

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is executed as of this 20th day of AUGUST, 2009 by Humboldt Greenway Development LLC, a Minnesota limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the fee owner of certain real property located in Ramsey County, Minnesota and legally described in Exhibit A attached hereto and Declarant desires to submit said real property and all improvements thereon (collectively, the "Property") to the terms and conditions hereof; and

WHEREAS, Declarant is also the fee owner of, or has the option to purchase, certain real property legally described on attached Exhibit B ("Additional Real Estate"), and has the option to add all or a part of the Additional Real Estate to the Property; and

WHEREAS, Declarant desires to establish on the Property, and on any Additional Real Estate added thereto, a plan for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants (as those terms are defined herein), and for the purpose of preserving the value, structural quality, and the original architectural and aesthetic character, of the Property; and

WHEREAS, in order to effect the preservation of the values and amenities of the community and to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the community and to maintain, administer and enforce the covenants, conditions and easement and restrictions contained herein and to collect and disburse assessments and charges hereafter created, a corporation known as Humboldt Greenway Homeowners Association, Inc., has been created under Chapter 317A of the Minnesota Statutes for the purpose of exercising the aforesaid functions; and

WHEREAS; the Declarant hereby establishes by this Declaration a plan for the individual ownership of the real property estates consisting of Lots (as that term is defined herein).

NOW, THEREFORE, the Declarant, as the fee owner of the Property, hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions and uses to which the Property may be put, hereby specifying that said Declaration shall constitute covenants which shall run with the land and shall be binding on the Declarant, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DEFINITIONS

The following words, when used in the Governing Documents (as that term is herein defined) shall have the following meanings, unless the context indicates otherwise:

- (1) Act shall mean the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as such may be amended from time to time.
- (2) Additional Real Estate shall mean the real property legally described in Exhibit B, including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Declarant has the right to subject to the terms of this Declaration.
- (3) Association shall mean the Humboldt Greenway Homeowners Association, Inc., a non-profit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota, whose members consist of all Owners (as that term is defined herein).
- (4) Board shall mean the Board of Directors of the Association, as provided in the Bylaws.
- (5) Bylaws shall mean the Bylaws governing the operation of the Association, as amended from time to time.
- (6) Common Expenses shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including, without limitation, allocations to reserves and those items specifically identified as Common Expenses in the Declaration or Bylaws.
- (7) Dwelling shall mean a building consisting of one or more floors, designed and intended for occupancy primarily as a single family residence, and located within the boundaries of a Lot (as that term is defined herein). The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot in which the Dwelling is located.
- (8) Eligible Mortgagee shall mean any Person (as that term is defined herein) owning a mortgage on any Lot (as that term is defined herein), which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Lot, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

- (9) Governing Documents shall mean this Declaration, and the Articles of Incorporation and Bylaws of the Association, and Rules and Regulations of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
- (10) Lot shall mean any platted lot other than an outlot as designated on the plat of the Property and Additional Property, to the extent such Additional Property is subjected to the terms of this Declaration.
- (11) Master Association shall mean shall mean the Humboldt Greenway Master Community Association, a non-profit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Minnesota Statutes Section 515B.2-121, whose members consist of all Member Associations (as that term is defined in the Declaration for Humboldt Greenway Master Community Association).
- (12) Member shall mean all persons who are members of the Association by virtue of being Owners (as that term is defined herein). The words "Owner" and "Member" may be used interchangeably in the Governing Documents.
- (13) Occupant shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.
- (14) Owner shall mean a Person (as that term is defined herein) who owns a Lot (as that term is defined herein), but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B.1- 103(29) of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.
- (15) Person shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- (16) Plat shall mean the recorded plat depicting the Property 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 Minnesota law.
- (17) Property shall mean all of the real property submitted to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property as of the date of this Declaration is legally described in Exhibit A attached hereto.
- (18) Rules and Regulations shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Article XVII.

ARTICLE II

MAINTENANCE RESPONSIBILITIES

Section 1. Maintenance by Association and by Owners. In order to preserve the quality and uniform and high standards for appearance of the Property, the Association shall provide for snow removal on all streets, driveways and trailways, to the extent such snow removal is not provided by the City of Minneapolis ("City"), the Minneapolis Park Board ("Park Board"), Hennepin County Park and Recreation Board ("County") or any other government or quasi-governmental agency. The Association shall also provide for maintenance, replacement and repair (hereinafter referred to collectively as "maintenance") of (i) storm and sanitary sewers installed by Declarant or its agent under any sidewalk on the Property and links thereof to the public sewer system; and (ii) all landscaping initially installed by the Declarant or its agent, except for such landscaping as may be installed on any individual Lot or in the boulevard adjacent to any Lot. The Association shall have easements as described in Article XII hereof to perform its obligations under this Article.

Section 2. Optional Maintenance by Association. In addition to the maintenance described in Section 1 hereof, the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting duly called for such purpose, undertake to provide additional maintenance to the roads, community monuments, or community garden, if any.

Section 3. Maintenance by Owner. All maintenance of the Dwellings and Lots, including any fencing located thereon, shall be the sole responsibility and expense of the Owners thereof. Such maintenance shall include, but not be limited to, (i) the lawn and trees in the boulevard adjacent to the Lot; and (ii) the sanitary and storm sewer and catch basin located within the Owner's Lot. In addition, an Owner of a corner Lot on which retaining wall have been constructed shall be responsible for the maintenance of such retaining walls. Each Owner shall be responsible for keeping all structures (including fences) on his or her respective Lot free from graffiti or "tagging," and shall promptly remove such graffiti or "tagging" immediately. However, the Owners shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association:

Section 4. Damage Caused by Owner. Notwithstanding any provision to the contrary in this Article, 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 their guests, or by a condition in a Lot which the Owner has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Lot to do so), and the cost thereof may be assessed against the Lot of the Owner responsible for the damage.

Section 5. Failure of Owner to Maintain. In the event any owner fails to perform his or her maintenance obligations as set forth herein, the Association shall have the right, but not

the obligation, to enter on to such Lot to perform such maintenance, and shall be entitled to assess the cost for such maintenance to the Owner of such Lot. Such costs shall be considered an assessment against the Lot and are subject to the terms of Article IV hereof.

ARTICLE III

ALLOCATION OF COMMON EXPENSES

Section 1. **Common Expense Assessment.** From and after the adoption of the budget and the levying expenses by the Association, each Owner covenants to pay common expense assessments (as the term is used in Section 515B.2-108 of the Act). Common expense assessments shall be allocated equally among the Lots, except that special allocations of Common Expenses shall be permitted as provided herein. The Association may assess any common expense benefiting less than all of the Lots against the Lots benefited, on the basis of (i) equality, (ii) square footage of the area maintained, repaired or replaced, or (iii) actual cost incurred with respect to each Lot. Common expense assessments (other than special assessments) shall be payable monthly as provided in the Bylaws.

Section 2. **Annual Assessments.** Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Sections 2 and 4 of this Article. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the those parts of the Property for which the Association is responsible.

- (a) After a Common Expense assessment is levied, the annual assessment may be subsequently increased by the Board, subject to subparagraph (b) of this Section.
- (b) An increase in assessments of more than ten percent (10%) over the previous year's assessments shall require consent of two-thirds (2/3) of all Owners. Until such time as at least fifty percent (50%) of Lots have been conveyed to Owners other than Declarant, consent of two-thirds (2/3) of all Owners other than Declarant shall be required.

Section 3. **Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall commence for any Lot within the Property or any phase thereof annexed to the Property on the day of conveyance of the first Lot in the Property or such phase and shall be prorated for the month of said conveyance. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each assessment period. Should the Board fail to so fix such amount, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto. The due dates when said annual assessments are due and payable shall be established by the Board.

Section 4. **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 Lots for the purpose of defraying in whole or in part (i) the cost of any unforeseen or unbudgeted Common Expense; (ii) general or specific reserves for maintenance, repair or replacement; and (iii) the maintenance, repair or replacement of any part of the Property and fixtures or other property related thereto. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting duly called for that purpose. Written notice of the meeting shall be sent to all Owners not less than twenty-one (21) days nor more than thirty (30) days in advance of the meeting. Further, until such time as at least fifty percent (50%) of Lots have been conveyed to Owners other than Declarant, the levying of any special assessment shall require consent of two-thirds (2/3) of all Owners other than Declarant.

Section 5. **Alternate Assessment Program; Assessment for Units Owned by the Declarant.** Notwithstanding other provisions of this Article, the annual or special assessments for any Lots owned by Declarant and improved with a completed Dwelling, but unoccupied by a tenant of Declarant, shall be limited to twenty-five percent (25%) of the amounts fixed with respect to Lots owned by Owners other than Declarant until such time as a certificate of occupancy is issued by the City for the Lot(s) owned by Declarant.

- (a) **Maximum Amount of Assessment as to each Unit.** Until January 1st of the year immediately following the year of conveyance of the first Lot to an Owner, the maximum annual assessment permitted with respect to each Lot shall be \$240.00 annually, or, if collected monthly, \$20.00 per month. From and after January 1st of that year, assessments shall be determined by the Board of Directors. Until such time as at least fifty percent (50%) of Lots have been conveyed to Owners other than Declarant, an increase in assessments of more than ten percent (10%) over the previous year's assessments shall require consent of two-thirds (2/3) of all Owners other than Declarant. Further, until such time as at least fifty percent (50%) of Lots have been conveyed to Owners other than Declarant, the levying of any special assessment shall require consent of two-thirds (2/3) of all Owners other than Declarant.
- (b) **Duration of Alternate Assessment Program.** The alternate assessment program shall be effective for a period of not less than one year, but shall not continue beyond such time as at least fifty percent (50%) of Lots have been conveyed to Owners other than Declarant.
- (c) **Expiration of Authority to Commence Program.** Declarant's authority to commence the alternate assessment program shall expire no later than the expiration of such time as at least fifty percent (50%) of Lots have been conveyed to Owners other than Declarant.
- (d) **Level of Services.** The alternate assessment program shall have no effect on the level of services for items set forth in the Association's budget.

Section 6. **Deficiency Contributions.** For every calendar year during which Declarant remains in control of the Association, Declarant shall contribute to the Association all funds in excess of the budgeted and collected assessments which shall be necessary to defray the costs properly paid or incurred by it for the purposes for which annual assessments may be collected all without limitation to the maximum amounts provided herein. Declarant's contribution for the calendar year during which at least fifty percent (50%) of Lots have been conveyed to Owners other than Declarant shall be prorated to the date on which the Declarant no longer owns more than fifty percent (50%) of Lots.

For purposes hereof, the establishment of reserves pursuant to this Declaration does not constitute payment or incurring of costs by the Association and Declarant's deficiency contribution shall not be required to be applied to the establishment of reserves.

