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**THE LAKES OF RADISSON MASTER ASSOCIATION
MASTER DECLARATION**

THIS MASTER DECLARATION is made on this 21st day of August, 2003, by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant") pursuant to the provisions of Minnesota Statutes Section 515B 2-121, as amended

WHEREAS, Master Declarant owns or holds rights to own certain property in the City of Blaine, County of Anoka, State of Minnesota, which is more particularly described as

See Exhibit A attached hereto

(the "Property"), which Master Declarant intends to develop for residential and commercial uses, and

WHEREAS, Master Declarant desires that all of the Property shall be subject to certain uniform covenants, conditions and restrictions, and

WHEREAS, Master Declarant has established a master association as defined in this Master Declaration, to act as a "master association" within the meaning of the Minnesota Common Interest Ownership Act, Minn Stat Chapter 515B, as amended (the "MCIOA"), for the purpose of governing the Property, and

WHEREAS, the real property governed by the Master Association will include real property subject to MCIOA, as well as real property not subject to MCIOA, as described in this Master Declaration, and

WHEREAS, this Master Declaration is intended to be a "master declaration" as defined in MCIOA, and

WHEREAS, the Property does not constitute a separate common interest community pursuant to the provisions of MCIOA

NOW, THEREFORE, Master Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to Section 515B 2-121 of MCIOA and the easements, restrictions and covenants set forth in this Master Declaration which are for the purpose of protecting the value and desirability of and which shall run with title to the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the Master Association and each Member, as those are defined herein

ARTICLE I
DEFINITIONS AND STATUTORY REQUIREMENTS

Section 1 "Additional Property" shall mean and refer to the real property described in Exhibit C attached hereto, and all improvements located thereon, now or in the future, which Additional Property the Master Declarant has the unilateral right to add to the Property

Section 2 "Architectural Control Committee" or "ACC" shall mean and refer to that permanent committee of the Master Association created for the purpose of establishing and enforcing standards for the construction and modification of Dwellings and Improvements in order to maintain general conformity with the architectural character and use of the Property as planned and developed by the Master Declarant

Section 3 "Common Elements" shall mean and refer to the Master Common Elements, as defined herein, as well as the Common Elements of a Sub-Association, as defined in the Sub-Association Declaration and shown on the plat depicting the Sub-Association

Section 4 "Dwelling" shall mean and refer to a building or a part of a building consisting of one or more floors designed and intended for occupancy as a single family residence and located on the Property. A Dwelling includes any garage located within the boundaries of a Unit on which the Dwelling is located

Section 5 "Eligible Mortgagee" shall mean any person who owns a mortgage on any Unit or Lot, which mortgage is first in priority to any other mortgages that encumber such Unit or Lot, and who has requested the Master Association, in writing, to notify him, her or it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgages

Section 6 "Master General Assessments" has the meaning set forth in Article II, Section 2

Section 7 "Improvement" shall mean and refer to all structures or improvements of any kind located on the Property, on or under any lake or wetland bordering the Property, including without limitation any building, wall, fence, sign, swimming pool, spa, patio, tennis court, dock swimming platform buoy, screen enclosure or screening, utilities system, communications system, security system, driveway, roadway decorative structure, planting, landscape, grading or any other type of structure or physical improvement whether the purpose is decorative or otherwise and any additions or changes thereto

Section 8 "Lake" shall mean and refer, collectively, to the bodies of water located contiguous to the Shoreline, as defined below

Section 9 "Lake Management Plan" shall mean and refer to a written policy to be created and enforced by the Master Board relating to use and maintenance of the Lake and Shoreline, a copy of which shall be maintained at the registered office of the Master Association

Section 10 "Lease" shall mean and refer to any lease, sublease or rental contract whether oral or written for any part of the Property

Section 11 "Master Limited Assessment" shall mean and refer to a Master Assessment levied against fewer than all of the Units or Lots in accordance with Article II, Section 3 of this Master Declaration

Section 12 "Lot" shall mean and refer to a physical portion of the Property, the boundaries of which are shown on the Plat, which is intended for separate ownership, and which contains or is intended to contain one or more commercial buildings or one or more apartment buildings, including all Improvements thereon

Section 13 "Master Articles" shall mean and refer to the articles of incorporation of the Master Association as they may exist from time to time

Section 14 "Master Assessment" shall mean and refer, collectively, to all assessments levied by the Master Association under Article II of this Master Declaration

Section 15 "Master Association" shall mean and refer to The Lakes of Radisson Master Association, a Minnesota non-profit corporation, and its successors and assigns. The Master Association is a "master association" as defined in MCIOA

