referred to as "improvements"), including, but not limited to, any structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, flag, display, decoration, color change, shrubbery, material topographical or landscaping change, or any other exterior improvements to or of a Unit or a Limited Common Element, shall be made, or caused or allowed to be made, by any Owner or Occupant, or their invitees, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or another Unit, or which is visible from the exterior of the Unit, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials, and locations of the improvements shall have been approved in writing by the Board.

8.1.2 The Board may appoint, supervise and disestablish an architectural committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section 8, in which case the references to the Board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board.

8.1.3 The Board shall establish the criteria for approval of improvements, which shall (i) adequately protect the Property, the Association, and the Owners and Occupants, from liability and liens arising out of the proposed improvements or any construction activity in connection therewith, and (ii) comply with all governmental laws, codes, and

regulations. The criteria for approval of improvements shall include and require, at a minimum:

8.1.3.1 substantial uniformity of color, location, type, and design in relation to existing structures and topography,

8.1.3.2 comparable or better quality of materials as used in existing improvements on the Property,

8.1.3.3 ease of maintenance and repair,

8.1.3.4 adequate protection of the Property, the Association, the Owners, and the Occupants from liability and liens arising out of the proposed improvements,

8.1.3.5 substantial preservation of other Owners' sight lines, if material, and

8.1.3.6 compliance with governmental laws, codes, and regulations.

8.1.4 The Board, or the appointed architectural committee if so authorized by the Board, shall be the sole judge of whether such criteria are satisfied. The purpose of the criteria established by the Board shall be (i) to preserve the architectural style and uniformity, the quality and value of the Property, and (ii) to protect the Association and the Owners from undue liability arising out of the alterations or any construction activity in connection therewith.

8.1.5 Improvements may be made in compliance with Section 515B.2-113 of the Act, and relocation of the boundaries of the Units may be made in compliance with Section 515B.2-114 of the Act.

8.1.6 Approval of improvements that encroach minimally upon another Unit or the Common Elements or which essentially continue an existing encroachment created in the course of construction of the Building and Units, shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the improvements are approved, notwithstanding any contrary requirement in the Governing Documents or the Act. A file of the resolutions approving all improvements shall be maintained permanently as a part of the Association's records.

8.2 Review Procedures. The following procedures shall govern requests for improvements under this Section 8:

8.2.1 Detailed plans, specifications, and related information regarding any proposed improvement, in form and content acceptable to the Board, shall be submitted to the Board (or the committee) at least sixty days prior to the projected commencement of construction. No improvements shall be commenced prior to approval.

8.2.2 The Board (or the committee) shall give the Owner written notice of approval or disapproval. If the Board (or the committee) fails to approve or disapprove within sixty days after receipt of said plans and specifications and all other information requested by the Board (or the committee), then approval shall be deemed to be granted;

provided, that the improvements are done in accordance with the plans, specifications, and related information which were submitted.

8.2.3 If no request for approval is submitted, approval shall be deemed to be denied.

8.3 Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section 8 and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement incurred by the Association, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against each of the Owner's Units and be 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 Building or that Unit to the prior condition if any improvements were made in violation of this Section 8, and the cost of such restoration shall be a personal obligation of the Owner and a lien against each of the Owner's Units.

8.4 Owner Responsibility/Indemnity. An Owner who causes an improvement to be made, regardless of whether the improvement is approved by the Board, shall be responsible for the construction work and any claims, damages, losses, or liabilities arising out of the improvement. The Owner, and not the Association, is responsible for determining whether any improvement is in violation of any restriction imposed by any governmental authority having jurisdiction over any portion of the Property. The Owner shall hold harmless, indemnify, and defend the Association, and the Association's officers, directors, committee members, and management agents, 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 improvement which violates any governmental laws, codes, ordinances, or regulations, (ii) the adequacy or inadequacy of the specifications or standards for construction of the improvement, and (iii) the construction of the improvement.

8.5 Exemptions. The requirements set forth in this Section 8 (except Section 8.4) shall not apply to the following:

8.5.1 The installation of the following antennas within a Unit or within a Limited Common Element, as permitted by applicable law: (i) one antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or (ii) any antenna for receiving television broadcast signals. However, the Board or a committee appointed by it, may require that the antenna be installed so as to minimize its visibility from the front of the Unit and otherwise camouflage its appearance, unless such requirements would (i) unreasonably delay installation, (ii) unreasonably increase the cost of installation, maintenance, or use of the antenna, or (iii) preclude reception of an acceptable quality signal. Such installation shall be subject to all governmental laws, codes, and ordinances, including any limit on the height of television broadcast antennas. The Board shall have authority to impose further, reasonable related requirements consistent with law. The Owner or Occupant of the Unit shall perform and pay for the installation, maintenance, and repair of the installation.