Section 7. **Capital Contribution.** At the time of the initial sale of any Lot from Declarant to any Owner, such Owner shall pay to Declarant for the use of the Association the sum of \$60.00. Such sum shall be delivered by Declarant to the Association for use as described in this Declaration. The Capital Contribution for any Lot shall be levied only upon the sale by Declarant to an Owner and shall not be levied on any subsequent sales of the Lot.

ARTICLE IV

LIABILITY FOR ASSESSMENTS

Section 1. **Liability of Owners for Assessments.** The obligation of any Owner to pay assessments shall commence at the later of (i) the time at which the Owner acquires title to the Lot, or (ii) the due date of the first assessment levied by the Board, subject to the alternative assessment program described in Section 5 of Article III. The Owner at the time an assessment is payable with respect to the Lot shall be personally liable for the share of the Common Expenses assessed against such Lot. Such liability shall be joint and several where there are multiple Owners of the Lot. The liability is absolute and unconditional. No Owner is exempt from liability from payment of his or her share of the Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, by waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents; or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in this Declaration, in addition to any remedies provided elsewhere in the Governing Documents, the Rules and Regulations, or by law, for the purpose of enforcing its rights hereunder.

Section 2. **Lien of Association.** The Association shall have a lien on each Lot for any assessments levied against that Lot, and such lien shall have the priority and may be foreclosed in a like manner as a mortgage containing a power of sale pursuant to Minnesota Statutes Chapter 580, or by action pursuant to Minnesota Statutes Chapter 581. The Association shall have a power of sale to foreclose the lien pursuant to Minnesota Statutes Chapter 580. 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

shall be enforceable as assessments. Recording of the Declaration constitutes record notice and perfection of any lien under this Article, and no further recordation of any notice of or claim for the lien is required. Past due assessments, and amounts enforceable hereunder as assessments, shall bear interest at the rate established with respect to judgments under Minnesota Statutes Section 549.09.

Section 3. **Costs of Enforcement.** 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 guests, may be assessed against the Owner's Unit.

Section 4. **No Waiver of Liability.** Each Owner at the time an assessment is payable is personally liable to the Association for the payment of the assessment against his or her Lot, and no Owner may exempt himself or herself from the common expense liability by waiver of the benefits provided pursuant to Article II or by the abandonment of his or her Lot.

Section 5. **Voluntary Conveyances: Liability of Grantee for Unpaid Assessments.** In a voluntary conveyance of a Lot (except as provided with respect to Eligible Mortgagees under Article XIII hereof) the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against grantor for his or her share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any grantee shall be entitled, upon written request, to a statement setting forth the amount of unpaid assessments currently levied against his or her Lot. The statement shall be in recordable form, shall be furnished within ten (10) business days after the receipt of the request, and in binding on the Association and every Lot Owner.

Section 6. **Reserve for Replacement: Monthly Assessments.** Assessments for Common Expenses shall include an adequate fund for replacement of such portions of the Property which the Association is so obliged to maintain, repair or replace. Said fund shall be funded by monthly payments and not by extraordinary special assessments. In addition, there shall be a capital contribution fund for the initial months of operation of the Association equal to the sum of \$60.00 for each Lot.

Section 7. **Foreclosure of Lien: Remedies.** A lien for Common Expenses may be foreclosed against a Lot under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under 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 Lot so acquired. The Owner and any other Person claiming an interest in the Lot, by the acceptance or assertion of any interest in the Lot, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Lot.

Section 8. **Lien Priority: Foreclosure.** A lien under this Article is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before the

Declaration, and (ii) liens for real estate taxes and other governmental assessments or charges against the Lot.

Section 9. Miscellaneous Provisions Regarding Liens and Assessments.

- (a) Assessments levied to pay a judgment against the Association may be levied only against the Lots existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- (b) If any installment of an assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days' written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.

ARTICLE V

VOTING RIGHTS

Section 1. Allocation. Voting rights in the Association shall be allocated equally among the Lots, in the same manner as the Common Expenses are allocated.

Section 2. Declarant Control. Notwithstanding the vote of any Owner to the contrary, the Declarant hereby reserves a period of Declarant control of the Association during which the Declarant, or persons designated by the Declarant, may appoint and remove the officers and directors of the Association. Said reservation of Declarant control is subject to the following:

- (a) The maximum period of Declarant control may extend from the date of the first conveyance of a Lot to an Owner other than a Declarant for a period not exceeding five (5) years.
- (b) Notwithstanding subsection (a) above, the period of Declarant control shall terminate upon the earlier of (i) surrender of control by the Declarant or (ii) sixty (60) days after conveyance of fifty percent (50%) of the Lots to Owners other than Declarant.
- (c) Not later than the termination of Declarant control, the Owners shall elect a Board of at least five (5) members. Thereafter, a majority of the directors shall be Owners other than Declarant or an affiliate of Declarant. The remaining directors need not be Owners unless required by the Governing Documents. All Owners, including the Declarant and its affiliates, may cast the votes allocated to any Lot owned by them. The Board shall elect the officers. The directors and officers shall take office upon election.
- (d) In determining whether the period of Declarant control has terminated under subsection (b), the percentage of the Lots which have been conveyed shall be calculated based upon the assumption that all Lots upon which the Declarant has

built Dwellings or reserved the right to build Dwellings in the Declaration have been subjected to the terms of this Declaration.

Section 3. **Board Meetings Open to Owners.** Except as otherwise provided in this subsection, meetings of the Board must be open to all Owners. To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time and place of a Board meeting. If the date, time and place of meetings are provided for in the Governing Documents, were announced at a previous meeting of the Board, posted in a location accessible to the Owners and designated by the Board from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice is not required. "Notice" has the meaning given in Minnesota Statutes Section 317A.011, subdivision 14. Meetings may be closed to discuss the following:

- (1) personnel matters;
- (2) pending or potential litigation, arbitration or other potentially adversarial proceedings, between Owners, between the Board or Association and Owners, between the Master Board or Master Association and Members, between the Master Board or Master Association and the Association, between the Master Board or Master Association and Owners or Occupants or other matters in which any Owner may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or Association or the privacy of an Owner or Occupant of a Lot; or
- (3) criminal activity arising within the Association if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize the investigation of the activity.

Nothing in this subsection imposes a duty upon the Board to provide special facilities for meetings. The failure to give notice as required by this subsection shall not invalidate the Board meeting or any action taken at the meeting.

ARTICLE VI

MISCELLANEOUS COVENANTS

Section 1. **Miscellaneous Covenants.** Declarant, for itself, its successors and assigns, by this Declaration, and any future Owner, by acceptance of deed to a Lot, covenant and agree as follows:

- (a) **LEASES.** No Owner shall be permitted to lease his or her Lot for transient or hotel purposes. No Owner may lease less than the entire Dwelling (unless Owner continues to occupy the Dwelling as well) and no lease shall provide an initial term (exclusive of extensions or options to renew) of less than thirty (30) days. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and Rules and Regulations, and that any failure by the lessee to comply with the terms of such

documents shall be a default under the lease. All leases shall be in writing. In the event any Owner leases his or her Unit, the Owner shall at all times keep the Association advised in writing of the address of his or her current residence and any changes thereto, and of the name(s) of his or her tenant(s). Other than the foregoing, there is no restriction on the right of any Owner, including the Declarant, to lease any Lot or Dwelling.

- (b) **ENCROACHMENTS.** If any Dwelling shall encroach upon any other Lot, as a result of the present construction of a Dwelling (including patios and/or decks constructed by the Declarant), or if any such encroachment shall occur hereafter as a result of settling, expectable expansion, sag or structural adjustment of the Dwelling (as distinguished from sudden, extreme and accidental change by Acts of God or other accidental causes), a valid easement for the encroachment and for the maintenance of the same as long as the Dwelling (including appurtenant structures, if any) stands, shall exist. If a Dwelling, or any adjoining part thereof shall be partially or totally destroyed as a result of fire or other casualty and then rebuilt in substantial accordance with the Plat, encroachments of parts of any Dwelling upon any other Lot due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the particular Dwelling shall stand and such encroachments and easements shall not affect marketability of title. Nothing herein contained shall be construed as contrary to the conclusive presumption that the existing physical boundaries of a Lot or a Dwelling reconstructed on a Lot in substantial accordance with the Plat are to be the boundaries of the Lot, regardless of settling or lateral movement of a Dwelling.
- (c) **INGRESS AND EGRESS OF LOT OWNERS.** There shall be no restriction upon any Owner's right of ingress to and egress from his or her Lot or Dwelling.
- (d) **ADMINISTRATION.** The administration of the Association shall be in accordance with the provisions of the Governing Documents.
- (e) **COMPLIANCE WITH GOVERNING DOCUMENTS.** Each Owner, tenant or Occupant of a Lot shall comply with the provisions of the Governing Documents, as lawfully amended from time to time, and failure to comply with any such provisions, rules or regulations, shall be grounds for action to recover sums due, for damages, or for injunctive relief.
- (f) **EXTERIOR APPEARANCE OF BUILDING.** No Owner or Occupant of any Lot shall cause or permit anything to be hung, displayed, or placed on the outside windows of any Dwelling (with the exception of draperies, blinds and shades, which nonetheless shall be of a neutral or white color on all surfaces visible from the outside of the Dwelling), on the outside of exterior doors, or on the outside walls or roof of such buildings; no exterior awnings, shutters, canopies, radio or television antennas shall be erected nor any signs affixed to or placed upon exterior walls or roofs or any part thereof (except for Declarant's right to place

signs pursuant to Article X hereof); nor shall any change in the outside appearance of any exterior surface of a Dwelling be made without the prior written consent of the Architectural Committee, pursuant to Article VIII hereof.

- (g) **RESIDENTIAL USE.** The Property is hereby restricted to residential dwellings, and ancillary and accessory uses and buildings in connection therewith (except for model homes and sales offices which may be operated by Declarant or its designees during the construction or sales period). Notwithstanding the foregoing, an Owner or Occupant residing in a Dwelling may keep and maintain his or her business or professional records in such Dwelling and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Lot or Dwelling and do not involve any observable business activity such as signs (except as permitted by the Association pursuant to review by the Architectural Control Committee described in Article VIII hereof), advertising displays, bulk mailings, deliveries, or visitation or use of the Lot or Dwelling by customers or employees. Under no circumstances, however, shall an Owner or Occupant maintain a business on his or her Lot which involves (i) food preparation for sale and distribution to the public, (ii) retail sales, (iii) industrial products of any type, (iv) distribution of products in bulk, or (vi) hazardous activities or substances. The foregoing list is not intended to be exhaustive, and the Association reserves the right to prohibit such other activities or businesses which, in the Association's determination, constitute a nuisance or hazard to the Members. The Association may maintain offices on the Property for management and related purposes. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property or any portion thereof. No building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be placed on or used on any Lot at any time as a residence either temporarily or permanently.
- (h) **ANIMALS.** No animals shall be permitted to be kept on the Property by any Owner or Occupant except conventional domesticated animals kept as pets. Conventional domestic animals specifically exclude among other animals, snakes, reptiles of any sort, and large cats such as tigers, lions, cougars and the like. No kennel, doghouse or outside run shall be constructed or maintained on the Property. No pet shall be kept for any commercial purpose nor shall pets be bred for a commercial purpose upon the Property. Any cat or dog, whenever outside of a Dwelling, shall be kept under the direct control of the pet owner or another person able to control the pet. No pet shall be left outside unattended, whether leashed or otherwise. The person in charge of the pet must clean up after it. The Board may adopt more specific rules and regulations and penalties not inconsistent with the foregoing. Upon the petition of seventy-five percent (75%) of the Owners of Lots located within sixty-five (65) feet of the Lot in which resides a specified pet, the Board may order the removal of a particular pet for constant and uncontrolled barking, repeated instances of wandering unleashed or

other repeated behavior reasonably offensive to others, provided that the Owner of the Lot harboring the pet shall first have thirty (30) days' written notice in which to correct the pet's offensive behavior. Notwithstanding the foregoing, the Association specifically reserves the right to promulgate rules and regulations regarding pets on the Property, including, but not limited to, the size of pets permitted and/or the prohibition of pets on the Property.