Section 16 "Master Board" shall mean and refer to the Board of Directors of the Master Association

Section 17 "Master Bylaws" shall mean and refer to the Bylaws of the Master Association as they may exist from time to time

Section 18 "Master Common Elements" shall mean and refer to the following described real property in Anoka County, Minnesota

See Exhibit B

The "Master Common Elements" also include the monuments that are installed and owned by the Master Association, the street lights that are owned by the Master Association, the irrigation system that is installed by the Master Association or its agents or assigns, the easements in gross which this Master Declaration grants to the Master Association, all Improvements and fixtures located on the real property described on Exhibit B, all proceeds paid

or payable to the Master Association as a result of any damage to or condemnation of the Master Common Elements and all personal property the Master Association owns

Section 19 "Master Common Expenses" means all expenditures made and liabilities incurred by or on behalf of the Master Association including, but not limited to, real estate taxes separately assessed and levied against the Master Common Elements, if any, and amounts necessary to fund scheduled deposits in reserve accounts established to provide funds to pay for the repair and replacement of Master Common Elements

Section 20 "Master Declarant " shall mean and refer to Main Street 1000, LLC, a Minnesota limited liability company, and its successors and assigns, and to any person who, pursuant to the terms of this Master Declaration or MCIOA, succeeds to any Master Declarant rights

Section 21 "Master Declarant Control Period" The time period during which Master Declarant has the exclusive right to appoint the members of the Master Board and the Officers of the Master Association as described in Article X of this Master Declaration

Section 22 "Master Declaration" shall mean and refer to this document, as it may be amended from time to time

Section 23 "Master Governing Documents" shall mean and refer to this Master Declaration and the Articles of Incorporation and Bylaws of the Master Association, as amended from time to time, all of which shall govern the use and operation of the Property

Section 24 "Member" shall mean and refer to a Member of the Master Association, as defined in Article III of this Master Declaration

Section 25 "Occupant" shall mean and refer to any person other than an Owner occupying or otherwise using a Dwelling

Section 26 "Owner" shall mean and refer to the record owner, whether one or more persons, of a fee simple title to all or any part of the Property Where any portion of the Property is being sold by the fee owner to a contract vendee who is entitled to possession of said Property, the contract vendee and not the contract vendor shall be the "Owner" of said Property if (a) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed, and (b) the vendee shall furnish proof of such delegation to the Association

Section 27 "Plat" shall mean the plat of THE LAKES OF RADISSON recorded in the offices of the County Recorder and Registrar of Titles, Anoka County, Minnesota, and any amendments, additions or supplements thereto

Section 28 "Property" shall mean and refer to that certain real property subject to this Master Declaration, including the real property described on Exhibit A, the Lake and such Additional Property or other property which is subjected to this Master Declaration from time to time pursuant to Article XI, together with all Improvements located thereon

Section 29 "Rules" shall mean and refer to the rules and regulations established, adopted and enforced by the Master Board according to the provisions of Article VI, Section 3 of this Master Declaration and to the rules and regulations of the Sub Associations as approved from time to time by the Master Board

Section 30 "Shoreline" shall mean and refer to the portion of the Property surrounding the Lake as legally described on Exhibit D

Section 31 "Master Special Assessment" shall mean and refer to a Master Assessment levied against all Units and Lots in accordance with Article II, Section 4 of this Master Declaration

Section 32 "Sub-Association" shall mean and refer to (i) an association created under MCIOA to govern each Sub-Association common interest community created by Master Declarant or a home builder selected by Master Declarant for Units which are located within the Property and (ii) a property owners' association not subject to MCIOA created by Master Declarant or a home builder selected by Master Declarant for Units that are located within this Property Each Sub-Association will be a non-profit corporation organized under the laws of the State of Minnesota in existence on the day that the Sub-Association is created All Units within each Sub-Association are subject to the provisions of this Master Declaration

Section 33 "Sub-Association Common Elements" shall mean and refer to any Property which constitutes a Common Element of a Sub-Association

Section 34 "Sub-Association Property" shall mean and refer to all Property that is subject to a Subordinate Declaration

Section 35 "Subordinate Declaration" shall mean and refer to the document creating a Sub-Association, including any amendments

Section 36 "Unit" shall mean a physical portion of Sub-Association Property, the boundaries of which are defined in the Subordinate Declaration and shown on the Plat of that Sub-Association, and which is intended for separate ownership, including all Improvements thereon, but excluding the Common Elements