8.5.2 Improvements permitted by the Rules and Regulations.

SECTION 9

MAINTENANCE

9.1 Maintenance by Association The Association shall provide for all maintenance, repair, and replacement (collectively referred to as “maintenance” or “maintain”) of the Common Elements and the Limited Common Elements, subject to the following qualifications:

9.1.1 The cost of maintenance of a Limited Common Element required to be undertaken by the Association may be assessed against each Unit to which the Limited Common Element is allocated. The Association may assign to an Owner the obligation for maintenance of a Limited Common Element allocated to the Owner’s Unit. However, if the Owner fails to adequately perform the maintenance, the Association may enter the Limited Common Element and the Unit, perform the maintenance, charge the Owner for the cost of the maintenance, and assess the Owner’s Unit for such cost. The Association shall have an easement on, over, and through that Unit and the Limited Common Element for purposes of performing said maintenance.

9.1.2 The Association shall be responsible for incidental damage caused to a Unit or its Limited Common Elements by work undertaken by the Association pursuant to this Section.

9.1.3 If damage to the Common Elements, the Limited Common Elements, or other Units, is caused by an Owner, an Occupant in that Owner’s Unit, any guest or invitee of that Owner or Occupant, or by any condition in the Unit or Limited Common Elements allocated to the Unit which the Owner or Occupant has caused or allowed to exist, then the Association may repair the damage or correct the condition, charge the Owner for the cost of the maintenance, and assess the cost thereof against each Unit owned by the responsible Owner. The Association shall have an easement on, over, and through that Unit and the Limited Common Elements for the purposes of performing said repair or correction.

9.1.4 Notwithstanding the assignment of any maintenance obligations to a Unit Owner, the Association shall have authority to approve any maintenance which affects any part of the Property other than the Unit, which may impair any easement, or which alters the appearance of the Property as seen from outside of the Unit.

9.2 Costs of Maintenance by Association. All maintenance performed by the Association under this Section 9 shall be funded by annual Assessments or, if necessary, special Assessments, unless otherwise provided in this Section 9. Notwithstanding the foregoing, the Association reserves the right to levy and allocate the cost of any maintenance performed under this Section 9 to one or more than one Unit, pursuant to Section 6.4.

9.3 Owner Responsibility. The Owner shall, at the Owner’s expense, be responsible for maintenance, repair, and replacement as follows:

9.3.1 To maintain all portions of the Owner’s Unit in good, clean, sanitary, and repaired condition, and to maintain the Limited Common Elements allocated to each Unit owned by the Owner and as assigned to the Owner under Section 9.1.1;

9.3.2 To perform those responsibilities in such a manner as not to damage the Property, or unreasonably disturb or cause a hazard to other Persons occupying or using the Property; and

9.3.3 To promptly pay or reimburse the Association for any costs incurred by the Association for the repair of any damage to the Common Elements, the Limited Common Elements, or other Units, caused by the Owner or the Occupant, or by any guest or invitee of such Owner or Occupant, or caused by any condition in the Unit or the Limited Common Elements which the Owner or the Occupant has allowed to exist.

The Association may undertake any maintenance of a Unit which 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. Owners and Occupants shall promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Board may require that the Owners perform their maintenance obligations in accordance with standards established by the Association.

9.4 Waste of Common Utilities or Commonly Metered Utilities. An Owner or Occupant of a Unit shall not cause waste, or unreasonable use, of common utilities or utilities that serve the Unit but which are commonly metered. In the event the Association determines that such waste or unreasonable use is occurring, the Association shall have the authority to levy against the Unit (under Section 6.4, or otherwise), and charge to that Owner, the costs, charges, and fees (whether billed by the utility provider, or otherwise) associated with that waste or unreasonable use. Such costs, charges, and fees shall be calculated by the Association using reasonable methods. Notwithstanding any provision to the contrary in this Declaration, the Association may repair or correct any condition (and enter upon any Unit and Limited Common Element to do so) causing the waste or unreasonable use. The cost of the repair or correction may, at the Board's discretion, be assessed against the Unit, and may, at the Board's discretion, be the personal obligation of the Owner of the Unit and a lien against the Unit

9.5 Duty to Report Defects. Owners or Occupants shall promptly report to the Association any defect or need for repair to those parts of the Property which the Association is obligated to maintain.

9.6 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Declaration, 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 an Owner or Occupant, the guest or invitee of an Owner or Occupant, or by a condition in or on the Property which the Owner or the 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 and Limited Common Element to do so). The cost of the repair or correction may be assessed against the Unit of the Owner responsible for the damage, and shall be a personal obligation of the Owner and a lien against that Owner's Unit.

SECTION 10

INSURANCE

10.1 Required Coverage. The Association shall obtain and maintain, at a minimum, one or more than one master policy of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by one or more than one reputable insurance company authorized to do business in the state of Minnesota, as follows:

10.1.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent of the insurable “replacement cost” of the Property, exclusive of: (i) deductibles and (ii) land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The Association, at its sole discretion, may or may not insure the following items: ceiling and wall finishing materials, floor coverings, cabinetry, finished millwork, electrical or plumbing fixtures serving a single Unit, built-in appliances, improvements and betterments regardless of when installed, and any other items referred to in Section 515B.3-113(b)(i) through (vii) of the Act, but must do so if required by the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”), the Federal Housing Administration (“FHA”), or the Secretary of Veteran’s Affairs (“VA”). 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 FHA, VA, FNMA, or FHLMC 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, VA, FNMA, or FHLMC, obligating the Association to keep certain specified coverages or endorsements in effect.

