

RULES AND REGULATIONS

Revised April, 2005
Effective May 15, 2005

MEADOWLARK TOWNHOUSE ASSOCIATION
Meadowlark Lane
Maple Grove, MN 55369

****IMPORTANT DOCUMENT****

**Please place with your condominium documents. These Rules and Regulations
supersede any previous Rules and Regulations or Operating Policies**

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Meadowlark Townhouse Association

Rules and Regulations

May 15, 2005

Article I

These rules and regulations are intended to provide reasonable guidelines for the Owners and residents who live within Meadowlark Townhouses Community in addition to the covenants and restrictions described in the Declaration and Bylaws. It is the Association's goal to provide the highest quality of residential living that can be obtained within the budget and assessment limits that have been established.

Under Minnesota law, by accepting title to a Unit within the Association, an Owner becomes obligated to comply with the provisions of the Declaration, the Bylaws and the Rules and Regulations established by the Board of Directors from time to time. These Rules and Regulations are intended to be consistent with the requirements of the Declaration and the Bylaws.

Board members serve on the board without compensation. The only intent of the board is to help insure that living at Meadowlark Town houses is as pleasant and as safe as it possibly can be.

I General Regulations.

- a. Damages. Owners, Residents and their Guests are personally responsible for any damage caused by their negligence to the exteriors of any building or Common Areas of the community.
- b. Residential Use Only. No unit within the development shall be used except as a private, single-family residential dwelling and not for transient, hotel, commercial business or other non-residential purposes.
 1. Businesses within the home are limited to home offices where clientele is not expected and advertising signs are prohibited from being displayed. Home daycares are limited to the care of two (2) immediate family members only ie: grandchildren, niece or nephew.

- c. Speed Limits. For the safety of all residents, **extreme** caution is to be used driving in the common parking areas. Stop at the stop sign.
- d. Noise/Conduct. Residents **and/or their visitors** are not allowed to engage in any activities that violate the rights of your neighbors to a quiet environment or that create a nuisance to others. Owners, residents and their guests must refrain from disturbing noises and activities between 10:00 p.m. and 7:00 a.m.
- e. Instruct visitors not to honk horn to announce that they are waiting for you. This practice violates the rights of your neighbors to a quiet environment.
- f. Wind chimes are not allowed on the outside of Units as they violate the rights of your neighbors to a quiet environment.
- g. Parties. Owners should refrain from having parties that exceed reasonable limits for the purposes of parking, noise and other inconveniences to neighbors.
- h. Storage of garbage cans outside of the living units is not allowed.
- i. Storage of fireplace wood outside of the living units is not allowed.
- j. Use of blankets, sheets, bath towels, articles of clothing in place of curtains, drapes or normal window covering is not allowed.
- k. Children must be supervised. Loitering will not be allowed.

II. Insurance – See addendum for additional information

- a. The Association may, in the case of a claim for damage to a Unit, (1) pay the deductible amount as a Common Expense of the Association, (2) assess the deductible amount against the units affected in any reasonable manner, in the discretion of the Board of Directors or (3) require the Owners of the Units affected to pay the deductible directly. Owners should either seek their own insurance coverage to pay such deductibles in the event the deductible is assessed to them or be prepared to pay the deductibles in full. The Association's deductible amounts are subject to change from time to time without notice at the discretion of the Board of Directors.

III. Sale of a Unit.

- a. Any Owner contemplating the sale of their home shall inform the Association's Management Company or the Association's Designated representative within one week of the property being listed in order for the proper documents to be organized. Upon closing, the new Owner shall inform the Management Company of the new Owner's name, mailing address and telephone number.
- b. The Association must provide a disclosure statement stating the status of dues, insurance, assessments and liens to the Existing Owner. It is the existing Owner's responsibility to provide the disclosure statement to the buyer.

IV. Unit Leasing

- a. Leasing of Units shall be allowed, subject to these Rules and Regulation and subject to the following conditions: (1) that no Unit shall be leased for transient or hotel purposes, (2) that no Unit may be subleased, (3) that all leases shall be in writing. (4) that all leases shall provide that they are subject to the provisions of the Declaration, the Bylaws and the Rules and Regulations and the Minnesota Common Interest Ownership Act, and (5) that any failure of the renter to comply with the Terms of such documents shall be a default under the lease.
- b. Owners must live in their Unit for a minimum of one (1) year prior to leasing it out. After one year of owner occupancy, owners are allowed to rent the unit with an approved lease form and lease terms of no less than one year. All potential renter including children over the age of 18 must be screened by the Management Company for credit and criminal history. Approved renters must have the ability to afford the rent and anyone with a felony charge will be denied. A fee of \$25.00 per applicant over the age of 18 is required and is typically paid by the applicant. Please contact the management company to obtain applications / leases.
- c. Owners who lease their units shall comply with the following conditions:
 - 1. Owners, not renters, shall pay the monthly assessments.
 - 2. Approved renters are to be given a set of rules and regulations and are required to abide by them. Any infractions will be the responsibility of the unit owner to correct after notification by Management. Fines for

continued infractions will be charged to the unit owner. The Association also retains the right to request that the lease be immediately terminated when:

Disturbances or rule infractions continue with disregard

Any drug activity

Three police calls in a one year time for domestic or other disturbances.

3. Leases shall be a minimum of one (1) year in length.
4. Occupancy must not exceed City of Maple Grove ordinances that require sleeping rooms allow for a minimum of 50sq ft per occupant. (approx. 2 persons per bdrm)
5. Owners shall supply the names and telephone numbers of the renters as well as a copy of the lease to the Management Company.
6. It is the Owner's responsibility to handle all maintenance, repair, etc. within the Owner's unit and to make sure that the renter fully understands that all matters regarding maintenance, repair, etc. are to be handled by the Owner and not the Association.
7. Any Owner who is not an occupant must notify the Management Company of his/her current address and business and home telephone numbers.
8. It is the Owner's obligation to ensure that either the Owner or the renter has an appropriate policy of insurance covering any damages to the Unit not covered by the Association's policy of insurance or any liability of the Owner or renter.
9. All leases shall be on an approved lease form. Minnesota Multihousing Association form lease shall be an approved form. The Association may have other approved forms from time to time.

V. Animal Restrictions:

- a. An Owner or renter may keep a small caged animal and/or two (2) domestic dogs, OR two (2) domestic cats, or one (1) dog and one (1) cat in his/her unit
- b. Kenneling and or breeding activities are not allowed.
- c. Dogs and cats must be kept within the town home. Doghouses or kennels, either outside or within the garage is not permitted.
- d. All animals over the age of six months of age must be licensed per the City of Maple Grove Animal Ordinance.
- e. Animals shall not be tethered on the Common areas or allowed on the Common areas unless on a leash.

- f. Animals shall be leashed and controlled by their owner at all times when outside.
- g. Dog droppings shall be picked up immediately. No droppings are permitted on the grass, sidewalks or Common areas at any time.
- h. Owners are responsible for paying for damages caused by pets to the grounds or landscaping. The Association shall complete the work and assess the cost back to the owner.
- j. These animal Rules and Regulations are subject to change from time to time at the discretion of the Board of Directors.

VI. Parking

- a. Any vehicle or other property not in compliance with these Rules and Regulations is subject to towing, without notice and at the owner's expense.
- b. Renting Short-term storage units such as moving Pods must have prior approval by the Board of Directors. These units must be stored behind the Owner's garage only.
- c. Recreational vehicles, boating equipment, trailers, motor vehicles, motor homes, bicycles, motorcycles, all terrain vehicles, snowmobiles and their trailers shall not be parked or stored on the Common areas. These items must be stored completely inside the garage such that the garage door may be completely closed. When not in use, all recreational items must be stored in the garage.
- d. Maple Grove ordinances disallow overnight parking on city streets.
- e. Vehicles must be moved to permit snow removal as dictated by the Association's snow removal contractor.
- f. Each living unit will be allowed outside parking for two vehicles. The lot space for outside parking for excess vehicles is the area of the lot directly in front of the living unit's garage door.
- g. No parking will be allowed along the curb line to the East of the buildings. This curb is to be left open as a permanent access lane for emergency vehicles and general access to the garages.
- h. Owners are to direct visitors to park directly in front of their living unit garages or in the clearly marked visitor parking areas between the buildings. At no time are guests to park along the curb line to the East of the buildings.
- i. Visitor parking area is reserved for visitors and not to be used for resident's vehicles as additional parking or overnight parking.