Section 37 Definitions Incorporated Except as otherwise specified in this Master Declaration, the terms used in this Master Declaration which are defined in MCIOA shall have the same meaning as they have in MCIOA

Section 38 Statutory Requirements In accordance with the requirements of Section 515B 2-121 of the Act, the Master Declarant hereby states the following

a The name of the Master Association is The Lakes of Radisson Master Association. The Master Association has been incorporated pursuant to the provisions of Minn Stat Ch 317A. The Master Association is a "Master Association" as defined in 515B 1-103(21)

b A legally sufficient description of the real estate included within the Master Association is set forth on the attached Exhibit A. Master Declarant is reserving the right to subject any other real estate to this Master Declaration pursuant to Minn Stat 515B 2-121(g). The additional real estate that Master Declarant may subject to this Master Declaration in the future is legally described on exhibit C.

c The Property subject to this Master Declaration is not intended to constitute a separate common interest community.

d The Master Association has members. The members of the Master Association shall consist of all the Sub-Associations and Owners of Lots, as defined herein.

e The Master Association may exercise the powers described in this Master Declaration and the Master Bylaws on behalf of the Members. This Master Declaration does contemplate the Sub-Associations' delegation of powers to the Master Association.

f The formula governing the establishment of the allocations used to a) determine the share of liability for Master Common Expenses this Master Declaration allocates to each Member and which the Master Board may assess against each Unit and Lot, and b) calculate the number of membership votes in the Master Association this Master Declaration allocates to each Member, is set forth in Articles II and III, herein.

g The requirements for amendment of this Master Declaration are set forth in Article XII, Section 3, of this Master Declaration.

ARTICLE II ASSESSMENTS FOR MASTER COMMON EXPENSES

Section 1 **General.** Master Assessments for Master Common Expenses shall be determined and assessed against the Lots and Units by the Master Board in its discretion subject to the requirements and procedures set forth in this Article II. Master Assessments for Master Common Expenses shall include Master General Assessments under Section 2, Master Limited Assessments under 3, and Master Special Assessments under Section 4. Master Assessments shall be allocated among the Units and Lots based upon the formula set forth below.

Section 2 **Master General Assessments.** Master General Assessments shall be established and levied annually by the Master Board and shall be payable in equal monthly, quarterly, or annual installments, as determined by the Master Board. Each Master General Assessment shall cover all of the anticipated Master Common Expenses for that year which are to be shared by all of the Property and shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of the Master Common Elements.

Master General Assessments shall be allocated as follows. The total amount of Master Common Expenses shall be divided into equal portions, each referred to as one "Assessment." The total number of Assessments shall be based upon the following formula:

- a. Each Unit shall be allocated one (1) Assessment,
- b. Each Lot on which one or more apartment buildings is located shall be allocated one Assessment for every four (4) of Dwellings within the apartment building(s) for which a certificate of occupancy has been issued by the appropriate governmental authorities,
- c. Each Lot on which a commercial building is located shall be allocated the number of Assessments equal to the number of votes to which the Owner thereof is entitled pursuant to Article III, Section 5(c).

Section 3 **Master Limited Assessments** In addition to Master General Assessments, the Master Board may, in its discretion, levy and allocate Master Limited Assessments among only certain Units and/or Lots in accordance with the following requirements and procedures:

- a. Any Master Common Expense associated exclusively with the maintenance, repair or replacement of fewer than all Units and/or Lots or parts of the Master Common Elements used primarily by the Owners of those Units and/or Lots may be assessed exclusively against the Unit(s) and/or Lot(s) benefited.
- b. The costs of insurance may be assessed equally, or in proportion to the square footage or actual cost of the insured Improvements, the costs of utilities may be assessed in proportion to usage,
- c. Reasonable attorneys fees and other costs incurred by the Master Association in connection with (i) the collection of Master Assessments and (ii) the enforcement of the Master Declaration, MCIOA or the Rules against an Owner, Occupant or a Sub-Association, may be assessed against the Owner's Lot or Unit and/or the Sub-Association, as applicable.
- d. Late Charges, fines and interest may be assessed as established by the Master Board.

e Master Assessments levied under Section 515B 3-116 of MCIOA to pay a judgment against the Master Association may be levied only against the Units and Lots existing at the time the judgment was entered

f If any damage to the Property is caused by the act or omission of any Owner or Occupant, or their invitees, the Master Association may assess the costs of repairing the damage exclusively against the Owner's Unit or Lot to the extent not covered by insurance

g If any Master Assessment or installment of a Master Assessment against a Unit or Lot becomes more than thirty (30) days past due, then the Master Association may, upon ten (10) days written notice to the obligated party, declare the entire amount of the Master Assessment immediately due and payable in full

h If Master Common Expense liabilities are reallocated for any purpose authorized by the Master Declaration, Master By-laws, or MCIOA, Master Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Master Common Expense liabilities