- (i) **COMMERCIAL ACTIVITIES. NUISANCES.** Except as permitted pursuant to Article VI(g) hereof, no advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property except that no more than one (1) "for sale" sign or "for rent" sign of not more than five (5) square feet shall be maintained on any Lot. No commercial activities of any kind whatever shall be conducted in any Dwelling or on any portion of the Property except as permitted under Article VI(g) hereof. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its designees, or the use or operation of sales offices or model Dwellings on any Lots by the Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and purposes set forth in the Governing Documents, as the same may be amended from time to time. The Declarant and its successors and assigns shall have the right to rent any or all Lots owned by Declarant.
- (j) **SCREENING; TRASH REMOVAL.** All woodpiles shall be screened by adequate planting so as to conceal them from view of neighboring Lots and streets. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. There shall be no trash piles or storage piles on any Lot. The foregoing restrictions shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period.
- (k) **DERRICKS, ETC.** No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Lot, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining, and operating upon any Lot owned by it within the Property, a well, housing, and equipment for the purpose of extracting from the sub-surface and/or the treatment, storage and distribution of water through the system of such public utility.
- (l) **RADIO. T.V., "SMALL DISH" ANTENNAE.** Subject to the provisions herein, no radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot; normal radio and television installations wholly within a building are excepted. No "small dish" antennae in excess of eighteen inches (18") in diameter shall be affixed to any portion of the Property, nor shall any C-band antennae be erected on or affixed to any portion of the Property

without prior written consent of the Board. The Board of Directors of the Association may provide guidelines regarding the use, installation and location of "small dish" antennae.

- (m) **MAINTENANCE OF EASEMENT AREAS.** Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Lots are reserved as shown on the Plat or as created in accordance with this Declaration or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, a private or public utility company or the Association is responsible.
- (n) **PROHIBITION OF FENCES, CLOTHESLINES AND STORAGE SHEDS.** Except as may be provided by Declarant as part of the initial construction on a Lot, there shall be no fences, clothes lines, service sheds or storage sheds constructed or placed on any Lot without prior written consent of the Board.
- (o) **STORAGE.** Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment (except lawn furniture, in appropriate seasons, and one gas grill per Lot which may be left on balcony, deck or patio, if any), yard and garden tools and equipment and trash and garbage containers (except on the day of pick-up) shall not be allowed. No boats, snowmobiles, trailers, camping vehicles, tractor/trailer or trucks in excess of 2,000 pounds gross weight or unlicensed or inoperable vehicles shall at any time be stored or parked outside of a Dwelling garage without the express written approval of the Board, which approval may be withheld without stated reason.
- (p) **ALTERATIONS.** No Owner shall make any improvement or alterations to his or her Lot or Dwelling that impair or lessen the support of any portion of the Property or Dwelling without the prior written approval of the Board, which written approval may be conditioned upon the furnishing to the Association of complete plans and specifications for such alteration or improvement prepared by a licensed architect or engineer.

ARTICLE VII

HOMEBOWNERS ASSOCIATION

Section 1. **Membership.** Every person or entity, including the Declarant, who is a record owner of a fee or an undivided fee interest in any Lot which is subject to this Declaration,

shall be a member of the Association and each purchaser of any Lot by acceptance of a deed or contract for deed therefor covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation including contract vendors (unless the contract for deed provides otherwise), until such time as such person acquires a fee simple interest in such Lot by foreclosure or by a proceeding in lieu thereof, or, as to a contract vendor, until such time as the contract for deed is cancelled. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

Section 2. Transfer. Membership held by an Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser of such Lot. Any attempt to make a transfer except by the sale or encumbrance of a Lot is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Restrictions on Alterations. The following restrictions and requirements shall apply to alterations on the Property:

- (a) Except as expressly provided in this Article, and except for alterations made by Declarant in consideration of its initial sale of a Lot, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Lot which is visible from the exterior of the Dwelling (collectively referred to as "Alterations") shall be commenced, erected, or maintained on a Lot unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the Alterations shall have been approved in writing by the Board or a committee appointed by the Board. Notwithstanding the foregoing, Declarant's written consent shall also be required for Alterations until Declarant no longer owns any unsold Lot and has no further rights to add Additional Real Estate to the Property.
- (b) The criteria for approval shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography; (ii) comparable or better quality of materials as used in existing improvements; (iii) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the

proposed Alterations; and (iv) compliance with governmental laws, codes and regulations.

- (c) Approval of Alterations which encroach upon another Lot shall require a written easement agreement between the Owners seeking approval of Alterations which encroach upon another Lot and the Owners of the Lot upon which the proposed Alterations encroach, which agreement shall create an appurtenant easement for such encroachment in favor of the Lot with respect to which the Alterations are approved. Such agreement shall be in recordable form and shall, upon approval of the Alterations, be submitted for recording with the County Recorder/Registrar of Titles in and for Hennepin County, Minnesota.
- (d) Alterations described in Article XIV shall be governed by that Article.

Section 2. Review Procedures. The following procedures shall govern requests for Alterations under this Article:

- (a) Detailed plans, specifications and related information regarding any proposed Alteration, in form and content acceptable to the Board, shall be submitted to the Board at least sixty (60) days prior to the projected commencement of construction. No Alterations shall be commenced prior to approval.
- (b) The Board shall give the Owner written notice of approval or disapproval. If the Board fails to approve or disapprove within sixty (60) days after receipt of said plans and specifications and all other information requested by the Board, then approval will not be required, and Article shall be deemed to have been fully complied with so long as the Alterations are done in accordance with the plans, specifications and related information which were submitted, and provided no easement agreements are required pursuant to Section 1, Paragraph (c) of this Article.
- (c) If no request for approval is submitted, approval is denied, unless (i) the Alterations are reasonably visible, and (ii) no written notice of the violation has been given to the Owner on whose Lot the Alterations are made, by the Association or another Owner, within six (6) months following the date of completion of the Alterations. Notice may be direct written notice or the commencement of legal action by the Association or an Owner. The Owner of the Lot on which the Alterations are made shall have the burden of proof, by clear and convincing evidence, that the Alterations were completed and reasonably visible for at least six (6) months following completion and that the notice was not given. Notwithstanding the foregoing, in the event an easement agreement is required under Section 1, Paragraph (c) of this Article in order to make the Alterations, the Owner of the Lot from whom the easement was to be obtained shall continue to have all rights and remedies available to such Owner beyond said six (6) month period irrespective of the action or inaction of the Association.

Section 3. **Remedies for Violations.** The Association may undertake any measures, legal or administrative, to enforce compliance with this Article and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement, whether or not legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Lot and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Lot and to restore any part of the Dwelling or Lot to its prior condition if any Alterations were made in violation of this Article, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Lot.

ARTICLE IX

INSURANCE: DAMAGE OR DESTRUCTION

Section 1. **Owner's Hazard Insurance Coverage.** Each Owner shall maintain at his or her own cost and expense such hazard insurance coverage as he or she may desire with respect to (i) personal liability for acts and occurrences upon his or her Lot and within his or her Dwelling, and (ii) physical damage losses for property, whether real or personal, and (iii) such coverage of his or her Lot and Dwelling and any improvements, additions or betterments installed either by a person or entity other than as a part of the initial construction, whether made inside of outside his or her Dwelling (but on the Lot) as he or she deems sufficient, and shall further maintain, at his or her cost and expense, any special flood hazard insurance as may be required by the first mortgagee of his or her Lot. *The Association shall have no obligation whatsoever to obtain any hazard or flood insurance in connection with any Lot or Dwelling.*

Section 2. **Workers' Compensation and Fidelity Insurance.** The Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- (a) Workers' Compensation and employers' liability insurance in such form and in such amounts as may be necessary to comply with applicable laws;
- (b) Fidelity insurance or bonds in reasonable amounts for all officers and employees having fiscal responsibilities, naming the Association as obligee; and
- (c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

Section 3. **Insurance Premium Expense.** The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

ARTICLE X

SPECIAL DECLARANT RIGHTS

Section 1. **Special Declarant Rights.** The Declarant expressly reserves the exclusive and unconditional authority to exercise the following special declarant rights, for as long as it owns a Lot, or for such shorter period as may be specifically indicated:

- (a) To elect, or cause persons designated by it to elect, the officers and members of the Board in accordance with Article V hereof.
- (b) To complete improvements indicated on the Plat, if any, or otherwise included in Declarant's development plans or allowed by the Declaration.
- (c) To construct, operate and maintain sales offices, management offices, signs advertising the Property, and models (which models may be constructed on any Lot owned from time to time by Declarant).
- (d) To use easements through and over the Lots for the purpose of making improvements within the Property including the improvement of any additional real estate described in Article XIV hereof, and for the purpose of exercising its special declarant rights.
- (e) To create a master association and provide for the exercise of authority by the master association over the Association or its Members.
- (f) To add Additional Real Estate, as more fully described in Article XIV below.
- (g) To require that as long as Declarant owns any unsold Lot for sale, Declarant's written consent shall be required for any amendments to the Governing Documents or Rules and Regulations which directly or indirectly affect or may affect Declarant's rights under the Governing Documents.

Declarant shall not, during the period of Declarant Control, undertake any of the activities delineated in paragraph (e) of this Section 1 without the prior written consent of the U.S. Department of Housing & Urban Development ("HUD") and the U.S. Department of Veterans Affairs ("VA"), to the extent such consent shall be required by HUD or VA as a condition to granting approval of this project.

ARTICLE XI

MUNICIPAL ORDINANCES

Section 1. **City Ordinances Prevail.** None of the covenants, conditions, restrictions or provisions of the Declaration are intended to supersede or prevail over the ordinances of general

applicability of the city in which the Property is located, and in the event of any conflict, the applicable ordinances of said City shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration.