VII. Garages

- a. Maintenance and repair of vehicles within the garage is permitted if they are not of a potentially dangerous nature and are not a nuisance to neighbors. Vehicle repairing in the parking lot or driveway is **not** permitted except for minor repairs requiring less than one day's time.
- b. **Extreme** caution must be used in letting vehicle's motors run. Letting vehicles running in the driveway and especially in the garage is not allowed. Automobile, truck, motorcycle, and recreational vehicles' fumes are dangerous to life.

VIII. Driveways

- a. The Owner of the driveway should wash off oil droppings on driveways with detergent and water. Any damage to the driveway is the Owner's responsibility to repair or replace if necessary.
- b. After 2 inches of snowfall, vehicles parked in a driveway **MUST** be moved to facilitate plowing. If the vehicle is **NOT** moved, the Owner is responsible for snow removal or the vehicle is subject to towing.
- c. **Extreme** caution to be used at all times while driving through the complex. Stopping at the stop sign is required.
- d. Recreational vehicles such as mini bikes, three wheelers, snowmobiles are not to be used in the parking areas other than to leave the premises.
- e. Children are **NOT** allowed to play in the driveway and parking area nor on the mailboxes. It is very hazardous as vehicles pull in and out.

IX. Building Exteriors and Common Areas

- a. No alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise shall be made, or caused or allowed to be made by any Owner or resident, or their guests in any part of the common areas or in any part of a Unit which affects the Common areas or another Unit without the prior written authorization of the Board of Directors.
- b. No structures such as basketball stands, jungle gyms, fences, or other such items shall be permanently or temporarily placed on the exterior grounds.
- c. No uncoiled hoses shall be left in the yards.
- d. Storage of garbage cans and recycling boxes outside of Units is not allowed.
- e. Deck and patio furniture, barbecues, plant pots and related items may be placed on decks. Such items may also be stored on or under decks if covered in the off-season. Decks and **under decks** are not to be used as a storage area for bikes, swimming pools, large play houses or toys. All of like items must be stored inside the Unit or in the garage when not in use. All personal items must be stored in the garage.
- f. Charcoal barbecues are not allowed to be used on decks and shall be used at least five (5) feet from the building. Grilling is not allowed in the garage. Any damage to the deck or siding from a gas grill will be repaired at the owner's expense.
- g. Holiday lights may be hung, but the use of screws or nails to hang the lights is prohibited. Lights may be hung on the units using suction cups, shingle clips or similar items. Holiday lights may be displayed between Thanksgiving Day and January 30th. Holiday lights not removed by January 30th are subject to removal by the Association. The costs to do this will be assessed back to the Owner.
- h. Bikes, tricycles, scooters, swimming pools, basketball hoops, playhouses and toys of all kinds must be put away **in the garage** every night.
- i. Planter boxes and containers must be cleaned and dead plants must be removed by November 30.
- j. Plantings in Common Areas: Each Unit will be allowed to establish planting area directly in front of the Owner's balcony, however the area is not to extend beyond the bottom step.

- k. No plantings within the area may grow to a height greater than the height of the deck.
- l. Owners are responsible for planting and cleanup. If gardens go to weeds, the Association will submit a warning to maintain the garden. After a reasonable time, the Association will contract to have the garden weeded and cared for at the expense of the Owner. One more warning will be issued and again after a reasonable time, the garden will be removed and returned to grass at the Owner's expense.
- m. Grass and trees are to be respected. Owners will instruct children not to ride bikes on the grass or to climb in trees or damage any Common areas. Owners will be held responsible for damages.
- n. The Entrance area is to be respected: children are not allowed to play in this area. Displacing rocks and playing on the mailboxes is not allowed.
- o. Clotheslines or use of deck railings for drying clothes is not allowed.

X. Liability for Owner's and Occupant's Acts.

- a. **Liens for Charges, Penalties, Etc.** Any charges, penalties, interest costs, collection costs, court costs or attorney's fees imposed or incurred by the Association will be assessed against the Unit of the Owner whom the same are imposed and will be a lien against the Unit in the same manner as a lien for assessments and will also be a personal obligation of such owner. The lien shall attach as of the date of imposition of the remedy, but will not be final as to violations until affirmed in writing by the Board of Directors following any hearing by the Board of Directors or its designee.
- b. **Liability for Owner's and Occupant's Acts.** All Owners are jointly and severally liable for the expense of any maintenance, repair or placement rendered necessary by their acts or omissions, or by the Occupants of their Units, or their families or guests, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or Owners or occupants. The Association may assess the responsible Owner for any insurance deductible amount payable by the Association and the amount of any increase in the Association's insurance premiums resulting from the conduct in question.

XI. Entitlement to Relief.

- a. Each Owner or resident of a Unit is governed by and must comply with the provisions of the Declaration, the Bylaws and the Rules and Regulations (Collectively, the "Governing Documents") and such amendments as may be made from time to time. A failure to comply entitles the Association to the following relief:
 1. The Association may commence legal action to recover sums due, for damages, injunctive relief, lien foreclosure or any combination thereof, or any action for any other relief authorized by the Governing Documents or available by law or in equity. The Association may seek relief or, if appropriate, by an aggrieved Owner, but in no case may an Owner withhold any assessment due and payable to the Association, or take (or omit) other action in violation of the Governing Documents.
- b. **Sanctions and Remedies.** In addition to any other remedies or sanctions, express or implied, administration or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and occupants who violate (or whose families or guests violate) the provisions of the Governing Documents:
 1. Impose interest charges at the rate of eight percent (8%) per annum for any delinquent assessment payments.
 2. Impose a late charge of \$20.00 in addition to interest for delinquent assessment.
 3. Suspension of voting right if ANY payment is more than 30 days late.
 4. Subject to the rights to a hearing set below, impose a monetary fine of thirty dollars (\$30.00) per violation for a first violation, sixty dollars (\$60.00) for any second violation and one hundred dollars (\$100.00) for any third violation of the Governing Documents, and for the continuing violation thereof, other than delinquent assessment payments. In addition, in the event of a continuing violation, the Association at the discretion of the Board of Directors may levy a *per diem* fine in a reasonable amount designed to discourage the continuing violation of the Governing Documents.
 5. Liens, legal action will be at the discretion of the board of directors and management company. All costs (legal and other wise) of recovering late payments is the responsibility of the homeowner who is in violation.

- c. **Rights to a Hearing.** In the case of imposition of any of the remedies authorized, the Board of Directors must cause to be mailed or delivered to the Owner against whom the remedy is sought to be imposed written notice specifying the general nature of the violation, the remedy to be imposed and the effective date of such imposition, which notice must be delivered at least ten (10) days prior to such effective date. The Owner has the right, upon written request delivered to the Board of Directors within the foregoing ten (10) day period, to a hearing before the Board of Directors or its designee. The Board will set the hearing at a reasonable time and place, with reasonable notice to the parties involved, but no case later than thirty (30) days after the request for a hearing. The Board of Directors will establish uniform and fair rules for the conduct of such hearing, including without limitation the right to interested parties to appear and be heard. If a hearing is requested, the remedy imposed will not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board of Directors and the persons against whom the remedy is sought, whichever event occurs first. If the person or persons against whom the remedy is sought do not appear at their duly notified hearing, the remedy imposed may be enforced immediately. The decision of the Board of Directors and the rules for the conduct of the hearings established by the Board of Directors shall be final and binding on all parties. The rights bestowed upon Owners by this Rule shall be the sole and exclusive remedy of such Owners with respect to the matters covered by this Rule, except as may be otherwise specifically authorized by the Governing Documents.