Section 4 Master Special Assessments In addition to Master General Assessments and Master Limited Assessments, the Master Board may levy in any year a Master Special Assessment, payable at a time or times determined by the Master Board. A Master Special Assessment shall be for the purpose of defraying in whole or in part (i) the cost of any unforeseen or unbudgeted Master Common Expense relating to the operation or administration of the Master Common Elements of the Property as a whole (ii) general or specific reserves for maintenance, repair or replacement of the Master Common Elements and other property related thereto

Section 5 Master Assessment Procedures. The Master Board shall annually approve the overall Master Association budget and shall levy the Master Assessments against the Lots and Units. Master Assessments shall be payable in equal monthly, quarterly, or annual installments, as determined by the Master Board. Notice of Master Assessments shall be given to the Owners as provided in the Master By-Laws. All Units and Lots shall be subject to the Master Association's lien as contemplated in Minn. Stat. Section 515B 2-121(i)(1)

Section 6 Liability for Master Assessments. Except as otherwise provided in this section 6, Units and Lots shall be subject to Master Assessments commencing on the first day of the month following the later of the date the Lot or Unit is recorded in Anoka County or the date a person other than the Master Declarant purchases the Lot or Unit. Notwithstanding the above, the Owner of any Unit and any Unit which does not yet contain a completed Dwelling shall only be liable for and subject to fifty percent (50%) of the Master Assessments allocated to the Unit, until the first day of the month after the Dwelling is completed, at which time the Unit and Owner of said Unit shall become subject to and liable for the full Master Assessments allocated to the Unit. For purposes of this Section 6, completion of a Dwelling shall be evidenced by

issuance of a Certificate of Occupancy by the City of Blaine. Furthermore, during the Master Declarant Control Period, Master Declarant, and any Unit or Lot owned by it, shall not be liable, or subject to a lien for, any Master Assessment until a Dwelling is completed within the Unit or Lot. The liability for Master Assessments shall be joint and several where there are multiple Owners of a Unit or Lot. The liability is absolute and unconditional. Except as provided in this Section 6, no Person is exempt from liability for payment of Master Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit or Lot, by the waiver of any other rights, or by reason of any claim against the Master Declaration, Master By-Laws, Master Articles or MCIOA.

Section 7 Assessment Lien Except as provided in Section 6, the Master Association shall have a lien on each Unit or Lot for any Master Assessment levied against the Unit or Lot from the time the Master Assessment becomes due. If a Master Assessment is payable in installments, the full amount of the Master Assessment is a lien from the time the first installment becomes due. Fees, charges, late charges, fines and interest charges imposed by the Master Association pursuant to Section 515B 3-102(a)(10),(11) and (12) of MCIOA are liens, and are enforceable as Master Assessments under this Section. Recording of the Master Declaration constitutes record notice and perfection of any lien under this Section, and no further recording of any notice is required.

Section 8 Foreclosure of Lien; Remedies. A lien for Master Common Expenses may be foreclosed against a Unit or Lot (i) by action, or (ii) by advertisement, as provided by Section 515B 3-116 of MCIOA. The Master Association shall have a power of sale to foreclose the lien in a like manner as a mortgage containing a power of sale. The Master Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit or Lot so acquired. An Owner or any other Person claiming an interest in a Unit or Lot, by the acceptance or assertion of any interest in a Unit or Lot, grants to the Master Association a power of sale and full authority to accomplish the foreclosure by advertisement.

Section 9 Lien Priority; Foreclosure A lien under this Section is prior to all other liens and encumbrances on a Unit or Lot except (i) liens and encumbrances recorded before this Master Declaration, (ii) any first Mortgage on the Unit or Lot to the extent permitted by MCIOA, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit or Lot.