10.1.2 Commercial general liability insurance covering the use, operation, and maintenance of the Common Elements, with minimum limits of one million dollars per occurrence, against claims for death, bodily injury, 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 which 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, VA, FNMA, or FHLMC as a precondition to their insuring, purchasing, or financing a mortgage on a Unit.

10.1.3 Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees, or persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required by the regulations of any financing-related institution as a precondition to the purchase, insuring, guarantee, or financing of a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured, and shall comply with the regulations of the FNMA, FHLMC, FHA, or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring, or guarantee of a

mortgage on a Unit. 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.

10.1.4 Workers' Compensation insurance as applicable and required by law.

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

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

10.2 Premiums; Improvements; Deductibles. Except as provided in Section 6.4, all insurance premiums shall be assessed and paid as part of an annual Assessment. If improvements and betterments to the Units are covered by the Association's property insurance, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to one or more than one Unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against one or more than one Unit affected in any reasonable manner, or (iii) require the Owners of one or more than one Unit 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. Notwithstanding anything to the contrary in this Section 10, the Association may, in the case of claim against the Association's property insurance, assess the deductible amount against all of the Units equally in the event that the deductible amount is calculated by the insurance company based upon the percentage of the value or cost (replacement or otherwise) of one or more than one Unit or Building.

10.3 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, which 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.

10.4 Required Policy Provisions. All policies of property insurance carried by the Association shall provide, if practicable, that:

10.4.1 Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

10.4.2 The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.

10.4.3 The coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the 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.

10.4.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary.

10.5 Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days prior written notice to the Association, the insureds, and to all secured parties holding first mortgages on Units.

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

10.7 No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners or their mortgagees.

10.8 Owner's Personal Insurance. Each Owner shall obtain and maintain additional personal insurance coverage (commonly known as "gap coverage" or an "HO6" policy) at his or her own expense covering fire and other casualty to the interior of the Unit, and the Owner's personal property and personal liability. 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. Upon request by the Association, an Owner shall immediately provide to the Association a copy of the certificate(s) of insurance coverage evidencing the insurance required by this Section 10.8.

SECTION 11

RECONSTRUCTION, CONDEMNATION, AND EMINENT DOMAIN

11.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved. Notice of substantial damage or destruction shall be given as provided in Section 15.10.

11.2 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, (i) that notice shall be given as provided in Section 15.10, (ii) that the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements, or agreements and (iii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units and Garage 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.

11.3 Termination and Liquidation. The termination of the Condominium, and the distribution of any proceeds therefrom, shall be governed by the Act. Any distribution of funds shall be based upon the value of the Units as determined by their relative undivided interests in the Common Elements, and shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act.

11.4 Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees entitled to notice under Section 15.10.

11.5 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination, or liquidation of the Condominium, 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 12

EASEMENTS

The following appurtenant easements and rights are hereby granted, conveyed, dedicated, and reserved on, over, under, and across the Property, as applicable.

12.1 Utilities, Services, and Operating Systems. The Common Elements and the Units shall be subject to and benefited by nonexclusive easements in favor of the City, the Association, and all utility companies and other service providers for the installation, use, maintenance, repair, and replacement of all utilities, services, and common operating systems, such as natural gas, electricity, cable TV, security, telephone and other electronic communications, water, sewer, wells, and similar services, fire control systems and other common operating systems, and metering and control devices, which exist, which are constructed as part of the Property, which are approved by the City, which are approved by the Association under authority contained in the Governing Documents or the Act, or which are described or referred to in the Plat, this Declaration, or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to and benefited by a non-exclusive easement in favor of the other Units, the Common Elements, and the Association for all such utilities, services, fire control systems, and other common operating systems. Utilities and related services or systems 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 a Building, the Units, or the Common Element improvements.

12.2 Encroachments. There is an exclusive easement for encroachments for the benefit of the encroaching improvement in the event that a Building or any other improvement now or hereafter constructed on the Property encroaches upon an adjoining Unit or the Common Elements due to nonmaterial inaccuracies in survey, construction, reconstruction, settlement, movement, or the like. The easement shall continue for as long as the encroachment exists and shall not affect the marketability of title to the Unit. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching improvements.

12.3 Structural Support Easements. Units shall be subject to and be the beneficiary of perpetual, non-exclusive easements for structural support in all walls, columns, joists, girders, and other structural components located in another Unit or the Common Elements.

12.4 Access. Each Unit shall be the beneficiary of a nonexclusive easement for access to and from public roadways and walkways on and across those portions of the Common Elements designated for use as driveways or walkways, as originally constructed, shown on the Plat, or otherwise designated by the Association, subject to any restrictions authorized by the Governing Documents or the Rules and Regulations.

12.5 Maintenance, Repair, Replacement, and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, and the Common Elements and Limited Common Elements, shall be subject to and benefited by the nonexclusive easements in favor of the Association and its agents for the maintenance, repair, replacement, and reconstruction of the Common Elements, the Units, and other improvements located within the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations and authority under the Governing Documents. Each Owner shall afford to the Association and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the Owner's Unit and its Limited Common Elements for maintenance, repair, and replacement; provided, that access to the Unit and its Limited Common Elements may be had without notice and at any time in case of an emergency.