Section 2. Standards of Maintenance. The Standards of Maintenance of the Lots and the residences and improvements located thereon, as adopted by the Association from time to time, shall be at least equal to those set forth in the ordinances of general applicability of the city in which the Property is located, in effect from time to time which govern and control the maintenance of private property.

ARTICLE XII

EASEMENTS GENERALLY

Section 1. Easement for Encroachments. If there is an encroachment by a Dwelling, or other building or improvement located on a Lot, upon another Lot as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of any encroaching Dwelling, building or improvement, and for the maintenance thereof, shall exist; provided, however, that with respect to improvements or alterations added pursuant to Article VIII, no easement shall exist unless the same have been approved, and the proposed improvements constructed, as required by this Declaration. Such easement shall continue for as long as the encroachment exists and shall not affect the marketability of title.

Section 2. Continuation and Scope of Easements. The easements set forth in this Article 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.

Section 3. Side Yard Easements.

- (a) Grant of Easement. An easement shall exist between each Lot, for the benefit of the Lot Owners on either side of each Lot boundary line, lying along the common boundary of the Lots, such easement being:
- (i) located adjacent to a line extending from the Dwelling wall parallel to each boundary on each Lot ("Dwelling Wall");
 - (ii) roughly rectangular in shape, extending in a straight line from the Dwelling Wall to the public alley;
 - (iii) the width of the rectangle being the distance between the common property line of the Lots, and the Dwelling Wall; which distance is estimated to be five (5) feet;

- (iv) the length of the rectangle extending from the public alley to a line running perpendicular to the property line between the Lots, such line located (a) not more than five (5) feet beyond the front corner of the Dwelling (facing the street), or, if such line intersects with any window of a Dwelling located on a Lot, then (b) extended to a line no more than two (2) feet beyond the window of the Dwelling located on the Lot. In no event shall the rectangle extend beyond the rear corner of the Dwelling (facing the alley).

This description of easement shall be construed, whenever possible, to include the portions of each Lot adjacent to the back yard (alley side) of the adjacent Lot that can be readily included within such yard and cared for more conveniently by one party than the other, if such party chooses to exercise these easement rights.

- (b) Rights to Use Easement. The Lot Owner on either side of each Lot boundary line shall have the right, but not the obligation, to (a) use the easement for such purposes consistent with the use of a residential yard adjacent to a single family home, (b) plant, maintain and replace and cultivate landscaping (subject to the provisions of Article VIII hereof), (c) place and maintain irrigation lines (subject to the provisions of Article VIII hereof), and (d) place and maintain such fencing as may be approved in accordance with Article VIII hereof in, over and/or under the easement. The Owner of the Lot benefited by the gate constructed as a part of any fence constructed in the Easement shall be responsible for the maintenance of the gate. Lot Owners may not construct, place or maintain any structures in the easement except the approved fencing described herein, and may not engage in any activity that may damage the structure or improvements located on either Lot. Specifically (but not by way of limitation), neither Lot Owner may take any action which would serve to close, obstruct or otherwise block any vents or pipes which may disperse gases from one Lot into another or into the Easement. Each Lot Owner on either side of each Lot boundary line shall compensate the other for any damage to the easement or to the adjacent Lot caused by such Lot Owner. The use of the easement by a Lot Owner on either side of the Lot boundary line for any purpose, or the construction, placement or maintenance of any structure or landscaping in the easement shall be an election by such Lot Owner to use the easement. The election of use shall impose upon that Lot Owner the duty to maintain the easement and its improvements until such Lot Owner elects to terminate such use by notice in writing to the adjacent Lot Owner and to the Association. Upon termination of use of the easement, the using Lot Owner must return the easement to the condition it was in when use commenced, if so requested by the adjacent Lot Owner.
- (c) Access. Both Lot Owners on either side of each Lot boundary line shall have whatever right of access through the easement to enable either Lot Owner to construct, repair, maintain and replace improvements located on the easement, and to exercise the rights granted by this Declaration. If either Lot Owner (or its

invitees, tenants or guests) damages the easement or its improvements, such Lot Owner shall compensate the adjacent Lot Owner for such damages.

- (d) Indemnity. Each Lot Owner on either side of each Lot boundary line agrees to indemnify, defend and hold the adjacent Lot Owner harmless from all losses, damages, claims, obligations, liabilities and expenses (and all action, proceedings, judgments, attorneys' fees and costs incident thereto) related to either Lot Owner's use of the easement or the improvements located therein.
- (e) Limitation on Use of Easement. In no event shall either Lot Owner on either side of each Lot boundary line cause any use of the easement or any action to occur other than those uses and activities described in paragraph (b), above.

ARTICLE XIII

RIGHTS OF ELIGIBLE MORTGAGEES

Section 1. Conflicting Provisions. The provisions of this Article take precedence over any other conflicting provisions of this Declaration. Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements in the Act or other laws, Eligible Mortgagees shall have the rights and protections set forth in this Article.

Section 2. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a first mortgage on a Lot and the Lot address, an Eligible Mortgagee shall be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee;
- (b) Any delinquency in the payment of assessments or charges owed by a Lot owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, if any;
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified elsewhere in this Article.

Section 3. Certain Amendments to Declaration or Bylaws. The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) (or such higher percentage as is required by law or this Declaration) of the Lots that are subject to first mortgages held by

Eligible Mortgagees (based upon one vote for each first mortgage owned) shall be required for any amendment to the Governing Documents which causes any change in the following:

- (a) Voting rights;
- (b) Assessments, such that the change results in an increase that raises the previously assessed amount by more than twenty-five percent (25%);
- (c) Assessment liens, or priority of assessment liens;
- (d) Responsibility for maintenance and repairs;
- (e) Redefinition of any Lot boundaries;
- (f) Expansion or Contraction of the Property or the addition, annexation or withdrawal of property to or from the Property (except as pursuant to Article XIV hereof);
- (g) Fidelity insurance requirements;
- (h) Leasing of Lots;
- (i) Imposition of any restrictions on the leasing of Lots;
- (j) Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents;
or
- (k) Any provisions that expressly benefit mortgage holders or insurers or guarantors of mortgages.

Section 4. Implied Approval of Eligible Mortgagees. Notwithstanding anything to the contrary contained in this Article, implied approval of a proposed amendment shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail, return receipt requested.

Section 5. Consent to Subdivision. No Lot may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Association.

Section 6. No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Lot shall not be subject to any right of first refusal or similar restrictions.

Section 7. Examination of Association Books and Records; Financial Statements. The Association shall make available to any Owner, or to any Eligible Mortgagee, a current copy

of the Governing Documents and the books, records and financial statements of the Association. "Available" means for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association also shall make available to prospective purchasers current copies of the Governing Documents and the most recent annual audited financial statement if such is prepared. The holders of at least fifty-one percent (51%) of first mortgages shall be entitled to have an audited financial statement prepared at their expense if such statement is not otherwise available. Any financial statement requested pursuant to this Section shall be furnished within reasonable time following such request.

Section. 8. Insurance or Condemnation Proceeds. Other than as provided elsewhere in this Declaration, no provisions of the Governing Documents shall be construed to give any Owner, or any other party, priority over the rights of any Eligible Mortgagee of a Lot pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for losses to or a taking of a Lot or portion thereof. In the event of substantial damage to or destruction of any Lot, Eligible Mortgagees shall be entitled to timely written notice of such damage or destruction. If any Lot or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Eligible Mortgagees shall be entitled to timely written notice of any such proceedings or proposed acquisition.

Section 9. Attendance at Meetings of Association. Any Eligible Mortgagee who so requests shall be given notice of all meetings of the Association as if such Eligible Mortgagee was an Owner entitled to notice. Each such Eligible Mortgagee shall have the right to designate a representative to attend all such meetings, which representative shall not have the right to cast a vote.

ARTICLE XIV

ADDITION OF ADDITIONAL REAL ESTATE

Section 1. Option of Declarant to Add Additional Real Estate. Declarant hereby expressly reserves an option to add additional real estate to the Property by unilateral action as provided herein. The option to add additional real estate will lapse ten (10) years after the date on which this Declaration is recorded. Said time period may be extended by an amendment to the Declaration approved in writing by the Declarant and by vote or written agreement of Owners other than the Declarant or its affiliate, to whose Lots are allocated at least sixty-seven percent (67%) of the votes of the Association. There are no circumstances that will terminate the option prior to the expiration of such ten (10) year period. Except as otherwise provided in this Section, there shall be no other restriction on the options to add Additional Real Estate to the Property. The legal description of each portion of the Additional Real Estate is set forth in Exhibit B attached hereto and incorporated herein.

Section 2. Manner of Adding Additional Real Estate. Additional Real Estate shall be added in accordance with the following provisions:

- (a) To add Additional Real Estate, the Declarant shall execute and record an amendment to the Declaration. The amendment shall:
 - (i) identify such portions of the Additional Real Estate being added to the Property by such amendment;
 - (ii) contain such other provisions as may be reasonably required by the Association; and
 - (iii) conform to the applicable requirements of the Declaration.
- (b) No prior notice of the Declarant's intent to add Additional Real Estate (or any portion thereof) shall be required to be given to any Lot Owner. If the period of Declarant Control provided in Article V hereof has not expired, Declarant shall provide written notice to the Association of its intent to add Additional Real Estate (or any portion thereof) as follows:
 - (i) by serving upon the Association, by personal service (in the same manner as service of a summons in a civil action in district court) or by first class U.S mail, certified, return receipt requested, at least fifteen (15) days prior to recording the amendment.
 - (ii) Proof of notice to the Association shall be attached to the recorded amendment.
- (c) A lien upon the Additional Real Estate that is not also upon the existing Property is a lien only upon the Lots created in the Additional Real Estate. Lots in the Property as it existed prior to the expansion are transferred free of liens that existed only upon the Additional Real Estate.

Additional Real Estate may be added separately or simultaneously to the Property. No assurances are made by the Declarant with respect to the order in which parcels may be added, the number of parcels per phase or the size of the parcels. Declarant is under no obligation to add the Additional Real Estate to the Property, and the Additional Real Estate may be developed by Declarant or its successor in interest for other purposes, subject only to approval by the appropriate governmental authorities.

Section 3. Number of Lots; Type of Construction. Additional Lots may be created in the Additional Real Estate to be used exclusively for residential use. All or any portion of such Dwellings which may be constructed upon any portion of the Additional Real Estate will be similar to and compatible with the other buildings and Dwellings on the Property in terms of architectural style, floor plan, quality of construction, principal materials employed in construction, and size, except that the Declarant reserves the right to employ different materials and design as may be required by law or as may economically facilitate construction without substantially reducing the value of existing Lots and/or Dwellings. All other improvements that may be made or created upon or within the Additional Real Estate or each portion thereof shall

be similar to those existing on the Property, except that they may, but need not, include roadways and additional recreational or other facilities.