Section 10 Voluntary Conveyances; Statement of Master Assessments. In a voluntary conveyance of a Unit or Lot the buyer shall not be personally liable for any unpaid Master Assessments and other charges made by the Master Association against the seller or the seller's Unit or Lot prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Master Assessments shall remain against the Unit or Lot until satisfied or released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Master Association setting forth the amount of the unpaid Master Assessments against

the Unit or Lot, including all Master Assessments payable in the Master Association's current fiscal year, which statement shall be binding on the Master Association, seller and buyer

Section 11 Sub-Association Assessments A Sub-Association shall annually establish and levy assessments to cover all of the anticipated common expenses of the Sub-Association Property ("Sub-Association Assessments"), as specified in its Subordinate Declaration. The Master Board shall have the authority to levy and collect Sub-Association Assessments on behalf of a Sub-Association under the following circumstances: 1) the Subordinate Declaration contains a delegation of powers listed in Minn. Stat. §515B 3-102, 2) the Master Board accepts said responsibility, and 3) Except for Opted-In Sub-Associations that have delegated management duties to the Master Board pursuant to Article IV, Section 3a, the Sub-Association must provide a budget covering Sub-Association anticipated common expenses and setting forth the amount of Sub-Association Assessments for the following year to the Master Board by November 1 each year.

ARTICLE III ASSOCIATION STRUCTURE, MEMBERSHIP AND VOTING RIGHTS

Section 1 Master Bylaws The Master Association shall have Master Bylaws. The Master Bylaws shall govern the operation and administration of the Master Association, subject to this Master Declaration in the event of a conflict. The Master Bylaws shall be binding upon all Members, Owners and Occupants, and their invitees, all secured parties and all other persons holding or acquiring any interest in the Property.

Section 2 Master Board of Directors All power and authority of the Master Association shall be vested in the Master Board, unless action or approval by the Members is specifically required by the Master Governing Documents or MCIOA. All references to the Master Association shall mean the Master Association acting through the Master Board, unless specifically stated to the contrary. Directors shall be elected, serve and exercise their powers as provided in the Master Bylaws. The Board of Directors during the Master Declarant Control Period shall consist of three members. The Master Declarant shall have the right to appoint and remove Directors during the Master Declarant Control Period, as provided in Article X, Section 4. After the Master Declarant Control Period has expired, the Master Board shall consist of 5 Directors, a majority of whom shall be either Members of the Master Association or members of a Sub-Association, and shall be persons other than the Master Declarant or affiliate of the Master Declarant. After expiration of the Master Declarant Control Period, the Master Declarant shall retain the right to appoint one Director to the Master Board, and the remaining Directors shall be elected by the Members.

Section 3 Lots, Units and Sub-Associations. The Property shall be divided into Units, Lots, Common Elements and/or property dedicated to the City of Blaine. The terms "Unit", "Lot" and "Common Element" are defined in Article I. All portions of the Property intended for separate ownership must be subject to a Subordinate Declaration unless said portion

1) contains one or more commercial buildings, 2) contains one or more apartment buildings, 3) constitutes a Master Common Element, or 4) is owned by the City of Blaine. A Sub-Association shall be created by, and the Units within the Sub-Association shall be subject to, a recorded declaration containing covenants, conditions, restrictions and easements consistent with the Master Governing Documents. A Subordinate Declaration may not be recorded without prior approval of the Master Board. A Subordinate Declaration must delegate certain powers to the Master Association as set forth in Article IV, Section 3 (e), below.

Section 4 **Membership.** Membership in the Master Association shall be governed by the following qualifications:

- a. Each Sub-Association shall have one membership in the Master Association subject to the qualifications set forth in this Article III. The membership shall attach to a Sub-Association at the time the Declaration governing the Sub-Association Property is recorded. Except as expressly provided in this Master Declaration, a membership shall be appurtenant to and shall not be separated from the Sub-Association to which it is attached and shall be automatically transferred to any successor Sub-Association.
- b. Each owner of a Lot on which one or more apartment buildings is located shall have one membership in the Master Association subject to the qualifications set forth in this Article III. The membership shall attach to said Lot at the time of substantial completion of the apartment building.
- c. Each owner of a Lot on which a commercial building is located shall have one membership in the Master Association subject to the qualifications set forth in this Article III. The membership shall attach to said Lot at the time of substantial completion of the commercial building.
- d. Rights with respect to a membership of a sub-Association shall be exercised by the Sub-Association Board on behalf of the Owners whose Units are located in the Sub-Association Property.
- e. No person holding a security interest in any part of the Property shall be a Member solely by reason of such interest.
- f. Additional memberships may be created by (i) subjecting additional real estate to this Master Declaration pursuant to Article XI, or (ii) by subdividing Sub-Association Property in accordance with this Master Declaration, in which case, the surviving Sub-Associations shall each have one membership.
- g. Memberships may be combined by combining one or more Sub-Associations as provided herein, in which case the surviving Sub-Association shall have one membership.