12.6 Public Safety and Health Access. There are nonexclusive easements in favor of the City and other applicable governmental authorities or agencies as shall from time to time have jurisdiction over the Property, on and across drives, walkways, parking areas, and other open space areas of the Property for reasonable access to perform such duties related to law enforcement, fire protection, life safety, health, and sanitation as are reasonably required from time to time. Such easements shall include access through and into the affected Units and Limited Common Elements in the case of an emergency.

12.7 Emergency Access. In case of emergency or perceived threat to public health or safety, all Units and Limited Common Elements are subject to an easement in favor of the Association for access, without notice and at any time, by an officer or member of the Board, by the Association's management agents, or by any public safety personnel.

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

12.9 Drainage Easements. The Common Elements shall be subject to nonexclusive easements for storm water drainage in favor of the Owners and Occupants for reasonable storm water drainage, and other normal site drainage, over those parts of the Common Elements which may be designed, improved, or graded for such purposes.

12.10 Use and Enjoyment Easements. There are nonexclusive easements in favor of the Owners and Occupants of the Units for use and enjoyment on and across the Common Elements, and for exclusive use and enjoyment of any Limited Common Elements allocated to the Unit, subject to any restrictions authorized by, or set forth in, the Governing Documents or the Rules and Regulations.

12.11 Duration, Restrictions, and Use. The rights and easements granted or reserved by this Declaration shall be permanent, shall run with the land unless otherwise expressly indicated, and shall be subject to the following qualifications:

12.11.1 The easements shall supplement and not limit any easements described elsewhere in this Declaration or any other recorded instrument.

12.11.2 The easements shall be subject to reasonable regulation by the Association and shall be subject to such reasonable limitations as to location and routing as may be established by the Association or any governmental authority.

12.11.3 The easements shall include reasonable access over, under, and across the Property to maintain, repair, replace, and reconstruct the easement areas and any improvements located thereon.

12.11.4 No Person shall materially restrict or impair any easement benefiting or burdening the Property, or any equipment or improvements relating to the easement, subject to the Declaration and the right of the Association to impose reasonable Rules and Regulations governing the use of the Property.

12.11.5 No improvement shall be erected or maintained, no excavation, grading or reshaping shall be undertaken, and no fill or other material shall be placed, in an easement area, which may damage or interfere with the installation, use, or maintenance of such area, or which may change or impede the intended flow of water through any drainage easement area.

12.11.6 Persons exercising easement rights shall (i) take reasonable care to avoid damaging the Property or creating safety hazards; (ii) promptly repair any damage to the Property which they or their guests or invitees caused; (iii) promptly reimburse the Association for all costs incurred by it for repairing damage to an easement area caused by the Person or the Person's invitees; and (iv) hold harmless, indemnify, and defend the Association, other Owners, and the officers, directors, and agents of the Association, from and against all claims, damages, losses, and other liabilities arising out of the exercise of the easement rights.

12.11.7 No grant, dedication, or creation of an easement under this Declaration shall constitute a dedication of the easement area or the use thereof to the public, it being the intent of this Declaration that the Common Elements be and remain private property subject to operation and regulation by the Association, and that the Units be and remain private property subject to operation and regulation by the respective Owners thereof and/or the Association, as applicable, all in compliance with the Governing Documents.

12.12 Restriction on Third Party Easement Grants. Except for the Board in the exercise of its authority granted by the Governing Documents, no Person shall create, grant, or convey any easement or comparable rights upon any portion of the Property without the prior written approval of the Board; provided, that the Board shall authorize an Owner to grant an easement over the Owner's Unit if (i) the easement will not adversely affect the Common Elements or another Unit and (ii) the easement is consistent with the overall design and plan for the Property.

12.13 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 12 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 and the Common Elements for purposes of maintenance, repair, replacement, and reconstruction. All easement rights shall include a right of reasonable access to maintain, repair, and replace the utility lines and related equipment.

SECTION 13

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, and the Rules and Regulations, and such amendments thereto as may be made from time to time, and the decisions of the Association. 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.

13.1 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.

13.2 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 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:

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

13.2.2 Impose late charges, interest, or both, for each past due Assessment or installment thereof, such interest to accrue beginning on the first day of the month following the month for which the Assessment or installment was due.

13.2.3 In the event of default of more than thirty 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 or installments thereof, together with all attorneys' fees, costs of collection, and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

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

13.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that the suspension of use rights shall not apply to Limited Common Elements or those portions of the Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to thirty days thereafter, for each violation.

13.2.6 Restore any portions of any Common Elements, a Unit, or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant, or guests or invitees of an Owner or Occupant, in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units. The Association shall hereby have an easement to carry out its authority under this Section 13.2.6.

13.2.7 Enter any Limited Common Element or Unit in which, or as to which, a violation or breach of the Governing Documents exists which 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 Unit 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 or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be altered or removed only pursuant to a court order or with the agreement of the Owner. The Association shall hereby have an easement to carry out its authority under this Section 13.2.7.