1. An Owner or Occupant may apply to the Association for a temporary waiver of one or more of the Rules and Regulations. Such temporary waiver may be granted by the Board of Directors for good cause shown if, in the Board's judgment, such a temporary waiver will not interfere with the rights of the other Owners and Occupants. Such temporary waiver shall be separate in nature and shall not constitute a precedent with respect to subsequent activities or requests by other Owners and Occupants.

These rules and regulations were approved by the Board of Directors at a meeting held on May 2, 2005 and to be in effect May 15, 2005.

IMPORTANT INFORMATION! PLEASE READ CAREFULLY.

- **Your association Board of Directors has elected to place your master insurance coverage with RJF Agencies, Inc. and underwritten by Community Association Underwriter's (CAU) and QBE Insurance Company. The master policy covers original specifications.**
- In order to adequately protect yourself, it is essential that you purchase an H.O.-6 policy from your personal agent. An H.O.-6 policy is designed to cover your personal possessions, inside fixtures that are an improvement or betterment to the original specifications of your unit and your personal liability.

Advise your agent to increase internal real property (coverage A) to an amount equivalent to the replacement cost of your wall coverings, window treatments, cabinets, plumbing and electrical fixtures and floor coverings that are **an improvement or betterment to the quality of original specification when built.**

The master policy's property deductible is \$2500 per occurrence on all losses, except ice dams and wind-hail losses, with a separate \$2500 per unit ice dam deductible and a 2% wind-hail deductible, which is based on the replacement cost of the damaged building(s) at the time of the loss.

It is recommended that you verify with your homeowners agent, that your coverage is written in such a way and with such a carrier, as to afford coverage for the master policy's property deductible in the event that you become responsible to pay it. Also advise your agent to increase loss assessment coverage to \$5,000.

- If you have a mortgage, please advise your lender to visit www.rjfagencies.com to print a certificate of insurance.
- If you or your agent has any questions, please contact Joan Gorrill at 763-746-8273 or e-mail to gorrillj@rjfagencies.com.

ARTICLES OF INCORPORATION

OF

MEADOWLARK TOWNHOUSE

ASSOCIATION

In compliance with the requirements of Minnesota Statutes Chapter 317, the undersigned, all of whom are residents of the State of Minnesota and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do certify:

ARTICLE I

NAME

The name of the corporation is Meadowlark Townhouse Association, hereafter called the "Association".

ARTICLE II

REGISTERED OFFICE

The registered office of the Association is located at 5912 West 35th Street, Minneapolis, Minnesota 55426.

ARTICLE III

NO PECUNIARY GAIN TO MEMBERS

This Association shall not afford a pecuniary gain, incidentally or otherwise, to its members.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The specific purposes for which the Association is formed are to provide for the maintenance, preservation and architectural control of the Lots and Common Properties within that certain tract of property described as:

Outlot C; Lots 1 through 6, inclusive, Block 2; Lots 1 through 6, inclusive, Block 3; Lots 1 through 6, inclusive, Block 4; and Lots 1 through 6, inclusive, Block 5; all in Hickory Ridge First Addition, according to the plot thereof on file or of record in the office of the County Recorder within and for Hennepin County, Minnesota.

and to promote the health, safety and welfare of the residents within the above-described property; and in fulfillment of this purpose to do the following:

(a) exercise all of the powers and privileges and to perform all the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the subject property described in this article and recorded or to be recorded

in the Office of the County Recorder within and for Hennepin County, Minnesota, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate and maintain, real or personal property in connection with the affairs of the Association;

(d) borrow money for the purpose of improving, repairing and maintaining the Common Properties or any improvements located therein and in aid thereof, to mortgage any or all of its real or personal property as security for money borrowed or debts incurred (such rights of mortgagee to be subordinate to the rights of Owners created by the Declaration, provided that such additional consent required by Article XII of the Declaration is obtained.

(e) grant easements dedicate, sell or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that such additional consent required by Article XII of the Declaration is obtained.

(f) participate in mergers, consolidations or contracts with other nonprofit corporations organized for the same purposes, provided that such additional consent required by Article XII of the Declaration is obtained.

(g) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Minnesota by law may now or hereafter have or exercise consonant with the Declaration and these Articles.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered the record owner of the Lot upon furnishing proof to the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners or vendees referred to in Article V herein, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The sole Class B member shall be the Developer (as defined in the Declaration), and shall be entitled to 100 votes for each Lot owned. The Class 3 membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) when the last Lot within Meadowlark Townhouses is sold; or
- (b) on December 31, 19 79.

Members shall have no rights of cumulative voting.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of between three (3) and nine (9) directors according to the provisions in the By-Laws, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors as provided in the By-Laws are:

<u>NAME</u>	<u>ADDRESS</u>
<u>Robert L. Davidson</u>	<u>3750 IDS Tower, Minneapolis, MN</u>
<u>Jonathan P. Scoll</u>	<u>3750 IDS Tower, Minneapolis, MN</u>
<u>Richard B. Peterson</u>	<u>3750 IDS Tower, Minneapolis, MN</u>

ARTICLE VIII

INCORPORATORS

The names and addresses of each incorporator of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>Robert L. Davidson</u>	<u>3750 IDS Tower, Minneapolis, MN</u>
<u>Jonathan P. Scoll</u>	<u>3750 IDS Tower, Minneapolis, MN</u>
<u>Richard B. Peterson</u>	<u>3750 IDS Tower, Minneapolis, MN</u>

ARTICLE IX

PERSONAL LIABILITY OF MEMBERS

The members of this Association shall not be liable for Association obligations except as provided for and authorized under the Declaration applicable to the subject property described in Article IV.

ARTICLE X

CAPITAL STOCK

This Association shall have no capital stock.

ARTICLE XI

DISSOLUTION

The Association may be dissolved by a vote of the members entitled to cast 2/3 of the votes of each class of membership provided that such additional consent required by Article XII of the Declaration is obtained. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

DURATION

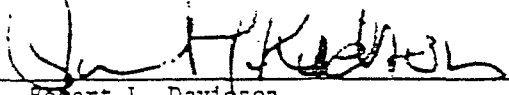
The corporation shall exist perpetually.

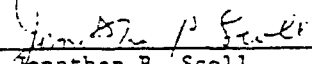
ARTICLE XIII

AMENDMENTS

These Articles may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy, provided that such additional consent as required by Section 1, Article XIII of the Declaration is obtained.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Minnesota, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 24th day of March, 1977.

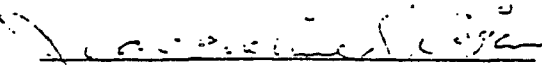

Robert L. Davidson


Jonathan P. Scoll


Richard B. Peterson

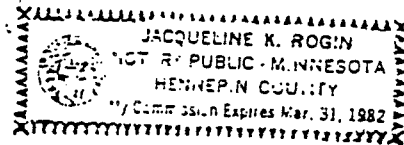
STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

On this 24th day of March, 1977, personally
appeared before me Robert L. Davidson, Jonathan P. Scoll,
and Richard B. Peterson, to me known to be the persons named in and
who executed the foregoing Articles of Incorporation, and each acknowledged
this to be his free act and deed for the uses and purposes therein
expressed.


Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

DOHERTY, RUMBLE & BUTLER
3750 IDS Tower
Minneapolis, Minnesota 55402



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 24th day of March, 1976, by BROADWAY PARK TOWNHOUSES, INC., a Minnesota corporation, hereinafter called "Developer," MENDOTA, INC., a Minnesota corporation, hereinafter called "Mendota", and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF MINNEAPOLIS, a federally chartered savings and loan association, AMFAC MORTGAGE CORPORATION, an Oregon corporation, and FIRST SOUTHDAL NATIONAL BANK, a national banking association, Mortgagees.