Section 5 **Member Voting** The total number of votes which may be cast, for election of members to the Board of Directors after the Master Declarant Control Period and on all other matters to be voted on by the Members shall be calculated as follows

- a Each Sub-Association shall have one vote for each Unit that is subject to its own Subordinate Declaration
- b The Owner of a Lot on which one or more apartment buildings is located shall have one vote for every four (4) Dwellings within the apartment building(s) for which a certificate of occupancy has been issued by the appropriate governmental authorities
- c The Owner of a Lot on which one or more commercial buildings is located shall have one vote for every 2000 square foot gross floor area of said commercial building(s) In the event a Lot contains a commercial building with less than 2000 square foot floor area, said Owner shall have one vote

The number of votes allocated to each Member and the total number of membership votes in the Master Association shall be adjusted accordingly as a result of an increase in the number of Certificates of Occupancy issued, completion of construction of commercial buildings, and through the addition of additional real estate or subdivision or relocation of boundaries as provided in Article XI

The Board of Directors of a Sub-Association must, by resolution, appoint a single individual from its Sub-Association Board to act as its representative for the purpose of attending any meetings of the Members of the Master Association and for casting the membership votes in the Master Association allocated to the Sub-Association as directed by the Sub-Association Board Said representative may cast the membership votes attributable to each Unit separately Cumulative voting is not permitted

ARTICLE IV RIGHTS AND DUTIES OF ASSOCIATION

Section 1 **Rights of Master Association** Without limiting any other rights of the Master Association under the Governing Documents, the Rules, MCIOA and other applicable law, the Master Association shall have the following rights

- a to operate and maintain those parts of the Property for which it is responsible,
- b to borrow money for the purpose of improving the Master Common Elements or any portion thereof and, in connection therewith, to mortgage or otherwise encumber the Master Common Elements, provided, that the lien of such a Mortgage shall be subject and subordinate to the Master Declaration,

- c to take such steps as are reasonably necessary to protect the Master Common Elements against foreclosure,
- d to suspend the rights of any Owner following ten (10) days written notice of a violation of the Rules, provided, that this limitation shall not be construed to deny or limit access by an Owner to his or her Unit or Lot, or utilities serving the same,
- e to transfer title to all or any portion of the Master Common Elements, or to grant easements, leases and licenses through, over or under the Master Common Elements, as provided in the Master Governing Documents,
- f to levy Master Assessments, including fines and charges, or to pursue other remedies, in accordance with the Master Declaration,
- g to control all of the irrigation over the Property, except over Property within a Sub-Association that does not contain any Units containing a Dwelling that shares or has contiguous walls, siding or roof ("Attached Units") More specifically, the Master Association and its agents and assigns shall have the right to construct, operate and manage an irrigation system that will serve all of the Property, to draw water perpetually from the Lake or any pond within the Property to serve this irrigation system, to require every Sub-Association (except those that do not contain Attached Units) to use this irrigation system for irrigation of the Property, and to charge a reasonable fee for use of this irrigation system, said fee to be included in the Master General Assessments The Master Association specifically reserves the right to sell the irrigation system and any rights and easements attached to it to a third party,
- h to control use of the Lake and to develop and enforce a Lake Management Plan relating to use and maintenance of the Lake and Shoreline The Master Board shall have the authority to modify the Lake Management Plan from time to time and shall maintain a current copy at the registered office of the Master Association
- i to hire one garbage hauler to serve the entire Property and to charge a reasonable fee for this service to be included in the Master General Assessments
- j to exercise all of the rights delegated to the Master Association by a Sub-Association including, but not limited to those powers as more fully described in Article IV, Section 3e
- k to maintain the Common Elements of a Sub-Association, if not properly maintained by the Sub-Association, following ten (10) days written notice to the Sub-Association that maintenance of the Sub-Association Common elements is

not in compliance with the maintenance standards established by the Master Association. The cost of any such maintenance performed by the Master Association shall be assessed upon the members of the Sub-Association failing to maintain its own Common Elements. Provided, however, that the maintenance standards established by the Master Association relating to Sub-Association Property shall not exceed the level of maintenance as that performed by the Master Association over the Master Common Elements,

- l to enforce the covenants, conditions and restrictions set forth herein and any amendments hereto and any Rules adopted by the Master Association