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

13.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 7.8.7, 13.2.4, 13.2.5, 13.2.6, or 13.2.7, the Board shall, upon written request of the offending Owner, grant to the offending Owner a hearing as contemplated by the Act and this Section 13.3. The hearing may be held before the Board or a committee of three or more disinterested Owners appointed by the Board. The offending Owner shall be given notice of the nature of the violation and the right to a hearing, and at least ten days within which to request a hearing. The hearing shall be scheduled by the Board/committee and held within thirty days of receipt of the hearing request by the Board/committee, and with at least ten days prior written notice to the offending Owner. If the offending Owner fails to request, or to appear at, the hearing, then the right to a hearing shall be waived and the Board/committee may take such action as it deems appropriate. Hearings shall be conducted in a fair and equitable manner. The decision of the Board/committee and the rules for the conduct of hearings established by the Board/committee, shall be final and binding on all parties. The Board's/committee's decision shall be delivered in writing to the offending Owner within ten days following the hearing, if not delivered to the offender at the hearing. Any fines to be imposed by the Association may, at the Board's/Committee's discretion, be retroactive to the date of the violation or offense.

13.4 Lien for Assessments, Charges, Etc. Any Assessments, charges, fines, expenses, 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 makes a written decision at or 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 Association's right to pursue any other remedy.

13.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, the Governing Documents, or the Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the Unit owned by the violator 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. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of the Owner and shall be a lien against the Owner's Unit.

13.6 Liability for Acts of Owners and Occupants. 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, and 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 his or her Unit.

13.7 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 14

AMENDMENTS

14.1 Approval Requirements. This Declaration may be amended only by the approval of:

14.1.1 The Board; and

14.1.2 The Owners of Units to which are allocated at least sixty-seven percent of the total votes in the Association; and

14.1.3 The percentage of Eligible Mortgagees (based upon one vote per Unit finance) as and if required by Section 15.

14.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees, if required, shall be in writing. Any amendment shall be subject to any greater requirements

imposed by the Act. The amendment shall be effective when recorded as provided in the Act. An affidavit by the Secretary or the President 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 15

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, but subject to the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

15.1 Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least sixty-seven percent of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Unit financed) shall be required for any amendment to the Governing Documents which changes any provision governing the following: (i) voting rights; (ii) increase in an annual Assessment of more than 25% over the prior year's annual Assessment; (iii) Assessment liens, or priority of Assessment liens; (iv) reductions in reserves for maintenance, repair and replacement of Common Elements; (v) responsibility for maintenance and repairs; (vi) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vii) redefinition of any Unit boundaries; (viii) convertibility of Units into Common Elements or vice versa; (ix) expansion or contraction of the Property or the addition, annexation, or withdrawal of property to or from the Property; (x) hazard or fidelity insurance requirements; (xi) imposition of material restrictions on the leasing of Units; (xii) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages.

15.2 Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Unit financed) shall be required to (i) abandon or terminate the Condominium; (ii) change the allocations of voting rights, Common Expense obligations or interests in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber, or sell any Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

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

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

15.5 Priority of Lien. Any Person who comes into possession of a Unit by foreclosure of the first mortgage on a Unit, or by deed or assignment in lieu of foreclosure of the first mortgage on the Unit, takes the Unit free of any claims for unpaid Assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such

Unit prior to the acquisition of possession of the Unit by said Person; (i) except as provided in Section 6.8 and the Act and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.

15.6 Priority of Taxes and Other Charges. All taxes, Assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

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

15.8 Requirements for Management Agreements. The term of any agreement for professional management of the Property shall not exceed two years. Any such agreement shall provide for termination without penalty or termination fee by either party as follows: (i) with cause, upon a minimum of thirty, and a maximum of forty-five, days prior written notice, and, (ii) without cause, upon a minimum of ninety, and a maximum of one hundred twenty, days prior written notice.

15.9 Access to Books and Records/Audit. Eligible Mortgagees, or an institutional insurer or guarantor of a mortgage loan against a Unit, shall have the right to examine the books and records of the Association upon reasonable notice, during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred eighty days after the end of the Association's fiscal year. FNMA, or any Eligible Mortgagee, institutional guarantor, or insurer of a mortgage loan against a Unit, may require that, at its own expense, an audit of the Association's financial statements be made for the preceding year, in which case the Association shall cooperate in having an audit made and a copy given to the requesting party.

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

15.10.1 a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;

15.10.2 a sixty day delinquency in the payment of Assessments or charges owed by the Owner of a Unit on which it holds a mortgage;

15.10.3 a lapse, cancellation or material modification of any insurance policy maintained by the Association; and

15.10.4 a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 16

MISCELLANEOUS

16.1 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 Declaration or exhibits attached hereto.

16.2 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 sections thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

16.3 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, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

16.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Act, this Declaration, the Bylaws, and any Rules or Regulations, the Act shall control unless it permits the documents to control. As among this Declaration, the Bylaws, and any Rules and Regulations, this Declaration shall control. As between the Bylaws and any Rules and Regulations, the Bylaws shall control.