Section 4. Application of Declaration. All restrictions in the Declaration affecting use, occupancy and alienation of Lots will apply to Lots created in the Additional Real Estate. In the event that the Additional Real Estate or any portion thereof is not added to the Property, the Additional Real Estate shall in no way be affected by or subject to the terms of this Declaration.

Section 5. Approval of HUD and VA. The addition of Additional Real Estate pursuant to this Article shall require the prior written consent of HUD and VA, to the extent such consent shall be required by HUD or VA as a condition to granting approval of this project.

ARTICLE XV

MASTER ASSOCIATION

Section 1. Retaining of Powers by Association. This Association is subject to a master association, Humboldt Greenway Master Community Association ("Master Association"). Subject to the provisions of the Declaration for the Master Association, the Association retains all powers not specifically granted to the Master Association.

Section 2. Association's Members Subject to Master Association. All Members of the Association acknowledge that such Members are subject at all times to the terms and conditions of the Master Association's Governing Documents. Any Member who is in violation under the terms of any of the Master Association's Governing Documents shall be deemed to be in violation of the Association's Governing Documents, thereby entitling the Association or Lot Owners, as the case may be, to all rights and remedies set forth in this Declaration.

Section 3. Master Association Assessments; Liens. The Master Association is entitled to levy assessments for common expenses of the Master Association, as more fully described in the Declaration for the Master Association. Such assessments shall be added to the assessments levied by the Association and may be included in the monthly payment of assessments collected by the Association. The Master Association shall have the right to foreclose liens securing the assessments levied by the Master Association. The liens shall have the same priority against secured parties as set forth in Article IV, Section 8 hereof, and shall include the same fees and charges, and may be foreclosed in the same manner as assessment liens under Section 515B.3-116 of the Act. The lien of the Master Association shall have priority as against a lien of the Association, regardless of when the Master Association's lien arose or was perfected.

Section 4. Allocation of Master Association Common Expenses. The common expenses of the Master Association shall be allocated among the members of the Master Association in a fair and equitable manner. If members of the Master Association are associations or property owners' associations, then the Master Association's assessments may be allocated among and levied directly against the Lots or other parcels owned by the members of the Association.

Section 5. Conflict among Master Association, Association Documents. In the event of any conflict among the provisions of the Declaration, the Bylaws or any Rules and Regulations approved by the Master Association; and the Declaration the Bylaws or any Rules and Regulations approved by the Association, the Master Association's Governing Documents shall control.

ARTICLE XVI

COMPLIANCE BY OWNER

Section 1. Right of Action in Owners and Association. Failure of any Owner to comply with the provisions of the Act or Governing Documents, Rules and Regulations, decisions of the Association and such amendments thereto as may be made from time to time shall give rise to a cause of action in the Association and any aggrieved Owner for the recovery of damages, or for injunctive relief, or both. The foregoing is not intended to restrict or limit the application of the following provisions:

- (a) In addition to any other rights to recover damages, attorneys' fees, costs or expenses, whether authorized by law or otherwise, if a Declarant or any other person violates any provision of the Governing Documents, any person or class of persons adversely affected by the failure to comply has a claim for appropriate relief. The Association shall have standing to pursue claims on behalf of the Owners of two or more Lots.
- (b) The court may award reasonable attorneys' fees and costs of litigation to the prevailing party. Punitive damages may be awarded for a willful failure to comply.
- (c) The remedies provided for herein are not exclusive and do not abrogate any remedies under statute or common law, notwithstanding whether those remedies are referred to in this Declaration.

Section 2. 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 or decisions of the Association. However, no Owner may withhold assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents as a measure to enforce such Owner's position, or for any other reason.

Section 3. Sanction and Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement anyone or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents:

- (a) Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- (b) Impose late charges of up to the greater of Twenty and no/100 (\$20.00) Dollars, or fifteen percent (15%) of the amount due, for each past due assessment or installment thereof, and interest at up to the highest rate permitted by law.
- (c) In the event of default of more than thirty (30) days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Lot owned by the defaulting Owner may be accelerated and shall then be payable in full. If all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration, reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- (d) Impose reasonable fines, penalties or charges for each violation of the Governing Documents of the Association.
- (e) Enter any Lot 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 other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition on the Lot which is causing the violation; provided, however, that any improvements which are a part of a Dwelling or Lot may be altered or demolished only pursuant to a court order or with the agreement of the Owner.
- (f) Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of mortgages by action or under a power of sale in the state where the Property is located.

Section 4. Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 2 (d) or (e) of this Article, the Board shall, upon written request of the offender, grant to the offender a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days' prior written notice to the offender. If the offending Owner fails to appear at the hearing, then the right to a hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearing established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing.

Section 5. Lien for Charges, Penalties, Etc. Any assessments, fines, penalties, charges or interest imposed under this Article shall be a lien against the Lot 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 Article IV. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board gives written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of any right to pursue any others.

Section 6. **Costs of Proceeding and Attorneys' Fees.** With respect to any collection measures, or any measure or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Governing Documents, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including, without limitation, fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate permitted by law) on the delinquent amounts owed to the Association.

Section 7. **Liability for Owners' and Occupants' Acts.** An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Lot, 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 rate resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

Section 8. **Enforcement by Owners.** The provisions of this Article shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents as provided therein.

ARTICLE XVII

AMENDMENT

Except insofar as a higher voting requirement may be otherwise required under this Declaration, this Declaration may be amended by the Association only upon consent of (i) Owners of Lots to which are allocated at least sixty-seven percent (67%) of the votes in the Association, (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Article XIII as to matters prescribed by said Article, and (iii) the consent of the Declarant to certain amendments as provided in Article X. Consent 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 and the Declarant shall be in writing.

In addition, the written consent of HUD and VA shall be required, so long as the period of Declarant Control set forth in Article V hereof shall not have terminated, in accordance with said Article X and the Act, for any amendment to the Declaration. Any such amendment to the Declaration shall be effective only when filed or recorded with the appropriate recording office of the county in which the Property is located. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be

adequate evidence thereof for all purposes, including, without limitation, the recording of the amendment.

ARTICLE XVIII

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:

Section 1. **General.** The operation and administration of the Association and the Property shall be governed by the Governing Documents. The Association shall, subject to the rights of the Owners set forth in the Governing Documents, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval of the individual Owners is specifically required by the Governing Documents. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

Section 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; (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible; and (iii) preserving the value and architectural uniformity and character of the Property.

Section 3. **Binding Effect of Actions.** All agreements and determinations made by the Association in accordance with the power and voting rights established by the Governing Documents shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined herein.

Section 4. **Bylaws.** The Association shall have Bylaws. The Bylaws and any amendments thereto shall govern the operation and administration of the Association.

Section 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; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

Section 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, however, that the Rules and Regulations shall not be inconsistent with the balance of the Governing Documents. 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 in this Article. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

Section 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.

Section 8. Conflict among Documents. In the event of any conflict among the provisions of the Declaration, the Bylaws or any Rules and Regulations approved by the Association, the Declaration shall control, and as between the Bylaws and the Rules and Regulations, the Bylaws shall control.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first written above.

HUMBOLDT GREENWAY
DEVELOPMENT LLC
a Minnesota Limited Liability Company

By: [Signature]
Ross M. Fefercorn
Its: Chief Manager

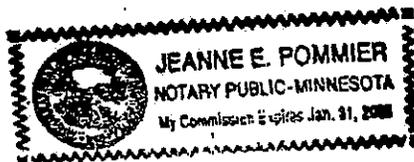
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of August, 2001, by Ross M. Fefercorn, the Chief Manager of Humboldt Greenway Development LLC, a Minnesota limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Hellmuth & Johnson, PLLC (NTP)
10400 Viking Drive, Suite 560
Eden Prairie, Minnesota 55344



h:\humboldt greenway\humboldt greenway project\declaration (SF).doc

EXHIBIT A

TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Legal Description of the Property

Lots 1 through 14, inclusive, Block 1

Lots 1 through 14, inclusive, Block 2

All in Humboldt Greenway Second Addition, Hennepin County, Minnesota

EXHIBIT B
TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

Legal Description of Additional Real Estate

Lots 1 through 16, inclusive, Block 1
Lots 1 through 14, inclusive, Block 2

All in Humboldt Greenway Third Addition, Ramsey County, Minnesota

AND

Lots 1 through 28, inclusive, Block 8
Lots 1 through 28, inclusive, Block 9
Lots 12 through 17, inclusive, Block 7
Lots 1 through 3, inclusive, and Lots 26 through 28, inclusive, Block 10
Lots 12 through 17, inclusive, Block 6
Lots 1 through 3, inclusive, and Lots 26 through 28, inclusive, Block 11
Lots 12 through 17, inclusive, Block 5
Lots 1 through 3, inclusive, Block 12
Lots 26 through 28, inclusive, Block 12

All in Camden Bungalow Addition, Hennepin County, Minnesota

AND

Lots 9 and 10, Auditor's Subdivision Number 159, Hennepin County, Minnesota, and that part of Lot 14 is said Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of said Lot 10;

And

That part of Lot 15, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of Lot 10 in said Auditor's Subdivision Number 159, Hennepin County, and which lies northeasterly of the northeasterly right of way line of Single Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960;

And

Those parts of Lots 7 and 8, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lie northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Bard of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960.



COPY

3622339

2002 AND PRIOR TAXES PAID
TAXPAYER SERVICES
TRANSFER ENTERED

OCT 28 2002

HENNEPIN COUNTY MINN.
DEPUTY

BY Michael J. [Signature]
REGISTRAR OF TITLES
DEPUTY

OCT 28 2002

OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

OR 992010-5

(Above Space Reserved for Recording Data)

**HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION
FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

DUPLICATE

Old Republic Title

This First Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made, effective on the date of recording, by Humboldt Greenway Development LLC, a Minnesota limited liability company (the "Declarant"), pursuant to the provisions of the Declaration (defined below). Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association is recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota as Document No. 3418728 (the "Declaration"), and

WHEREAS, the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Declarant the unilateral authority to add all or a portion of said Additional Real Estate, and

WHEREAS, Declarant desires to add and incorporate into the Property the Additional Real Estate legally described as follows:

**Lots 1 through 16, inclusive, Block 1; and Lots 1 through 14, inclusive, Block 2,
Humboldt Greenway Third Addition, Hennepin County, Minnesota,**

which Additional Real Estate includes thirty additional Lots as described herein, and

WHEREAS, attached hereto as Exhibit C is evidence of service showing that notice of this Amendment has been given to the Association, in compliance with Article XIV, Section 2 of the Declaration.

NOW, THEREFORE, the Declarant hereby enacts this Amendment, in accordance with the requirements of the Declaration, for the purpose of subjecting the Additional Real Estate described above to the Declaration as a part of the Property and hereby declares that said Additional Real Estate shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens provided for in the Declaration, as amended, and subject to this Amendment, all of which shall be binding upon all Persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns.