Section 2 General Duties The Master Association shall have the following duties

- a operation, maintenance, repair and replacement of the designated wetland replacement outlots to the extent required by governmental authority,
- b maintenance, repair and replacement of the monuments that are installed and owned by the Master Association,
- c maintenance, repair and replacement of any landscaping in the traffic islands located in the public streets and public street boulevards dedicated on the Plat,
- d maintenance, repair and replacement of any sidewalks and surrounding landscape areas located on or within public rights of way as required by the City of Blaine,
- e maintenance, repair and replacement of those street lights on the Property that are owned by the Master Association,
- f maintenance of the Common Elements of an Opted-In Sub-Association (as defined below),
- g The Master Association shall undertake, at its discretion, such other duties as determined by the Master Board

Section 3 Duties of Sub-Association

- a At the time that a Sub-Association is created, the Sub-Association shall determine, at its sole option and subject to acceptance by the Master Association, whether the Sub-Association or Master Association shall take responsibility for the management, administration and/or maintenance, repair and replacement of all or part of the Sub-Association Property. The Master Association shall have the right to charge a reasonable fee for providing management, administrative and/or maintenance services. A Sub-

Association that delegates responsibility for the management, administration and/or maintenance, repair and replacement of all or part of the Sub-Association Property to the Master Association shall be referred to as an "Opted-In Sub-Association" Every Sub-Association shall be required to delegate responsibility for garbage removal to the Master Association, as provided in Section 1 (i), above

b Unless said responsibility is delegated to the Master Association, a Sub-Association must conduct the maintenance and repairs this Section requires in accordance with the standards set forth in this Master Declaration and ordinances of the City of Blaine or other applicable governing entity Unless a Sub-Association elects to delegate its maintenance responsibilities to the Master Association, each Sub-Association is responsible for the maintenance of any private streets and private utilities located on the Sub-Association Property or in any public right of way adjacent to the Sub-Association Property, as well as the maintenance of landscaping and any Common Elements of such Sub-Association located on the applicable Sub-Association Property, and maintenance of any Shoreline contained within the Sub-Association Property as required by the Lake Management Plan

c Any Opted-In Sub-Association may subsequently petition the Master Association to allow the Sub-Association (rather than the Master Association) to be responsible for the maintenance, repair and replacement of its own Property or any part thereof (other than garbage removal) Upon receipt by the Master Association of any such petition, the Master Association shall determine the date on which the Master Association shall no longer be responsible for the Sub-Association maintenance Said date shall be no later than six (6) months after the Master Association receives said petition, with the exception that maintenance duties subject to any existing contract(s) between the Master Association and a service provider shall continue to be the responsibility of the Master Association until the expiration of the term(s) of said contract(s)

d Any Sub-Association that has been providing its own maintenance, repair and replacement may subsequently petition the Master Association to take responsibility for the maintenance, repair and replacement of the Sub-Association Property, or any part thereof The Master Board shall determine in its sole discretion whether the Master Association shall assume such responsibility and if so, shall determine the terms and conditions of said arrangement

e All Subordinate Declarations shall contain provisions delegating to the Master Association the power to adopt and amend Master Association budgets for revenues, expenditures and reserves, to levy and collect Master Assessments for Master Common Expenses from Owners, and to appoint an Architectural Control Committee with all powers set forth in Article V, below Additionally, a Subordinate Declaration shall authorize the Sub-Association Board to delegate any of the additional powers described in Minn Stat §515B 3-102 to the Master Association A Sub-Association that desires to

delegate to the Master Association the power to adopt and amend budgets for revenues, expenditures and reserves, and/or to levy and collect assessments for Sub-Association Common Expenses shall include said delegation in its Subordinate Declaration. No Sub-Association Governing Documents shall be amended or changed in any way without the prior written approval of the Master Association, and Master Declarant so long as it owns any portion of the Property or has the unexpired right to subject any additional real estate to this Master Declaration.

Section 4 Agreements Subject to Section 9, Article XII, all agreements and determinations lawfully authorized by the Master Board during the Control Period shall, following the expiration or surrender of such control, be binding upon all Owners and Members, their heirs, legal representatives, successors, and assigns, and all others having an interest in the Master Association or the privilege of possession and enjoyment of any part of the Master Association. In performing its responsibilities hereunder, the Master Board shall have the authority to delegate to persons of its choice such duties of the Master Association as may be determined by the Master Board. In furtherance of the foregoing, and not in limitation thereof, the Master Board may obtain and pay for the services of any person or entity to manage the Master Association's affairs or any part thereof, to the extent the Master Board deems advisable, as well as such other personnel as the Master Board shall deem necessary or desirable for the proper operation of the Master Association, whether such personnel are furnished or employed directly by the Master Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to employment of a manager shall be a Master Common Expense. The Master Board, in authorizing the Master Association's execution of a management agreement may delegate to such manager any powers and duties of the Master Association except for powers or duties which this Master Declaration or the Master By-Laws specifically reserves exclusively to the Master Association's directors, officers or Members. Such manager may be an individual, a corporation, or other legal entity, as the Master Board shall determine, and may be bonded or insured in such a manner as the Master Board requires, with the cost of such bond or insurance to be a Master Common Expense. In addition, the Master Association may pay for, and the Master Board may hire and contract for, such legal, accounting or other professional services as the Master Board may deem necessary or desirable in connection with the operation of the Master Association or the enforcement of this Master Declaration, the Master By-Laws, or the Rules of the Master Association.