16.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens, and charges contained in this Declaration shall be perpetual, subject only to termination as provided in this Declaration and the Act.

IN WITNESS WHEREOF, the Association, the Owners of Units to which are allocated at least sixty-seven percent of the undivided interests in the Common Elements, and at least sixty-seven percent of the holders of the first mortgages against the Units, have approved this Declaration, all in accordance with the requirements of the Existing Declaration and the Act.

**COACHMAN OAKS CONDOMINIUMS
ASSOCIATION**

By: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, the _____ President of Coachman Oaks Condominiums Association, a Minnesota nonprofit corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Fredrick R. Krietzman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
220 South Sixth Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-8418

[illegible]

President

[illegible]

Notary Public

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COMMON INTEREST COMMUNITY NO. 45
Condominium

COACHMAN OAKS CONDOMINIUMS

EXHIBIT A TO AMENDED AND RESTATED DECLARATION

SCHEDULE OF UNITS; ALLOCATION OF VOTING RIGHTS, COMMON EXPENSE OBLIGATIONS, AND UNDIVIDED INTERESTS IN THE COMMON ELEMENTS

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
114	.6553	1/220
116	.4982	1/220
117	.6861	1/220
118	.4982	1/220
119	.6861	1/220
120	.4982	1/220
121	.3865	1/220
122	.4982	1/220
123	.3865	1/220
124	.5244	1/220
125	.3865	1/220
126	.4982	1/220
127	.3865	1/220
128	.4982	1/220
129	.3865	1/220
130	.4982	1/220
131	.3865	1/220
132	.4982	1/220
133	.3865	1/220
134	.4982	1/220
135	.3865	1/220
136	.6860	1/220
137	.3865	1/220
139	.3865	1/220
141	.3865	1/220
143	.5188	1/220
145	.4982	1/220
147	.3865	1/220

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
149	.3865	1/220
151	.3865	1/220
153	.4982	1/220
155	.4982	1/220
157	.4982	1/220
159	.4982	1/220
201	.4982	1/220
202	.4982	1/220
203	.3865	1/220
204	.4982	1/220
205	.3865	1/220
206	.4982	1/220
207	.3865	1/220
208	.4982	1/220
209	.4982	1/220
210	.4982	1/220
211	.4982	1/220
212A	.3910	1/220
212B	.3373	1/220
213	.4982	1/220
214A	.3910	1/220
214B	.3373	1/220
215	.5244	1/220
216	.4982	1/220
217	.6861	1/220
218	.4982	1/220
219	.6861	1/220
220	.4982	1/220

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
221	.3865	1/220
222	.4982	1/220
223	.3865	1/220
224A	.3910	1/220
224B	.3373	1/220
225	.3865	1/220
226A	.3910	1/220
226B	.3373	1/220
227	.3865	1/220
228	.4982	1/220
229	.3865	1/220
230	.4982	1/220
231	.3865	1/220
232	.4982	1/220
233	.3865	1/220
234	.4982	1/220
235	.3865	1/220
236A	.3910	1/220
237	.3865	1/220
238	.3373	1/220
239	.3865	1/220
240	.3373	1/220
241	.3865	1/220
242B	.3910	1/220
243	.5188	1/220
244	.4982	1/220
245	.4982	1/220
246	.4982	1/220
247	.3865	1/220
248	.4982	1/220
249	.3865	1/220
250	.4982	1/220
251	.3865	1/220
252	.4982	1/220
253	.4982	1/220
255	.4982	1/220

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
257	.4982	1/220
259	.5244	1/220
261	.6861	1/220
263	.6861	1/220
365	.3865	1/220
267	.3865	1/220
269	.3865	1/220
271	.3865	1/220
273	.3865	1/220
275	.3865	1/220
277	.3865	1/220
279	.3865	1/220
281	.3865	1/220
283	.3865	1/220
285	.3865	1/220
287	.5188	1/220
300	.3373	1/220
301	.4982	1/220
302A	.3910	1/220
303	.3865	1/220
304	.4982	1/220
305	.3865	1/220
306	.4982	1/220
307	.3865	1/220
308	.4982	1/220
309	.4982	1/220
310	.4982	1/220
311	.4982	1/220
312A	.3910	1/220
312B	.3373	1/220
313	.4982	1/220
314A	.3910	1/220
314B	.3373	1/220
315	.4982	1/220
316	.4982	1/220
317	.6861	1/220

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
318	.4982	1/220
319	.6861	1/220
320	.4982	1/220
321	.3865	1/220
322	.4982	1/220
323	.3865	1/220
324A	.3910	1/220
324B	.3373	1/220
325	.3865	1/220
326A	.3910	1/220
326B	.3373	1/220
327	.3865	1/220
328	.4982	1/220
329	.3865	1/220
330	.4982	1/220
331	.3865	1/220
332	.4982	1/220
333	.3865	1/220
334	.4982	1/220
335	.3865	1/220
336A	.3910	1/220
337	.3865	1/220
338	.3373	1/220
339	.3865	1/220
340	.3373	1/220
341	.3865	1/220
342B	.3910	1/220
343	.5188	1/220
344	.4982	1/220
345	.4982	1/220
346	.4982	1/220
347	.3865	1/220
348	.4982	1/220
349	.3865	1/220
350	.4982	1/220