W I T N E S S E T H:

WHEREAS, Mendota is the fee owner and Developer is the equitable owner pursuant to a contract for deed between Mendota as vendor and Developer as vendee, of the real property described in Article II of this Declaration and said parties desire to create thereon a residential community with recreation areas, playgrounds, open spaces and other common facilities for the pleasure, recreation and general benefit of said community; and

WHEREAS, Mendota and Developer desire to provide for the preservation of the values and amenities in said community and for the maintenance of said recreation areas, playgrounds, open spaces and other common facilities and to this end desires to subject the real property described in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Mendota and Developer have deemed it desirable for the pleasure and recreation of the community and for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the power to attend to and effectuate programs and facilities that will enhance the pleasure and recreation of the community, maintain and administer the community properties and facilities, administer and enforce the covenants and restrictions and collect and disburse the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated, under the laws of the State of Minnesota, Meadowlark Townhouse Association for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Mendota, Developer and Mortgagees declare that the real property described in Article II is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

a. "Association" shall mean and refer to Meadowlark Townhouse Association, a Minnesota non-profit corporation.

b. "Meadowlark Townhouses" shall mean and refer to all

c. "Common Properties" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners of Meadowlark Townhouses, more particularly described as follows:

Outlot C, Hickory Ridge First Addition, according to the plat thereof on file or of record in the office of the County Recorder in and for Hennepin County, Minnesota.

d. "Lot" shall mean and refer to any one of the platted lots of Meadowlark Townhouses with the exception of Common Properties.

e. "Living Unit" shall mean and refer to any portion of a building situated upon Meadowlark Townhouses designated and intended for use and occupancy as a residence by a single family.

f. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon Meadowlark Townhouses but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure.

g. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, hereof.

h. "Developer" shall mean and refer to Broadway Park Townhouses, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

i. "First Mortgagee" shall mean and refer to any person, corporation or other entity named as mortgagee in any mortgage deed granting a first lien upon the fee simple title to any Lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Maple Grove, County of Hennepin and State of Minnesota, and is more particularly described as follows:

Outlot C; Lots 1 through 6, inclusive, Block 2; Lots 1 through 6, inclusive, Block 3; Lots 1 through 6, inclusive, Block 4; Lots 1 through 6, inclusive, Block 5; all in Hickory Ridge First Addition, according to the plat thereof on file or of record in the office of the County Recorder in and for Hennepin County, Minnesota.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the

performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered the record owner of the Lot upon furnishing proof to the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners or vendees referred to in Section 1, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The sole Class B member shall be the Developer and shall be entitled to 100 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- (a) When the last Lot within Meadowlark Townhouses is sold, or
- (b) on December 31, 1979.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements. Subject to the provisions of Section 3, every Member shall have the following non-exclusive easements over, under and upon the Common Properties: (i) ingress and egress; (ii) utility, water and sewer easements; (iii) parking privileges as determined by the Board of Directors of the Association; and (iv) enjoyment for recreational purposes. In addition, each member shall have an exclusive easement upon the Common Properties to areas occupied by fireplaces, roof overhangs, air conditioning compressors, flower boxes, decks, balconies and other appurtenances which are part of the original construction of any Living Unit or which are added pursuant to the provisions of Article IX hereof. Such easements shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Developer shall convey legal title to the Common Properties to the Association prior to the first conveyance of any Lot.

Section 3. Extent of Members' Easements. The rights and easements created hereby and the title of the Association to the Common Properties shall be subject to the following, and as further provided herein:

- a. The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving, repairing and maintaining the Common Properties or

any improvements located therein and in aid thereof, to mortgage any or all of its real or personal property as security for money borrowed or debts incurred (such rights of mortgagee to be subordinate to the rights of Owners created by the Declaration), provided that such additional consent required by Article XII hereof is obtained.

b. The right of the Association to take such steps as are reasonable necessary to protect the above described properties against foreclosure;

c. The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, as provided in the Association's By-laws; provided, however, that nothing contained in this paragraph 3c shall be deemed to deny an Owner access to and from his Lot located in Meadowlark Townhouses;

d. The rights of individual Members to the use of parking spaces as provided in Article V hereof; and

e. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that such additional consent required by Article XII hereof is obtained.

Section 4. Taxes and Special Assessments on Common Properties. Taxes and special assessments that would normally be levied against the Common Properties shall be divided and levied against the individual Lots occupied or to be occupied by buildings, which levies shall be a lien against said individual Lots, as provided by Minnesota Statutes.

ARTICLE V

PARKING RIGHTS

The Association shall maintain upon the Common Properties parking spaces conveniently located for the use of the Members' guests.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by him within Meadowlark Townhouses hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to covenant and agree to pay to the Association (a) annual assessments or charges and (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each such Lot and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the

person who was the Owner of each such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the pleasure, recreation, health, safety and welfare of the residents in Meadowlark Townhouses and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes in Meadowlark Townhouses including but not limited to, the payment of taxes, insurance, water charges, repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision. An adequate reserve fund shall be maintained for maintenance, repairs and replacement of those elements of the Common Property that must be replaced on a periodic basis.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1979, the maximum annual assessment shall be One Hundred Eighty and No/100ths Dollars (\$180.00) per Lot payable as hereinafter provided. From and after January 1, 1979, the maximum annual assessment may be increased each year not more than 4% above the maximum assessment for the previous year without a vote of the membership. The Board of Directors of the Association may, after consideration of current assessment costs and future needs of the Association, fix the actual assessment for any year at a lesser amount. The maximum annual assessment may be increased above 4% by a vote of 2/3rds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose. The assessment for each Lot owned by the Declarant containing a completed and unoccupied Living Unit shall be one-half (1/2) of the annual assessments.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of assessments undertaken as incident to a merger or consolidation in which the Association is authorized to participate under its By-Laws.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class membership shall constitute a

quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement; provided, however, that the annual assessment for each Lot owned by the Developer upon which there is no completed Living Unit subsequent to the date fixed by the Board of Directors of the Association shall commence on the first day of the calendar month subsequent to the date that such Lot contains a complete unoccupied Living Unit thereon, and thereafter the annual assessment for each such Lot owned by the Developer shall be as provided in Section 3 hereof.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable ratably on the first day of each month commencing on the date fixed for commencement as hereinbefore provided. The assessments for any year after the first year shall become due and payable ratably on the first day of each month of said year.

The amount of annual assessments which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereinafter added to the properties now subject to assessment at such time other than the beginning of any annual assessment period.

The due date of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: Personal Obligation of the Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in

Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such properties in the hands of the then Owner, his or her heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain a personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property by suit in the manner provided for mechanic's liens, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the Court together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of such Owner's Lot.

Section 10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a vesting of fee title in the purchaser pursuant to a mortgage foreclosure sale by advertisement or action, or deed in lieu of foreclosure. Upon the expiration of the period of redemption from a mortgage foreclosure sale the interest of the holder of the Sheriff's Certificate shall be prior and superior to the lien of any assessments then against the Lot or Lots. Such sale or transfer shall not release a Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessments.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- a. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b. All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemption;
- c. All Common Properties as defined in Article I, Section c, hereof.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII

COVENANTS FOR INSURANCE

Section 1. Maintenance of Insurance. Each Owner of any Lot, except the Developer, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, covenants to carry, maintain and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism and malicious mischief with all risk endorsement insurance. Said insurance is to cover a minimum of the entire replacement cost of the Living Unit located on each such Lot. Said insurance shall be in a form satisfactory to the Association and shall be issued in the name of the Association as insurance trustee for the Owner and shall provide that losses shall be payable to the trustee and the mortgagee of record of such Lot, if any. Notwithstanding any of the above, in the event the Association elects to secure a master policy which provides said insurance trustee for the Owner, and shall provide that losses shall be payable to the trustee and mortgagees of record, if any.