A. ADDING OF ADDITIONAL REAL ESTATE TO THE PROPERTY

The following Additional Real Estate is hereby added to the Property:

Lots 1 through 16, inclusive, Block 1; and Lots 1 through 14, inclusive, Block 2, Humboldt Greenway Third Addition, Hennepin County, Minnesota.

B. REALLOCATION OF COMMON EXPENSE OBLIGATIONS AND VOTING RIGHTS

Common Expense obligations and voting rights are reallocated among all Lots created by the Declaration and this Amendment, in accordance with the formulae set forth in Article III, Section 1, and Article V, Section 1 of the Declaration, respectively, effective as of the date of recording of this Amendment.

C. LEGAL DESCRIPTION OF THE PROPERTY AND ADDITIONAL REAL ESTATE

Exhibit A to the Declaration containing the legal description of the Property shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Declaration shall refer to Exhibit A attached hereto.

Exhibit B containing the legal description of the remaining Additional Real Estate shall be amended and replaced by Exhibit B attached hereto. All references to Exhibit B in the Declaration shall refer to Exhibit B attached hereto.

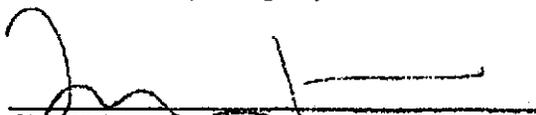
D. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, including all of the rights, benefits, restrictions and obligations conferred by the Declaration, as amended.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth below.

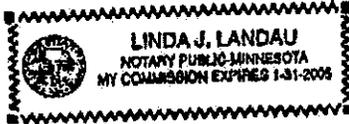
**HUMBOLDT GREENWAY
DEVELOPMENT LLC, a Minnesota
limited liability company**

By:
Its:


Chief Manager

STATE OF MINNESOTA }
COUNTY OF Hennepin } ss.

The foregoing instrument was acknowledged before me this 2nd day of October, 2002, by Ross M. Fefercorn, the Chief Manager of Humboldt Greenway Development LLC, a Minnesota limited liability company, on behalf of said entity.



Linda J. Landau
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Fredrick R. Krietzman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402-4302
(612) 373-8418

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION

**EXHIBIT A TO FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Property

Lots 1 through 14, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Second Addition, Hennepin County, Minnesota;

AND

Lots 1 through 16, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Third Addition, Hennepin County, Minnesota.

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION

**EXHIBIT B TO FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Additional Real Estate

Lots 12 through 17, inclusive, Block 5;
Lots 12 through 17, inclusive, Block 6;
Lots 12 through 17, inclusive, Block 7;
Lots 1 through 28, inclusive, Block 8;
Lots 1 through 28, inclusive, Block 9;
Lots 1 through 3, inclusive, and Lots 26 through 28, inclusive, Block 10;
Lots 1 through 3, inclusive, and Lots 26 through 28, inclusive, Block 11;
Lots 1 through 3, inclusive, Block 12; and
Lots 26 through 28, inclusive, Block 12

All in Camden Bungalow Addition, Hennepin County, Minnesota;

AND

Lots 9 and 10, Auditor's Subdivision Number 159, Hennepin County, Minnesota, and that part of Lot 14 is said Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of said Lot 10;

AND

That part of Lot 15, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of Lot 10 in said Auditor's Subdivision Number 159, Hennepin County, and which lies northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960;

AND

Those parts of Lots 7 and 8, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lie northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960.

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION
FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Consent by Mortgagee

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the First Amendment to Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Amendment") by one or more than one Mortgage recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Amendment; provided, that by consenting to the Amendment, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Declaration") nor does such consent modify or amend the terms and conditions of the Mortgage and other related loan documents; and provided further that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 2nd day of October, 2002.

BUILDERS MORTGAGE COMPANY LLC,
a Minnesota limited liability company

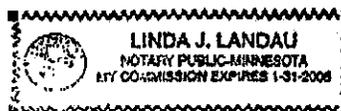
By: Walter M. Chambers
Its: VICE PRESIDENT

STATE OF MINNESOTA)
) ss.
COUNTY OF LeSueur)

The foregoing instrument was acknowledged before me this 2nd day of October, 2002, by Walter M. Chambers, the vice President of Builders Mortgage Company LLC, a Minnesota limited liability company, on behalf of said limited liability company.

Linda J. Landau
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Fredrick R. Krietzman, Esq.
FELHABER, LARSON, PENLON & VOGT, P.A.
Attorneys at Law
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8418



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A

Michelle McCann
REGISTRAR OF TITLES
DEPUTY

MAY 5 - 2009
4pm

OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON

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SCANNED

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Old Republic Title

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**HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION
SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

~~DUPLICATE~~

This Second Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made, effective on the date of recording, by Humboldt Greenway Development LLC, a Minnesota limited liability company (the "Declarant"), pursuant to the provisions of the Declaration (defined below). Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association is recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota, as Document No. 3418728, as amended and/or supplemented by Document No. 362339 (collectively the "Declaration"), and

WHEREAS, the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Declarant the unilateral authority to add all or a portion of said Additional Real Estate, and

WHEREAS, Declarant desires to add and incorporate into the Property the Additional Real Estate legally described as follows:

Lots 1 through 6, inclusive, Block 14; and Lots 1 through 6, inclusive, Block 19; Humboldt Greenway Fifth Addition, Hennepin County, Minnesota,

which Additional Real Estate includes twelve additional Lots as described herein, and

WHEREAS, attached hereto as Exhibit C is evidence of service showing that notice of this Amendment has been given to the Association, in compliance with Article XIV, Section 2 of the Declaration.

NOW, THEREFORE, the Declarant hereby enacts this Amendment, in accordance with the requirements of the Declaration, for the purpose of subjecting the Additional Real Estate

described above to the Declaration as a part of the Property and hereby declares that said Additional Real Estate shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens provided for in the Declaration, as amended, and subject to this Amendment, all of which shall be binding upon all Persons having or hereafter acquiring any right, title, or interest therein, including their heirs, personal representatives, grantees, successors, and assigns.

A. ADDING OF ADDITIONAL REAL ESTATE TO THE PROPERTY

The following Additional Real Estate is hereby added to the Property:

Lots 1 through 6, inclusive, Block 14; and Lots 1 through 6, inclusive, Block 19; Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

B. REALLOCATION OF COMMON EXPENSE OBLIGATIONS AND VOTING RIGHTS

Common Expense obligations and voting rights are reallocated among all Lots created by the Declaration and this Amendment, in accordance with the formulae set forth in Article III, Section 1, and Article V, Section 1 of the Declaration, respectively, effective as of the date of recording of this Amendment.

C. LEGAL DESCRIPTION OF THE PROPERTY AND ADDITIONAL REAL ESTATE

Exhibit A to the Declaration containing the legal description of the Property shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Declaration shall refer to Exhibit A attached hereto.

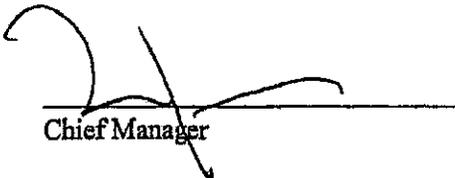
Exhibit B containing the legal description of the remaining Additional Real Estate shall be amended and replaced by Exhibit B attached hereto. All references to Exhibit B in the Declaration shall refer to Exhibit B attached hereto.

D. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, including all of the rights, benefits, restrictions, and obligations conferred by the Declaration, as amended.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth below.

**HUMBOLDT GREENWAY DEVELOPMENT
LLC, a Minnesota limited liability company**

By: 
Its: Chief Manager

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION

**EXHIBIT A TO SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Property

Lots 1 through 14, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Second Addition, Hennepin County, Minnesota;

AND

Lots 1 through 16, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Third Addition, Hennepin County, Minnesota;

AND

Lots 1 through 6, inclusive, Block 14; and
Lots 1 through 6, inclusive, Block 19,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION

**EXHIBIT B TO SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Additional Real Estate

Lots 12 through 17, inclusive, Block 5;
Lots 12 through 17, inclusive, Block 6;
Lots 1 through 28, inclusive, Block 8;
Lots 1 through 28, inclusive, Block 9;
Lots 1 through 3, inclusive, and Lots 26 through 28, inclusive, Block 11;
Lots 1 through 3, inclusive, Block 12; and
Lots 26 through 28, inclusive, Block 12

All in Camden Bungalow Addition, Hennepin County, Minnesota;

AND

Lots 9 and 10, Auditor's Subdivision Number 159, Hennepin County, Minnesota, and that part of Lot 14 is said Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of said Lot 10;

AND

That part of Lot 15, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of Lot 10 in said Auditor's Subdivision Number 159, Hennepin County, and which lies northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960;

AND

Those parts of Lots 7 and 8, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lie northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960.

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION
SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Consent by Mortgagee

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Amendment") by one or more than one Mortgage recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Amendment; provided, that by consenting to the Amendment, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Declaration") nor does such consent modify or amend the terms and conditions of the Mortgage and other related loan documents; and provided further that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

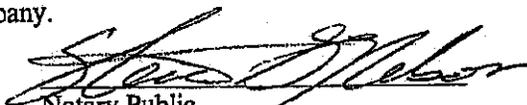
IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 26 day of APRIL, 2005.

BUILDERS MORTGAGE COMPANY
LLC, a Minnesota limited liability company

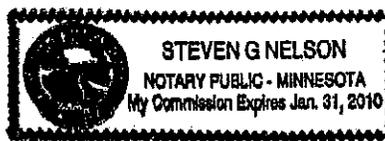
By: Walter M Chambers
Its: VICE PRESIDENT

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 26 day of April, 2005, by Walter M. Chambers, the Vice President of Builders Mortgage Company LLC, a Minnesota limited liability company, on behalf of said limited liability company.


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



HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION
SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Consent by Mortgagee

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Amendment") by one or more than one Mortgage recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Amendment; provided, that by consenting to the Amendment, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Declaration") nor does such consent modify or amend the terms and conditions of the Mortgage and other related loan documents; and provided further that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 18th day of April, 2005.