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
351	.3865	1/220
352	.7283	1/220
353	.4982	1/220
355	.4982	1/220
357	.4982	1/220
359	.5244	1/220
361	.6861	1/220
363	.6861	1/220
365	.3865	1/220
367	.3865	1/220
369	.3865	1/220
371	.3865	1/220
373	.3865	1/220
375	.3865	1/220
377	.3865	1/220
379	.3865	1/220
381	.3865	1/220
383	.3865	1/220
385	.3865	1/220
387	.5188	1/220
400	.3373	1/220
401	.4982	1/220
402A	.3910	1/220
403	.3865	1/220
404	.4982	1/220
405	.3865	1/220
406	.4982	1/220
407	.3865	1/220
408	.4982	1/220
409	.4982	1/220
410	.4982	1/220
411	.4982	1/220
412	.6553	1/220
413	.4982	1/220
415	.4982	1/220

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
438	.4847	1/220
440	.4414	1/220
442	.6553	1/220
444	.4982	1/220
446	.4982	1/220
448	.4982	1/220
450	.4982	1/220
452	.7283	1/220
461	.6861	1/220
463	.6861	1/220
465	.3865	1/220

Unit No.	Percentage allocation of common expense obligations, and undivided interests in the Common Elements	Allocation of votes in the Association
467	.3865	1/220
469	.3865	1/220
471	.3865	1/220
473	.3865	1/220
475	.3865	1/220
477	.3865	1/220
479	.3865	1/220
481	.3865	1/220
483	.3865	1/220
485	.3865	1/220
487	.5188	1/220

The total allocation of the common expense obligations and undivided interest in the Common Elements is 100%. The total allocation of the voting rights is 220/220.

COMMON INTEREST COMMUNITY NO. 45
Condominium

COACHMAN OAKS CONDOMINIUMS

EXHIBIT B TO AMENDED AND RESTATED DECLARATION

LEGAL DESCRIPTION OF THE PROPERTY

Units Nos. 114, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212A, 212B, 213, 214A, 214B, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224A, 224B, 225, 226A, 226B, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236A, 237, 238, 239, 240, 241, 242B, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 255, 257, 259, 261, 263, 365, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 300, 301, 302A, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312A, 312B, 313, 314A, 314B, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324A, 324B, 325, 326A, 326B, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336A, 337, 338, 339, 340, 341, 342B, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 400, 401, 402A, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 415, 438, 440, 442, 444, 446, 448, 450, 452, 461, 463, 465, 467, 469, 471, 473, 475, 477, 479, 481, 483, 485, and 487; and Common Elements; Coachman Oaks Condominiums, Common Interest Community No. 45, Dakota County, Minnesota.

**COMMON INTEREST COMMUNITY NO. 45
Condominium**

COACHMAN OAKS CONDOMINIUMS

EXHIBIT C TO AMENDED AND RESTATED DECLARATION

ALLOCATION OF LIMITED COMMON ELEMENT GARAGE STALLS

1. Garage stalls located on “Level 1” as shown on the Plat

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
*1	351
*2	143
*3	345
*4	149
*5	341
*6	145
*7	225
*8	327
*9	333
*10	226B
*11	141
*12	151
13	
*14	218
15	
*16	320
17	
18	
*19	319
*20	118
21	
22	
23	
24	
25	
26	
27	
*28	129
*29	221
*30	121
*31	321
*32	123

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
33	
34	
35	
36	
37	
*38	214B
*39	125
*40	127
*41	227
*42	223
43	
44	
45	
46	
47	
48	
49	
50	
51	
52	
53	
54	
55	
*56	325
*57	314B
58	
*59	224B
*60	324B
*61	353
*62	331
*63	335
*64	355
*65	147

* Denotes the allocation described in Section 3.2.6 of this Declaration.

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
*66	153
*67	251
*68	329
*69	239
*70	137
*71	349
*72	247
*73	347
74	
*75	339
76	
*77	237
*78	233
79	
80	
81	
82	
83	
84	
85	
86	
87	
88	
89	
90	
91	
92	

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
93	
*94	259
95	
96	
97	
98	
99	
*100	343
101	
102	
*103	253
104	
105	
106	
*107	338
*108	243
109	
*110	238
*111	257
*112	255
*113	337
*114	249
*115	241
*116	357
*117	359
118	
119	

* Denotes the allocation described in Section 3.2.6 of this Declaration.

2. Garage stalls located on “Level 2” as shown on the Plat.

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
*1	411
2	
3	
*4	371
*5	375
*6	467
*7	365
*8	348
*9	385
*10	379
*11	377
*12	279
*13	277
*14	481
*15	300
16	
*17	340
18	
19	
20	
*21	402A
*22	461
*23	452
*24	244
25	
*26	267
*27	465
28	
*29	361
*30	155
*31	373
*32	157
33	463
34	
35	
*36	252
37	
38	
39	
*40	240

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
41	
42	
*43	261
44	
45	
*46	302A
47	
48	
49	
*50	479
51	
*52	275
*53	440
54	
*55	381
*56	203
*57	207
*58	285
59	
60	
*61	304
*62	312B
63	
*64	485
*65	400
*66	413
*67	444
68	
69	
70	
71	
72	
73	
*74	313
*75	415
76	
77	
*78	323
79	
*80	315

* Denotes the allocation described in Section 3.2.6 of this Declaration.