Section 2. Association as Insurance Trustee. In the event that any Living Unit or Living Units are destroyed or damaged by causes covered by the insurance referred to above, all proceeds of said insurance coverage shall be payable to the Association as insurance trustee for the Owner or Owners of said Living Unit or Living Units and to the First Mortgagee or Mortgagees of record of said Living Unit or Living Units. Said insurance proceeds shall be applied and administered as follows:

- a. In the event of an insured loss to a Living Unit or Units, all insurance proceeds paid to the trustee and First Mortgagee or Mortgagees of record shall be deposited by said trustee and First Mortgagees in escrow with a title insurance company acceptable to them, as hereinafter provided.
- b. In the event of an insured loss to a Living Unit, the Owner of the Living Unit with respect to which the insured loss occurred shall, within thirty (30) days after the insurance proceeds are deposited with a title insurance company in accordance with paragraph 2a above, enter into a firm contract with a qualified builder providing for the reconstruction or remodeling of the Living Unit to substantially the same condition as existed immediately prior to the insured loss; provided, however, that no contract shall be entered into by the Owner for an amount in excess of the insurance proceeds then held by the title insurance company for said Living Unit, until additional funds are deposited by the Owner sufficient to cover all construction costs as determined by the title insurance company. Said reconstruction or remodeling shall be commenced and completed with due diligence and in no event shall said work be completed later than 180 days after said insurance proceeds are deposited in escrow as aforesaid. The Association and First Mortgagee of record of the Living Unit affected shall have the right, but not the obligation, to deposit such additional funds in excess of insurance proceeds as may be required to permit construction as herein provided.
- c. In the event the Owner fails to enter into a contract as provided in paragraph b above, for the reconstruction or remodeling of the Living Unit as provided above; or in the event that reconstruction or remodeling is not commenced or completed as provided above, then the trustee, or the First Mortgagee of record, with the consent of the trustee, shall have the right, but not the obligation, to enter into those

contracts which it deems necessary to complete said reconstruction or remodeling of the Living Unit, and the trustee or First Mortgagee shall have the right to have said insurance proceeds applied in satisfaction of any obligations incurred pursuant to said contracts, without liability of any kind to the Owner, including, but not limited to, without liability for interest on said insurance proceeds. The Association may employ any bonded party or parties as its agents in exercising those functions given to it in this Section 2. The Association shall be empowered to pay said agent a reasonable fee for the services rendered by said agent and to collect said charge from the Owner or Owners, as the case may be, and in the same manner as that which is provided in Section 4 below, for the collection of an insurance premium paid by the Association.

d. Disbursement of funds on deposit pursuant to paragraph a above, for contracts for reconstruction or remodeling entered into under paragraphs b and c above, shall be made by the title insurance company selected as hereinabove provided, subject to the following:

1. Article IX of these covenants entitled "Architectural Control Committee", which shall apply to all said reconstruction or remodeling.

2. Receipt by the title insurance company of written consent of any party holding a lien or encumbrance on said Living Unit.

3. Receipt by the title insurance company of such sworn construction statements, lists of subcontractors, lien waivers and receipts as it shall determine to be appropriate. Disbursements may be by periodic or progress payments, and the title insurance company may make such inspections and withhold such payments as it deems necessary to insure completion in compliance with plans and specifications. The title insurance company shall be entitled to charge and the trustee shall be empowered to pay a reasonable fee for the services rendered by the title insurance company, and the trustee may collect such charge from the Owner or Owners as the case may be, and in the same manner as that which is provided for in Section 4 below, for the collection of insurance premiums paid by the Association.

4. In the event a contract is entered into pursuant to paragraph b above, the written consent of the Owner to said payment or payments.

e. Nothing contained in this Section 2 shall be construed to make the Association or its Board of Directors, or the First Mortgagee or Mortgagees of record, if any, responsible for collection or non-collection of any insurance proceeds; said Association or Board of Directors or First Mortgagees being responsible solely for the insurance proceeds which come into their hands. The Owner of each Living Unit damaged or destroyed by causes referred to above shall collect or cause to be collected from the insurance carrier involved the proceeds of the policy covering his or her Living Unit, for the use of the trustee as hereinabove provided.

f. In the event that a remodeling or reconstruction contract is, for any reason, not entered into pursuant to the provisions of paragraphs b and c above, within 180 days after deposit of insurance proceeds with the title insurance company for a damaged or destroyed Living Unit, as herein provided, said title insurance company shall disburse said proceeds to each mortgagee of record of the affected Lot or Living Unit as its interest appears to retire the indebtedness secured under said mortgage, and disburse the remaining deposits, if any, to the Lot Owner or Owners, as their interests may appear.

Section 3. Waiver of Subrogation. To the extent permitted by the standard Minnesota form of fire and extended coverage insurance with all risk endorsements and to the extent benefits are paid under such a policy, each Owner and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction of their respective physical properties if such damage or destruction results from one or more of the perils covered by the standard Minnesota form of fire and extended coverage insurance.

Section 4. Lien for Premiums. The Association may but shall not be required to make payment of insurance premiums on behalf of any Owner who becomes delinquent in such payment. In the event that the Association does make such payment, then such payment and the cost hereof shall be treated as if it is part of the annual assessment as described in Article VI hereof and shall be a charge on the land of and a continuing lien on the property for whose benefit such premium payment is made and also the personal obligation of the Owner of such property at the time when such premium payment is made.

Section 5. Common Area Insurance. The Association shall purchase and maintain insurance on the Common Properties and improvements thereon which shall include, but shall not necessarily be limited to, fire and extended coverage insurance issued by a responsible insurance company on a current replacement cost basis in an amount not less than 100 per cent of the insurable value based upon current replacement cost. In the event that the Association shall fail to pay currently the premiums due with respect to said fire and extended coverage insurance or shall fail to pay currently taxes or other charges with respect to the Common Properties, then and in any such event any First Mortgagee may make payment of such due premiums, taxes or other charges for the benefit of the Association and the Common Properties and such payment so made by any First Mortgagee shall be a sum immediately due and owing by the Association to such First Mortgagee, together with interest at 6 per cent per annum from the date of payment of the money by the First Mortgagee to date of reimbursement by the Association. The Board of Directors and officers of the Association are authorized to enter into an agreement in favor of all First Mortgagees, separate and apart from this Declaration, which separate agreement shall be legally enforceable in accordance with the foregoing terms by any First Mortgagee.

Section 6. Common Area Insurance Proceeds. In the event the Association shall receive insurance proceeds from an insurance carrier pursuant to any insurance policies insuring against fire and extended coverage insurance with respect to Common Properties, such insurance proceeds shall be held in trust by the Association for the purpose of repair, replacement or reconstruction of the Common Properties and for

no other purposes. No provision contained in this Declaration shall be construed to give priority to any owner with respect to distribution of any insurance proceeds arising as aforesaid, or with respect to proceeds arising as a result of condemnation awards or for any other reason whatsoever, and distribution of insurance proceeds or condemnation awards for any reason whatsoever shall be made to owners only after securing in each individual case the specific written consent to such distribution by the First Mortgagee with respect to the Lot the Owner of which is to receive such distribution.

Section 7. Public Liability Insurance. The Association shall purchase and maintain a comprehensive policy of public liability insurance covering all of the Common Properties. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all other coverage in the kinds and amounts commonly required by location and use.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon Meadowlark Townhouses and placed on the dividing line between the Lots shall constitute a party wall and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Share of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or pursuant to the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE IX

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. From and after the completion of construction and sale of each Lot or Living Unit within Meadowlark Townhouses, [no building, fence, wall, patio, or other structure shall be commenced, erected or maintained upon such Lot, nor shall any exterior addition to or change or alteration therein be made; nor shall any shrubs, trees or bushes be placed within said Lot or anything of a permanent nature be placed, planted or constructed within said Lot, exterior to said Living Unit, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be deemed to have been fully complied with.

ARTICLE X

EXTERIOR AND INTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall provide exterior maintenance upon each Lot and Living Unit which is subject to assessment under Article VI hereof as follows: ~~paint, repair, replace and care for roofs, gutters, downspouts, and exterior building surfaces not including glass surfaces; and repair or replace sidewalks and stoops on each Lot.~~

Section 2. Interior Maintenance. In addition to the maintenance described in Section 1 hereof, the Association ~~may~~ provide interior maintenance upon each Lot and Living Unit which is subject to assessment under Article VI hereof, as follows: sewers and sewage system, plumbing, heating and air conditioning system; electrical system; snow removal ~~on walkways, stoops and garage entrances; and the mowing of grass located on each Lot.~~

Section 3. Assessment of Cost. ~~The cost of such exterior and interior maintenance shall be assessed against the Lot upon which such maintenance is done~~ and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof; and as part of such annual assessment or charge, it shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof; provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior and interior maintenance for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the cost thereof.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the exterior and interior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any Lot or Living Unit at reasonable hours of any day.