CITY OF MINNEAPOLIS, a Minnesota
municipal corporation

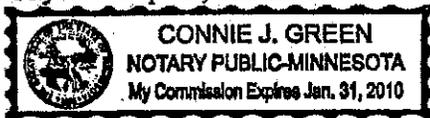
By:
Its:

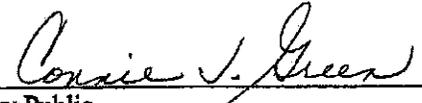


FINANCE OFFICER

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 18th day of April, 2005, by Patrick P. Born, the Finance Officer of the City Minneapolis, a Minnesota municipal corporation, on behalf of said 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

2004 AND PRIOR TAXES PAID
TAXPAYER SERVICES
TRANSFER ENTERED

COPY

OCT 10 2005

HENNEPIN COUNTY MINN.
Severey F. Jensen DEPUTY

(Above Space Reserved for Recording Data)

DUPLICATE

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Old Republic Title

021028162-5

This Third Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made, effective on the date of recording, by Humboldt Greenway Development LLC, a Minnesota limited liability company (the "Declarant"), pursuant to the provisions of the Declaration (defined below). Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association is recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota, as Document No. 3418728, as amended and/or supplemented by Document Nos. 362339 and 4110356 (collectively the "Declaration"), and

WHEREAS, the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Declarant the unilateral authority to add all or a portion of said Additional Real Estate, and

WHEREAS, Declarant desires to add and incorporate into the Property the Additional Real Estate legally described as follows:

**Lots 1 through 15, inclusive, Block 13, Humboldt Greenway Fifth Addition,
Hennepin County, Minnesota,**

which Additional Real Estate includes fifteen additional Lots as described herein, and

WHEREAS, attached hereto as Exhibit C is evidence of service showing that notice of this Amendment has been given to the Association, in compliance with Article XIV, Section 2 of the Declaration.

NOW, THEREFORE, the Declarant hereby enacts this Amendment, in accordance with the requirements of the Declaration, for the purpose of subjecting the Additional Real Estate

described above to the Declaration as a part of the Property and hereby declares that said Additional Real Estate shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens provided for in the Declaration, as amended, and subject to this Amendment, all of which shall be binding upon all Persons having or hereafter acquiring any right, title, or interest therein, including their heirs, personal representatives, grantees, successors, and assigns.

A. ADDING OF ADDITIONAL REAL ESTATE TO THE PROPERTY

The following Additional Real Estate is hereby added to the Property as fifteen Lots:

Lots 1 through 15, inclusive, Block 13, Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

B. REALLOCATION OF COMMON EXPENSE OBLIGATIONS AND VOTING RIGHTS

Common Expense obligations and voting rights are reallocated among all Lots created by the Declaration and this Amendment, in accordance with the formulae set forth in Article III, Section 1, and Article V, Section 1 of the Declaration, respectively, effective as of the date of recording of this Amendment.

C. LEGAL DESCRIPTION OF THE PROPERTY AND ADDITIONAL REAL ESTATE

Exhibit A to the Declaration containing the legal description of the Property shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Declaration shall refer to Exhibit A attached hereto.

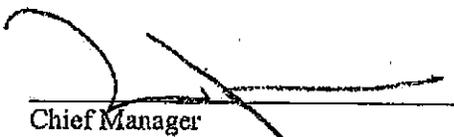
Exhibit B containing the legal description of the remaining Additional Real Estate shall be amended and replaced by Exhibit B attached hereto. All references to Exhibit B in the Declaration shall refer to Exhibit B attached hereto.

D. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, including all of the rights, benefits, restrictions, and obligations conferred by the Declaration, as amended.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth below.

**HUMBOLDT GREENWAY DEVELOPMENT
LLC, a Minnesota limited liability company**

By: 
Its: Chief Manager

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION
EXHIBIT A TO THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Legal Description of Property

Lots 1 through 14, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Second Addition, Hennepin County, Minnesota;

AND

Lots 1 through 16, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Third Addition, Hennepin County, Minnesota;

AND

Lots 1 through 15, inclusive, Block 13,
Lots 1 through 6, inclusive, Block 14; and
Lots 1 through 6, inclusive, Block 19,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION

**EXHIBIT B TO THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Additional Real Estate

Lots 1 through 10, inclusive, Block 4;
Lots 1 through 7, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 1 through 14, inclusive, Block 8;

Lots 1 through 7, inclusive, Block 9;
Lots 1 through 7, inclusive, Block 10;
Lots 1 through 7, inclusive, Block 11;
Lots 1 through 10, inclusive, Block 12;
Lots 1 through 6, inclusive, Block 15;
Lots 1 through 6, inclusive, Block 16;
Lots 1 through 6, inclusive, Block 17; and
Lots 1 through 6, inclusive, Block 18,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota;

AND

Lots 9 and 10, Auditor's Subdivision Number 159, Hennepin County, Minnesota, and that part of Lot 14 is said Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of said Lot 10;

AND

That part of Lot 15, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of Lot 10 in said Auditor's Subdivision Number 159, Hennepin County, and which lies northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960;

AND

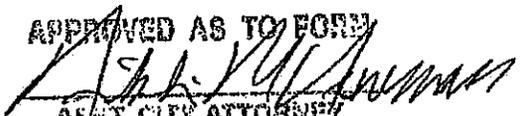
Those parts of Lots 7 and 8, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lie northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960.

HUMBOLDT GREENWAY HOMEOWNERS ASSOCIATION
THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

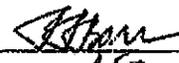
Consent by Mortgagee

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Amendment") by one or more than one Mortgage recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Amendment; provided, that by consenting to the Amendment, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Homeowners Association (the "Declaration") nor does such consent modify or amend the terms and conditions of the Mortgage and other related loan documents; and provided further that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 29th day of September, 2005.

APPROVED AS TO FORM

ASST. CITY ATTORNEY

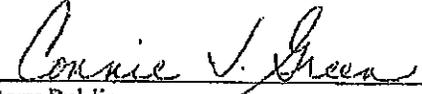
CITY OF MINNEAPOLIS, a Minnesota
municipal corporation

By: 
Its: CFO

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 29th day of September 2005, by Fatrick P. Barn, the Finance Officer of the City Minneapolis, a Minnesota municipal corporation, on behalf of said 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

2004 AND PRIOR TAXES PAID
TAXPAYER SERVICES
TRANSFER ENTERED

COPY

OCT 10 2005

HENNEPIN COUNTY MINN.
Deputy F. H. H. H. DEPUTY

(Above Space Reserved for Recording Data)

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

DUPLICATE

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Old Republic Title 021028162-5

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made, effective on the date of recording, by Humboldt Greenway Development LLC, a Minnesota limited liability company (the "Declarant"), pursuant to the provisions of the Declaration (defined below). Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association is recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota, as Document No. 3418727, as amended and/or supplemented by Document Nos. 3622338, 3896431, and 4110355 (collectively the "Declaration"), and

WHEREAS, the Declaration provides for the addition to the Property of Additional Property as defined in the Declaration, and grants to Declarant the unilateral authority to add and incorporate into the Property all or a portion of said Additional Property, and

WHEREAS, Declarant desires to add and incorporate into the Property the Additional Property legally described as follows:

**Lots 1 through 15, inclusive, Block 13, Humboldt Greenway Fifth Addition,
Hennepin County, Minnesota,**

which Additional Property includes fifteen additional Units as described herein.

NOW, THEREFORE, the Declarant hereby enacts this Amendment, in accordance with the requirements of the Declaration, for the purpose of subjecting the Additional Property described above to the Declaration as a part of the Property and hereby declares that said Additional Property shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens provided for in the Declaration, as amended, and subject to this Amendment, all of which shall be binding upon all Persons having or hereafter

acquiring any right, title, or interest therein, including their heirs, personal representatives, grantees, successors, and assigns.

A. ADDING OF ADDITIONAL PROPERTY TO THE PROPERTY

The following Additional Property is hereby added to the Property as fifteen Units:

Lots 1 through 15, inclusive, Block 13, Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

B. LEGAL DESCRIPTION OF THE PROPERTY AND ADDITIONAL PROPERTY

Exhibit A to the Declaration containing the legal description of the Property (referred to as "Existing Property" is that Exhibit) shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Declaration shall refer to Exhibit A attached hereto.

Exhibit B containing the legal description of the remaining Additional Property shall be amended and replaced by Exhibit B attached hereto. All references to Exhibit B in the Declaration shall refer to Exhibit B attached hereto.

C. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, including all of the rights, benefits, restrictions, and obligations conferred by the Declaration, as amended.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth below.

**HUMBOLDT GREENWAY
DEVELOPMENT LLC**, a Minnesota
limited liability company

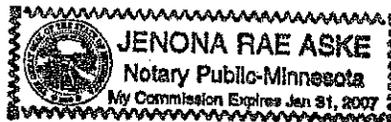
By: _____
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 23rd day of September, 2005, by Ross M. Fefercorn, the Chief Manager of Humboldt Greenway Development LLC, a Minnesota limited liability company, on behalf of said entity.

Jenona Rae Aske
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



HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION
EXHIBIT A TO FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Legal Description of Property

Lots 1 through 14, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Second Addition, Hennepin County, Minnesota;

AND

Lots 1 through 16, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Third Addition, Hennepin County, Minnesota;

AND

Lots 1 through 7, inclusive, Block 1;
Lots 1 through 7, inclusive, Block 2;
Lots 1 through 7, inclusive, Block 3;
Lots 1 through 7, inclusive, Block 4;
Lots 1 through 7, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 1 through 7, inclusive, Block 8; and
Lots 1 through 7, inclusive, Block 9,

All in Humboldt Greenway Fourth Addition, Hennepin County, Minnesota; and

AND

Lots 1 through 15, inclusive, Block 13;
Lots 1 through 6, inclusive, Block 14; and
Lots 1 through 6, inclusive, Block 19,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

**EXHIBIT B TO FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Additional Property

Lots 1 through 10, inclusive, Block 4;
Lots 1 through 7, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 1 through 14, inclusive, Block 8;

Lots 1 through 7, inclusive, Block 9;
Lots 1 through 7, inclusive, Block 10;
Lots 1 through 7, inclusive, Block 11;
Lots 1 through 10, inclusive, Block 12;
Lots 1 through 6, inclusive, Block 15;
Lots 1 through 6, inclusive, Block 16;
Lots 1 through 6, inclusive, Block 17; and
Lots 1 through 6, inclusive, Block 18,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota;

AND

Lots 9 and 10, Auditor's Subdivision Number 159, Hennepin County, Minnesota, and that part of Lot 14 is said Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of said Lot 10;

AND

That part of Lot 15, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of Lot 10 in said Auditor's Subdivision Number 159, Hennepin County, and which lies northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960;

AND

Those parts of Lots 7 and 8, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lie northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960.

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Consent by Mortgagee

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association (the "Amendment") by one or more than one Mortgage recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Amendment; provided, that by consenting to the Amendment, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association (the "Declaration") nor does such consent modify or amend the terms and conditions of the Mortgage and other related loan documents; and provided further that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 22nd day of September, 2005.