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
*81	212B
82	
83	
*84	273
85	
86	
87	
88	
89	
*90	407
*91	311
92	
*93	309
*94	308
*95	408

Garage Stall Number as Designated on the Plat	Unit to Which the Garage Stall is Allocated
*96	383
*97	307
*98	475
*99	369
*100	483
*101	210
*102	471
*103	215
104	
105	
*106	269
107	
108	
*109	438
110	

* Denotes the allocation described in Section 3.2.6 of this Declaration.

**COMMON INTEREST COMMUNITY NO. 45
Condominium**

COACHMAN OAKS CONDOMINIUMS

EXHIBIT D TO AMENDED AND RESTATED DECLARATION

ALLOCATION OF LIMITED COMMON ELEMENT STORAGE LOCKERS

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*A-1	137
*A-2	147
*A-3	149
*A-4	127
*A-5	153
A-6	
A-7	
A-8	
*A-9	118
A-10	
*A-11	125
A-12	
A-13	
*A-14	143
*A-15	121
*A-16	123

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
A-17	
A-18	
A-19	
A-20	
A-21	
A-22	
A-23	
A-24	
A-25	
A-26	
A-27	
A-28	
*A-29	129
A-30	
A-31	
A-32	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
B-1	
*B-2	207
B-3	
B-4	
B-5	
*B-6	227
*B-7	212B
B-8	
B-9	
B-10	
B-11	
B-12	
B-13	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
B-14	
B-15	
B-16	
B-17	
B-18	
*B-19	210
*B-20	215
B-21	
*B-22	225
B-23	
B-24	
B-25	

* Denotes the allocation described in Section 3.2.7 of this Declaration.

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*C-1	251
*C-2	253
*C-3	247
*C-4	151
*C-5	226B
*C-6	241
C-7	
*C-8	218
*C-9	239

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*C-10	145
*C-11	141
*C-12	243
*C-13	237
C-14	
C-15	
C-16	
C-17	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*D-1	267
*D-2	275
*D-3	157
D-4	
D-5	
D-6	
*D-7	279
D-8	
*D-9	155
*D-10	261
*D-11	285
D-12	
*D-13	249

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
D-14	
D-15	
*D-16	269
D-17	
*D-18	240
*D-19	238
D-20	
*D-21	277
D-22	
*D-23	259
*D-24	255
*D-25	257

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*E-1	375
*E-2	383
*E-3	304
*E-4	307
*E-5	385
E-6	
E-7	
*E-8	485
*E-9	308

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*E-10	379
*E-11	377
E-12	
*E-13	348
E-14	
*E-15	300
*E-16	371
E-17	

* Denotes the allocation described in Section 3.2.7 of this Declaration.

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
F-1	
F-2	
F-3	
F-4	
*F-5	315
*F-6	314B
*F-7	313
*F-8	325
F-9	
F-10	
F-11	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*F-12	312B
*F-13	311
*F-14	402A
F-15	
*F-16	323
*F-17	321
*F-18	327
*F-19	319
F-20	
*F-21	309
*F-22	329

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*G-1	341
*G-2	343
*G-3	337
G-4	
G-5	
*G-6	320
*G-7	339
*G-8	324B
*G-9	335

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*G-10	333
G-11	
G-12	
G-13	
*G-14	331
*G-15	349
*G-16	347
*G-17	345

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*H-1	407
*H-2	483
H-3	
*H-4	413
H-5	
*H-6	411
*H-7	481
*H-8	471
*H-9	440
H-10	
*H-11	400
H-12	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*H-13	444
H-14	
H-15	
H-16	
*H-17	408
*H-18	475
*H-19	463
*H-20	479
*H-21	415
*H-22	473
*H-23	465

* Denotes the allocation described in Section 3.2.7 of this Declaration.

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*J-1	361
J-2	
*J-3	340
J-4	
J-5	
J-6	
J-7	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
J-8	
J-9	
*J-10	273
J-11	
J-12	
J-13	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
X-1	
X-2	
X-3	
X-4	
X-5	
X-6	
X-7	
X-8	
*X-9	233

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*X-10	223
*X-11	214B
*X-12	221
X-13	
X-14	
X-15	
*X-16	302A
X-17	
X-18	

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*Y-1	357
*Y-2	467
*Y-3	338
*Y-4	373
*Y-5	244
Y-6	
Y-7	
Y-8	
*Y-9	369

Storage Locker Number as Designated on the Plat	Unit to Which the Storage Locker is Allocated
*Y-10	461
Y-11	
*Y-12	365
*Y-13	438
*Y-14	355
Y-15	
*Y-16	353
*Y-17	351
*Y-18	359

* Denotes the allocation described in Section 3.2.7 of this Declaration.