Section 5. Failure of Owner to Maintain Lot. In the event an Owner of any Lot in Meadowlark Townhouses shall fail to maintain the premises and the improvement situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agent and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE XI

EASEMENTS

Section 1. Extent of Mutual Easements. The rights and easements of enjoyment of the Owner of each Lot, and the title of the Owner of such Lot in such Lot shall be subject to the right of the Owner of each said Lot to a nonexclusive easement on and over every other Lot to areas occupied by common sidewalk entries and to an exclusive easement on and over every other Lot to areas occupied by fireplaces, roof overhangs, air conditioning compressors, decks, balconies and flower boxes and use of common utility installations and other appurtenances which are part of the original construction of any Living Unit on each Lot or which are added pursuant to the provisions of Article IX hereof.

Section 2. Extent of Association Easements. The rights and easements of enjoyment by the Owner of each Lot and the title of such Lot shall be subject to the rights of the Association to an exclusive easement on and over said Lot for the purpose of installation and maintenance of necessary utilities to serve the Common Properties.

ARTICLE XII

SPECIAL PROVISIONS

Section 1. Conflicting Provisions. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notification of Default. A First Mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the Owner of any obligation under the Declaration or By-Laws which is not cured within sixty (60) days.

Section 3. Exemption from Right of First Refusal. Any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage, or by foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, will be exempt from any right of first refusal contained in the Declaration or By-Laws.

Section 4. Assessments Prior to Acquisition of Title. Any First Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title to such Lot by the mortgagee.

Section 5. Restrictions of Activities of Association. Unless at least seventy-five percent (75%) of the First Mortgagees of Living Units (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of Living Units and, for so long as a Class B membership exists, the Class B member, have given their prior written approval, the Association shall not be entitled to:

a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Property owned, directly or indirectly, by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Property shall not be deemed a transfer within the meaning of this subsection;

b. Change the method of determining the obligation, assessments, dues or other charges which may be levied against an Owner;

c. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of the Common Property party walks or common fences and driveways, or the upkeep of lawns and plantings;

d. Fail to maintain fire and extended coverage on insurable Common Property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement cost; or

e. Use hazard insurance proceeds for losses to any Common Property otherwise than for the repair, replacement or reconstruction of such common property.

Section 6. Examination of Association Books and Records. First Mortgagees shall have the right to examine the books and records of the Association.

Section 7. Right to Pay Association Obligations. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 8. Priority of First Mortgagees. No provision of the Declaration or By-Laws shall be constructed as giving to the Owner or to any other party priority over any rights of First Mortgagees of Lots pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Property.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The easements created hereby shall be permanent and the covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

Except as hereinafter provided, the covenants and restrictions of this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five (75%) of the Owners. The prior written approval of at least seventy-five (75%) of the First Mortgagees of Living Units (based upon one vote for each mortgage owned) or Owners (other than the Developer) of Living Units shall be required for any amendment of this Declaration which would affect the right of the Association to do any of the following:

a. By act or omission to seek to abandon, partition, subdivide, encumber, sell, or transfer the common property owned, directly or indirectly, by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this subsection.

b. To change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner.

c. By act or omission to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of Common Property party walks or common fences and driveways, or the upkeep of lawns and plantings.

d. To fail to maintain fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value, based on current replacement cost.

e. To use hazard insurance proceeds for losses to any common property otherwise than for the repair, replacement or reconstruction of such common property.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of the mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the Court shall be assessable against and payable by any persons violating the terms contained herein.

Section 4. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of

law be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within Meadowlark Townhouses except as hereinabove provided.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.

BROADWAY PARK TOWNHOUSES, INC.

By [Signature]
Its President

HONE FEDERAL SAVINGS AND LOAN ASSOCIATION
OF MINNEAPOLIS

By [Signature]
Its Vice President

By [Signature]
Its Vice President

MENDOTA, INC.

By [Signature]
Its President

ANFAC MORTGAGE CORPORATION

By [Signature]
Its Vice President

FIRST SOUTHDAL NATIONAL BANK

By [Signature]
Its Vice President

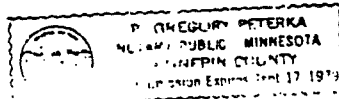
By [Signature]
Its Vice President

STATE OF MINNESOTA)

) SS

COUNTY OF HENNEPIN)

16/19
APRIL
On this 11 day of ~~March~~, 1977, before me, a Notary Public within and for said County and State personally appeared ROBERT L. STENLIK and THOMAS F. ALLEN to me known and being by me duly sworn did say that they are VILE PRES and VILE PRES respectively of First Southdale National Bank, the banking association named in the foregoing instrument; that said instrument was executed by authority of the banking association's Board of Directors; and that said execution was the free act and deed of said banking association.



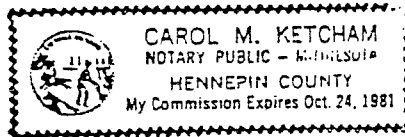
[Signature]
Notary Public

STATE OF MINNESOTA)

) SS

COUNTY OF HENNEPIN)

On this 12th day of April, 1977, before me, a Notary Public within and for said County and State personally appeared E.A. Hickok ~~Eugene A. Hickok~~ to me known and being by me duly sworn did say that he is President of Mendota, Inc.



Carol M. Ketcham
Notary Public

DOHERTY, RUMBLE & BUTLER
3750 IDS Tower
Minneapolis, Minnesota 55402

April


Charles Swenson
Notary Public

ELLANOR SWENSON
NOTARY PUBLIC-MINNESOTA
HENNEPIN COUNTY
My Commission Expires Dec 3 1975

April

Charles Swenson
Notary Public

ALTA VILLAGE, ALABAMA
 PHONE 100
 My Commission Expires Dec 3, 1946

 D GREGORY PETERKA
NOTARY PUBLIC MINNESOTA
MINNEAPOLIS COUNTY
Notary Commission Expires Sept 17, 1993

Notary Public

the delinquent taxes
and the other ordered

Born 1844

BY-LAWS OF
MEADOWLARK TOWNHOUSE ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Meadowlark Townhouse Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 5912 West 35th Street, Minneapolis, Minnesota 55426 but meetings of members and directors may be held at such places within the State of Minnesota, County of Hennepin, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Meadowlark Townhouse Association, a Minnesota nonprofit corporation.

Section 2. "Meadowlark Townhouse" shall mean and refer to that certain real property located in the City of Maple Grove, Minnesota, more particularly described as follows:

Outlot C; Lots 1 through 6, inclusive, Block 2; Lots 1 through 6, inclusive, Block 3; Lots 1 through 6, inclusive, Block 4; Lots 1 through 6, inclusive, Block 5; all in Hickory Ridge First Addition, according to the plat thereof on file or of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Section 3. "Common Properties" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners, more particularly described as follows:

Outlot C, Hickory Ridge First Addition, according to the plat thereof on file or of record in the office of the County Recorder in and for Hennepin County, Minnesota.

Section 4. "Lot" shall mean and refer to any one of the platted lots of Meadowlark Townhouses with the exception of the Common Properties.

Section 5. "Living Unit" shall mean and refer to any portion of a building situated upon Meadowlark Townhouses designated and intended for use and occupancy as a residence by a single family.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon Meadowlark Townhouses, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or deed in lieu of foreclosure.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in Article III, Section 1 of the Declaration.

Section 8. "Developer" shall mean and refer to Broadway Park Townhouses, Inc., its successors and assigns, if such successors or

assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to Meadowlark Townhouses recorded in the Office of the County Recorder within and for Hennepin County, Minnesota.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Membership in the Association shall be governed by the Articles of Incorporation of the Association.

Section 2. Payment of Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien against the property on which such assessments are made, as provided by the Declaration, which is hereby incorporated herein by reference, the same as if set forth in full and in detail herein.