CITY OF MINNEAPOLIS, a Minnesota
municipal corporation

APPROVED AS TO FORM

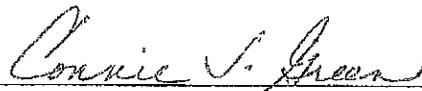

ASST. CITY ATTORNEY

By:
Its:


lfo

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 29th day of September 2005, by Fredrick R. Krietzman, the Finance Officer of the City Minneapolis, a Minnesota municipal corporation, on behalf of said 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

(Above Space Reserved for Recording Data)

**HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION
FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made, effective on the date of recording, by Humboldt Greenway Development LLC, a Minnesota limited liability company (the "Declarant"), pursuant to the provisions of the Declaration (defined below). Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association is recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota, as Document No. 3418727, as amended and/or supplemented by Document Nos. 3622338, 3896431, 4110355, and 4171727 (collectively the "Declaration"), and

WHEREAS, the Declaration provides for the addition to the Property of Additional Property as defined in the Declaration, and grants to Declarant the unilateral authority to add and incorporate into the Property all or a portion of said Additional Property, and

WHEREAS, Declarant desires to add and incorporate into the Property the Additional Property legally described as follows:

Lots 1 through 7, inclusive, Block 10, and Lots 1 through 7, inclusive, Block 11, Humboldt Greenway Fifth Addition, Hennepin County, Minnesota,

which Additional Property includes eight additional Units as described herein.

NOW, THEREFORE, the Declarant hereby enacts this Amendment, in accordance with the requirements of the Declaration, for the purpose of subjecting the Additional Property described above to the Declaration as a part of the Property and hereby declares that said Additional Property shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens provided for in the Declaration, as amended, and subject to this Amendment, all of which shall be binding upon all Persons having or hereafter

MPLS. CITY FINANCE DEPT. COPY

CONTRACT # 2111

MPLS-Word-100101.2

RETURN WITH ORIGINAL SIGNATURES

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION
EXHIBIT A TO FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Legal Description of Property

Lots 1 through 14, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Second Addition, Hennepin County, Minnesota;

AND

Lots 1 through 16, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Third Addition, Hennepin County, Minnesota;

AND

Lots 1 through 7, inclusive, Block 1;
Lots 1 through 7, inclusive, Block 2;
Lots 1 through 7, inclusive, Block 3;
Lots 1 through 7, inclusive, Block 4;
Lots 1 through 7, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 1 through 7, inclusive, Block 8; and
Lots 1 through 7, inclusive, Block 9,

All in Humboldt Greenway Fourth Addition, Hennepin County, Minnesota; and

AND

Lots 1 through 7, inclusive, Block 10;
Lots 1 through 7, inclusive, Block 11;
Lots 1 through 15, inclusive, Block 13;
Lots 1 through 6, inclusive, Block 14; and
Lots 1 through 6, inclusive, Block 19,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

**EXHIBIT B TO FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Additional Property

Lots 1 through 10, inclusive, Block 4;
Lots 1 through 7, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 1 through 14, inclusive, Block 8;

Lots 1 through 7, inclusive, Block 9;
Lots 1 through 10, inclusive, Block 12;
Lots 1 through 6, inclusive, Block 15;
Lots 1 through 6, inclusive, Block 16;
Lots 1 through 6, inclusive, Block 17; and
Lots 1 through 6, inclusive, Block 18,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota;

AND

Lots 9 and 10, Auditor's Subdivision Number 159, Hennepin County, Minnesota, and that part of Lot 14 is said Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of said Lot 10;

AND

That part of Lot 15, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of Lot 10 in said Auditor's Subdivision Number 159, Hennepin County, and which lies northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960;

AND

Those parts of Lots 7 and 8, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lie northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960.

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Consent by Mortgagee

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association (the "Amendment") by one or more than one Mortgage recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Amendment; provided, that by consenting to the Amendment, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association (the "Declaration") nor does such consent modify or amend the terms and conditions of the Mortgage and other related loan documents; and provided further that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 16th day of NOVEMBER, 2005.

CITY OF MINNEAPOLIS, a Minnesota
municipal corporation

By:

Its:

P. Born
Finance Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 16th day of November 2005, by Patrick P. Born, the Finance Officer of the City Minneapolis, a Minnesota municipal corporation, on behalf of said corporation.



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

Connie J. Green
Notary Public

Old Republic Title

DATE 707695 (Above Space Reserved for Recording Data)

①

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
DUPLICATE

This Sixth Amendment to Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made, effective on the date of recording, by Humboldt Greenway Development LLC, a Minnesota limited liability company (the "Declarant"), pursuant to the provisions of the Declaration (defined below). Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the meaning assigned to them in the Declaration.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association is recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota, as Document No. 3418727, as amended and/or supplemented by Document Nos. 3622338, 3896431, 4110355, 4171727, and 4200558 (collectively the "Declaration"), and

WHEREAS, the Declaration provides for the addition to the Property of Additional Property as defined in the Declaration, and grants to Declarant the unilateral authority to add and incorporate into the Property all or a portion of said Additional Property, and

WHEREAS, Declarant desires to add and incorporate into the Property the Additional Property legally described as follows:

Lots 1, 2, and 3, Block 8, Humboldt Greenway Fifth Addition, Hennepin County, Minnesota,

which Additional Property includes three additional Units as described herein.

NOW, THEREFORE, the Declarant hereby enacts this Amendment, in accordance with the requirements of the Declaration, for the purpose of subjecting the Additional Property described above to the Declaration as a part of the Property and hereby declares that said Additional Property shall be held, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens provided for in the Declaration, as amended, and subject to this Amendment, all of which shall be binding upon all Persons having or hereafter acquiring any right, title, or interest therein, including their heirs, personal representatives, grantees, successors, and assigns.

A. ADDING OF ADDITIONAL PROPERTY TO THE PROPERTY

The following Additional Property is hereby added to the Property as three Units:

Lots 1, 2, and 3, Block 8, Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

B. LEGAL DESCRIPTION OF THE PROPERTY AND ADDITIONAL PROPERTY

Exhibit A to the Declaration containing the legal description of the Property (referred to as "Existing Property" is that Exhibit) shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Declaration shall refer to Exhibit A attached hereto.

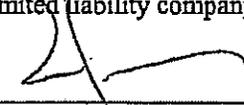
Exhibit B to the Declaration containing the legal description of the remaining Additional Property shall be amended and replaced by Exhibit B attached hereto. All references to Exhibit B in the Declaration shall refer to Exhibit B attached hereto.

C. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, including all of the rights, benefits, restrictions, and obligations conferred by the Declaration, as amended.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first set forth below.

**HUMBOLDT GREENWAY
DEVELOPMENT LLC, a Minnesota
limited liability company**

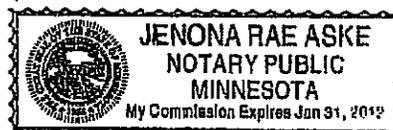
By: 
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 15th day of January, 2008, by Ross M. Fefercorn, the Chief Manager of Humboldt Greenway Development LLC, a Minnesota limited liability company, on behalf of said entity.


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



HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

**EXHIBIT A TO SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Property

Lots 1 through 14, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Second Addition, Hennepin County, Minnesota;

AND

Lots 1 through 16, inclusive, Block 1; and
Lots 1 through 14, inclusive, Block 2,

All in Humboldt Greenway Third Addition, Hennepin County, Minnesota;

AND

Lots 1 through 7, inclusive, Block 1;
Lots 1 through 7, inclusive, Block 2;
Lots 1 through 7, inclusive, Block 3;
Lots 1 through 7, inclusive, Block 4;
Lots 1 through 7, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 1 through 7, inclusive, Block 8; and
Lots 1 through 7, inclusive, Block 9,

All in Humboldt Greenway Fourth Addition, Hennepin County, Minnesota; and

AND

Lots 1, 2, and 3, Block 8;
Lots 1 through 7, inclusive, Block 10;
Lots 1 through 7, inclusive, Block 11;
Lots 1 through 15, inclusive, Block 13;
Lots 1 through 6, inclusive, Block 14; and
Lots 1 through 6, inclusive, Block 19,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota.

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

**EXHIBIT B TO SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Legal Description of Additional Property

Lots 1 through 10, inclusive, Block 4;
Lots 1 through 7, inclusive, Block 5;
Lots 1 through 7, inclusive, Block 6;
Lots 1 through 7, inclusive, Block 7;
Lots 4 through 14, inclusive, Block 8;
Lots 1 through 7, inclusive, Block 9;
Lots 1 through 10, inclusive, Block 12;
Lots 1 through 6, inclusive, Block 15;
Lots 1 through 6, inclusive, Block 16;
Lots 1 through 6, inclusive, Block 17; and
Lots 1 through 6, inclusive, Block 18,

All in Humboldt Greenway Fifth Addition, Hennepin County, Minnesota;

AND

Lots 9 and 10, Auditor's Subdivision Number 159, Hennepin County, Minnesota, and that part of Lot 14 is said Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of said Lot 10;

AND

That part of Lot 15, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lies southerly of the westerly extension of the northerly line of Lot 10 in said Auditor's Subdivision Number 159, Hennepin County, and which lies northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960;

AND

Those parts of Lots 7 and 8, Auditor's Subdivision Number 159, Hennepin County, Minnesota, which lie northeasterly of the northeasterly right of way line of Shingle Creek Parkway as opened by the City of Minneapolis Board of Park Commissioners Resolution adopted July 6, 1960, and filed as Document No. 3262594 in the Office of the Hennepin County Recorder on November 17, 1960.

HUMBOLDT GREENWAY MASTER COMMUNITY ASSOCIATION

SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Consent by Mortgagee

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association (the "Amendment") by one or more than one Mortgage recorded in the office of the Registrar of Titles in and for Hennepin County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Amendment; provided, that by consenting to the Amendment, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration of Covenants, Conditions and Restrictions of Humboldt Greenway Master Community Association (the "Declaration") nor does such consent modify or amend the terms and conditions of the Mortgage and other related loan documents; and provided further, that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 27th day of December, 2007.

Approved as to Form:

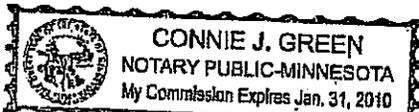
CITY OF MINNEAPOLIS, a Minnesota
municipal corporation

[Signature]
Assistant City Attorney

By: [Signature]
Its: CTO

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The forgoing instrument was acknowledged before me this 27th day of December, 2007, by Patrik P. Baird, the Chief Financial Officer of the City of Minneapolis, a Minnesota municipal corporation, on behalf of said corporation.



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

[Signature]
Notary Public

Responsible Department Head
Approval: [Signature]
Elizabeth J. Ryan, Director of
Housing Policy and Development (CPED)



COPY

Doc No 4464154 01/24/2008 10:00 AM
Certified filed and or recorded on above date:
Office of the Registrar of Titles
Hennepin County, Minnesota
Michael H. Cunniff, Registrar of Titles
TransID 369715

New cert Cert
 1207307.5

Deputy 22
Fees
\$1.50 AF
\$10.50 STATEFEE
\$34.00 TDOC FEE
\$0.00 TSUR
\$2.00 COPY
\$48.00 Total