Section 3. Power to Suspend Rights. The membership rights of any person whose interest in Meadowlark Townhouses is subject to assessments under Article III, Section 2, whether or not he or she be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid, but upon payment of such assessments such rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties as provided herein, and any member is in violation of such rules, said Directors may, in their discretion, suspend the rights of any person violating such rules and regulations for a period not to exceed sixty (60) days and impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which such infraction exists being deemed a separate and distinct infraction; provided, however, that nothing contained in this section shall be deemed to deny an Owner access to and from his or her Lot located in Meadowlark Townhouses.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all those owners or vendees as referred to in Article III with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The sole Class B member shall be the Developer and shall be entitled to 100 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(a) When the last Lot within Meadowlark Townhouses is sold; or

(b) On December 31, 1979.

ARTICLE V

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTIES

Section 1. Each member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided in the Declaration.

Section 2. Any member may delegate his or her rights of enjoyment in the Common Properties and facilities to the members of his or her family who reside in Meadowlark Townhouses or to any of his or her tenants who reside thereon under a leasehold interest. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3 hereof, to the same extent as those of the member.

ARTICLE VI

ASSOCIATION PURPOSES AND POWERS

The Association has been organized for and is hereby vested with the following purposes and powers:

(a) All those purposes and powers listed and enumerated in Article IV of the Articles of Incorporation of the Association, which article is hereby made a part hereof by reference the same as if set forth in full and in detail herein.

(b) The Association shall have the power to mortgage its properties only to the extent authorized under the Declaration.

(c) The Association shall have the power to dispose of its real properties only as authorized under the Declaration.

(d) Any agreement for professional management of Meadowlark Townhouses or any other contract providing for services by Developer must provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three years.

ARTICLE VII

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of one o'clock, P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last

*Special Assurances - Waiver notice
Pg 5 - Declaration*

appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

24/10 = 2.4
(3)

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

ARTICLE VIII

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, provided that the number shall always be an odd number, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one-third (rounded to nearest whole number) of the directors for a term of one year, one-third of the directors for a term of two years and the balance for a term of three years; and at each annual meeting thereafter the members shall elect one-third of the directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of said predecessor.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IX

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two or more members of the Association. The

Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE X

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE XI

THE BOARD OF DIRECTORS: POWERS, DUTIES AND RESTRICTIONS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties (subject to Article VI(d)).

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and in accordance with the Declaration;

(g) cause the Common Properties to be maintained.

ARTICLE XII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, a treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of each to the members.

ARTICLE XIII

COMMITTEES

Section 1. The Association shall appoint the following standing committees:

The Nomination Committee
The Recreation Committee
The Maintenance Committee

The Architectural Control Committee
The Publicity Committee
The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nomination Committee shall have the duties and functions described in Article IX of the Declaration.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and facilities of the Association, and shall periodically review the adequacy of the insurance coverage afforded the Association and advise the Board of Directors, and otherwise make recommendations and take such action as will insure that the insurance requirements contained in Article VII of the Declaration are met; and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article IX of the Declaration. It shall watch for any proposals, programs or activities which may adversely affect the residential value of Meadowlark Townhouses and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The treasurer may be asked by the Audit Committee to lend such assistance as it deems appropriate.

Section 8. With the exception of the Architectural Control Committee as to those functions that are governed by Article IX of the Declaration and with the exception of the Nomination Committee, each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XIV

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XV

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of such Owner's Lot.

ARTICLE XVI

NO CORPORATE SEAL

There shall be no corporate seal.

ARTICLE XVII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy, provided that such additional consent required by Section 1, Article XIII of the Declaration is obtained.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVIII

DISSOLUTION

The corporation may be dissolved by a vote of the members entitled to cast two-thirds 2/3 of the votes of each class of membership provided that such additional consent required by Article XII of the Declaration is obtained. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article XIX hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XIX

DISPOSITION OF ASSETS UPON DISSOLUTION:

Upon dissolution of the Association other than incident to a merger or consolidation, the assets, of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him or her under the Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XX

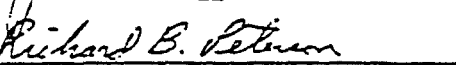
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Meadowlark Townhouse Association, have hereunto set our hands this 24th day of March, 1977.

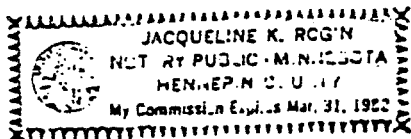

Robert L. Davidson

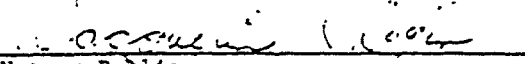

Jonathan P. Scoll


Richard B. Peterson

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this 24th day of March, 1977, personally appeared before me Robert L. Davidson, Jonathan P. Scoll and Richard B. Peterson, to me known to be the persons named in and who executed the foregoing By-Laws, and each acknowledged this to be his free act and deed for the uses and purposes therein expressed.




Notary Public,
My commission expires:

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Meadowlark Townhouse Association, a Minnesota non-profit corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Meadowlark Townhouse Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 24th day of March, 1977.

24th IN WITNESS WHEREOF, I have hereunto subscribed my name this day of March, 1977.



Secretary

This instrument was drafted by:

DOHERTY, RUMBLE & BUTLER
3750 IDS Tower
Minneapolis, Minnesota 55402

Meadowlark Townhouse Association

Maple Grove, Minnesota 55369

RULES AND REGULATIONS

Amended June 1990

Article I

Lawns, driveways, walk, terraces, parking areas, signs, fountains, shrubs, sprinkler system, lot and yard lights.

- A. General: The facilities are for the use and enjoyment of all owners, their families, guests and tenants. Trespassers shall be courteously asked to leave the property.
- B. Orderliness: Owners and/or tenants are responsible for maintaining a neat and orderly appearance of the portion of the common properties immediately to the front and rear of their respective units.
- C. Outside Storage:
 - 1. Storage of garbage cans outside of living units will not be allowed.
 - 2. Storage of fireplace wood outside of living units will not be allowed.
 - 3. Storage of recreational vehicles outside of living units will not be allowed.
 - 4. Permanent storage of automobiles or other vehicles on common property outside of living units will not be allowed.
- D. Permanent Outside Parking: Each living unit will be allowed outside parking for two vehicles. The lot space for outside parking for excess vehicles is that area of the lot directly in front of the living unit's garage door.

No parking will be allowed along the curb line to the east of the buildings. This curb is to be left open as a permanent access lane for emergency vehicles and general access to the garages.

Owners are requested to direct visitors to park directly in front of their living unit garages or in the areas between buildings, which will be designated as "visitor parking areas."

Owners of vehicles utilizing outside permanent parking will be responsible for removing vehicles for snow removal or other lot cleanup. When necessary, the Board, of its discretion, may act to remove vehicles from the premises if vehicle's owners do not cooperate with the Association in its efforts to properly maintain the parking area. Such action will be at the expense of the owner of such vehicle.

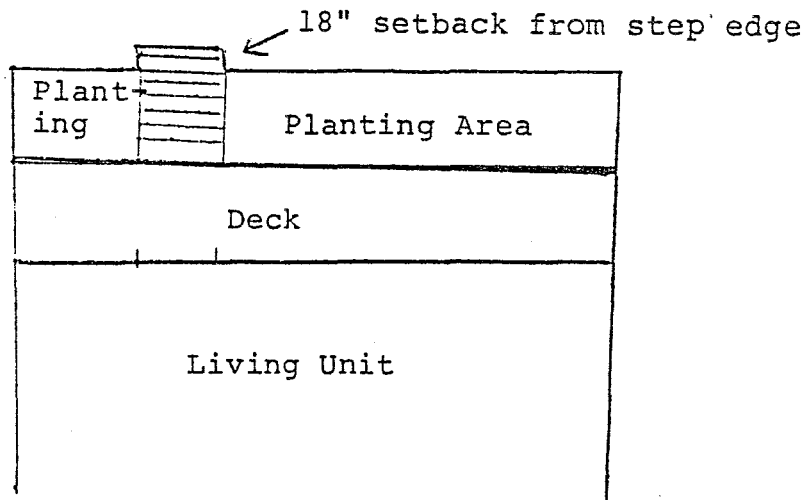
Other areas of the parking lot will be marked and designated as "guest parking areas."

- E. Repair of Vehicles: Vehicle repairing in the parking lot or driveway (except for minor repairs requiring less than one day's time) will not be allowed.
- F. Requests for Additional Outside Permanent Parking: The Board of Directors, at its option, may from time to time consider written requests from owners asking for additional outside parking. Such requests will be considered and, if granted, will require payment to the Association of a special "additional monthly parking permit fee," the amount of which shall be determined by the Board.
- G. Vehicles on Lawns: The driving of vehicles by owners and/or tenants or guests on common area lawns is prohibited.

Furniture moving vans and other vehicles are specifically prohibited from driving on any lawn area. Moving vans are to be loaded and unloaded in the driveway and parking lot only.

Owners of units will be assessed a special repair charge for any damage to common areas caused by vehicles loading or unloading into individual living units.
- H. Recreational Vehicles: Motorized recreational vehicles, including snowmobiles, may not be ridden on any of the common areas that are regularly mowed. Such vehicles are limited to the area east of the buildings which is not regularly mowed, i.e., the hill area.
- I. Pets: Pets are considered to be acceptable inhabitants of the Meadowlark complex, provided that the owners of the pets comply with the following:
 - 1. Each pet owner assumes full responsibility for their pets and the behavior of their pets.
 - 2. Pet owners comply fully with Maple Grove leashing laws.
 - 3. No more than two pets requiring use of the common areas of the Association will be allowed per individual living unit.
 - 4. OWNERS OF PETS WILL BE FULLY RESPONSIBLE FOR REMOVAL OF DROPPINGS MADE BY THEIR PETS ON COMMON PROPERTY.
 - 5. Pets leashed outside of living units must be leashed in such a manner as to prevent them from encroaching on common areas in front of adjacent living units.
 - 6. Owners and/or tenants will be held fully responsible for damage to common areas caused by their pets.
- J. Plantings In Common Areas: Each living unit will be allowed to establish a planting area directly in front of the townhouse. The area which may be utilized for this purpose is the area directly in front of the living unit.

The following sketch outlines the allowable planting area:



If an owner does elect to establish a planting area in front of his or her individual living unit, the following rules apply:

1. All planting areas must be outlined in a solid border of 4" x 4" treated landscape timbers or rock or brick boundaries.
2. No plantings within the area may grow to a height greater than the height of the deck.
3. Planting areas must be set back a minimum of 18" from the front edge of the steps.
4. Owners are responsible for maintaining planting areas in a neat and orderly manner.
5. Owners are responsible for planting and cleanup.
6. Any costs incurred in establishing and maintaining planting areas are the responsibility of the owner.
7. Planted areas must be restored to original condition if subsequently left unplanted or if unit is sold.

K. Lawn Sprinkling: Watering of common areas directly in front of each living unit inside of front sidewalk is the responsibility of each living unit owner and/or tenant.

Article II

Transfer of ownership of living units within the Meadowlark complex.

- A. General: To serve its members efficiently and effectively as the management of the Meadowlark common properties, the Board must maintain accurate and complete ownership and status of fee records of all living units within the Meadowlark complex.
- B. Two weeks or more prior to the closing of the sale of a living unit, sellers must complete a certification form requesting a summation of fees due by the owner at the time of closing and submit same to the Association treasurer.

At the time of closing the selling owner must also complete and have the new owner sign a "New Owner" information form. This form must be completed and submitted to the Association treasurer with the check for the final payment of any and all Association assessments due.

Article III

Rentals:

1. General: The following rules are established to provide The Meadowlark Board with control of renters' rights of use of the common areas within the Meadowlark complex as provided by Association Documents.
2. Owners renting units within the complex are required to submit a "Rental Declaration" form each time the unit is leased or rented to new occupants. The form must be completed and submitted to the Association president seven days prior to occupation of the premises by a lessee.

Article IV

General Behavior Within Common Areas:

1. Unit owners, renters, guests and children are expected to behave in such a manner as to not infringe on the enjoyment of other residents within the complex.
2. CHILDREN ARE NOT TO PLAY IN THE ENTRANCE DRIVEWAY.
3. All drivers of vehicles entering or leaving the complex are to use extreme caution within the parking lot driveway.

Article V

Summary of Penalties available to the Association Board under terms of The Meadowlark Townhouse Association Articles of Incorporation, Declaration and By Laws.

A. Violations of "Rules of The Association"

Infractions will result in action by the Board to assess a fine of \$10.00 per day for each infraction.

Reference: By Laws, Article III, Section 3

B. Non-Payment of Association Annual Fees and Special Assessments

1. After 30 days, assessment of 8% annual interest

Reference: Declaration, Article V, Section 9

2. After 30 days, filing of Mechanics Lien plus legal costs

Reference: Declaration, Article V, Section 9

3. Suspension of Voting Rights

Reference: By Laws, Article III, Section 3

4. Assessment of a fine not to exceed \$10.00 per day

Reference: By Laws, Article III, Section 3

MTA RULES AND REGULATIONS

We are requesting your cooperation regarding the following Association Rules.....frequently ignored.

- PETS:**
- Clean up dog droppings.
 - Keep dogs tied, or in voice control. Maple Grove has a Leash Law.
 - Dogs should make their "deposits" on the hill.

- CHILDREN:**--Toys need to be picked up, so maintenance people are not inconvenienced serving us.
- NO climbing in trees and/or shrubs.
 - NO rock throwing or playing in the rocks.
 - NO bike riding in the main driveway, along with no bikes being left in the main drive. The post office will view this as a hazard, and we will have to move the mailboxes.
 - Absolutely no playing by or in the mail boxes.
 - NO bike riding on the lawn.
 - NO playing under the decks.
 - NO playing with the sprinkler heads or water facets.
 - Children should be taught to ride their bikes near the curbs and NOT behind garages, where they can not be seen.
 - NO toys left on sidewalk over night.
 - Bikes ARE NOT to be left in the driveway or by the mailboxes where they are a hazard to vehicles.
 - Parents are responsible for their child's playmates behavior, while on MTA property. The MTA rules apply to them as well. If they are posing a problem, they will be asked to leave the grounds and the resident parent will be notified.

- PARKING:**--Guest parking between the buildings, or behind your garage.
- NO parking by the curb this is a fire lane.
 - The guest parking is NOT for residential overnight parking without the consent of the board, you will be fined for this violation.

MISC:-

Garage cans are not to be left out past WED. P.M.

- No clothes lines permitted on the front or back decks.**
- Be responsible for removing advertising flyers from your newspaper cylinders.**
- NO short cuts through the shrubs. We have lost many due to making new paths down the hill.**
- When entering the driveway at night, lower the volume on your radio.**
- STOP AT THE STOP SIGN.**
- No speeding through the parking lot.**
- Basically, if you make a mess, clean it up.**
- NO charcoal grills are permitted to be used on the decks. They should be used away from the building and extinguished with water.**
- When the snow plow is in the lot and you have a vehicle parked behind your garage, PLEASE MAKE A ATTEMPT TO MOVE IT. This helps make the plowers job easier and it assists in giving us a better job. This is one area neighbors have voiced alot of concern, that their neighbors have not been considerate of this process.**

THESE RULES MAY SEEM HARSH, BUT TO PROTECT OUR INVESTMENT AND TO KEEP NEEDLESS INSURANCE CLAIMS FROM COSTING MONEY, WE MUST ADHERE TO THESE. WE ENCOURAGE PARENTS TO REVIEW THESE RULES WITH YOUR CHILDREN AND MAKE THEM A RESPONSIBLE MEMBERS OF THE TOWNHOUSE COMMUNITY.

VIOLATIONS WILL RESULT IN A WRITTEN WARNING, FOLLOWED BY A MONETARY FINE, AND LOSS OF ASSOCIATION VOTING RIGHTS, AS STATED IN THE BY-LAWS. THESE RULES ARE A PRECURSOR TO HAVING A MANAGEMENT COMPANY WHICH ADHERES TO RULES 100% THERE WILL BE ADDITIONS TO THIS AS WE CONTINUE TO GROW.

THANKING YOU IN ADVANCE FOR YOUR COOPERATION.

YOUR MTA BOARD, 1993