Section 5 Management Agreement with Master Declarant or Affiliate The Master Board may employ a Master Declarant or an affiliate of a Master Declarant as the manager of the Master Association pursuant to a separate agreement, and, subject to Section 4, above, the terms of the Agreement may extend beyond the expiration of the Control Period.

Section 6 Repairs to and Replacement of Damaged Master Common Elements If Master Common Elements are damaged or destroyed, the Master Association must either repair or replace the damaged Master Common Elements. The Master Board must determine whether it is in the best interest of the Master Association to repair damaged Master Common Elements or

to replace damaged Master Common Elements. Repairs to or replacements of the Master Common Elements must restore the Master Common Elements to substantially the same condition that existed immediately prior to the damage or loss unless the Master Board proposes and Members holding 67% of the membership voting rights in the Master Association, voting in person or by proxy at an annual or special meeting of the Members duly called for this purpose, approve repairs to reconstruction of damaged Master Common Elements in a manner that does not restore the damaged Master Common Elements to substantially the same condition that existed immediately prior to the damage. The Master Association will use the proceeds, if any, from insurance the Master Association maintains pursuant to Article VIII or otherwise to finance the repair or reconstruction of damaged Master Common Elements. If insurance proceeds are insufficient to finance the repair or replacement of damaged Master Common Elements, the Master Board may levy Master Special Assessments pursuant to Article II, Section 4, to finance costs not covered by insurance proceeds.

ARTICLE V ARCHITECTURAL CONTROL

Section 1 General It is the intent of Master Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, an Architectural Control Committee (the "ACC") shall be established as a permanent committee of the Master Association to oversee, review and regulate all architectural and design matters involving the Property. The primary mission of the ACC will be to maintain the Master Declarant's initial palate for development of the Property, subject to the Owners' right to quiet enjoyment. The ACC shall have the following general powers:

- a. The ACC shall have the exclusive right to approve or disapprove the size, exterior design, color, materials, landscaping and location with respect to all proposed Improvements, as well as the general plan for development of all Sub-Association Property.
- b. The ACC shall have the exclusive right to approve or disapprove all proposed additions, changes and any other type of remodeling to the exterior of any existing Dwelling or other Improvement, except for any changes to a Dwelling or other Improvement by Master Declarant.
- c. The ACC shall impose standards for design, appearance, construction or development that are in general conformity with the architectural character and use of the Property as planned and developed by the Master Declarant.
- d. The ACC may, in its sole discretion, impose standards for design, appearance, construction, or development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other governmental laws,

ordinances, codes or regulations, The primary procedures and regulations governing the ACC are set forth in this Article V

Section 2 Architectural Control Committee The ACC shall be a permanent committee of the Master Association, and shall administer and perform the architectural and landscape review and control functions of the Master Association

a The ACC shall initially consist of a minimum of three (3) natural persons, who need not be Owners Until the expiration of the Master Declarant Control Period the committee members shall all be appointed by Master Declarant and shall hold office at the pleasure of Master Declarant Thereafter, Master Declarant shall have the right to appoint the majority of the members of the ACC so long as Master Declarant owns some of the Property, and the Master Board shall have the right to appoint the remainder of the members

b Upon the expiration of the Master Declarant Control Period the Master Board shall (i) determine how many persons shall serve on the ACC (which shall be no fewer than three (3) nor more than seven (7) natural persons), (ii) appoint the members of the ACC (subject to Master Declarant's right to appoint the majority of members), (iii) set reasonable terms of office for the members of the ACC, and (iv) determine which member of the ACC shall serve as its chair Following the expiration of Master Declarant's right to appoint the majority of the members of the ACC, a majority shall be Owners

c Until the expiration of Master Declarant's right to appoint a majority of ACC members, meetings of the ACC may be called by Master Declarant or by the chair of the ACC A majority of the ACC shall constitute a quorum to transact business at any meeting, and the action of a majority of those present shall constitute the action of the ACC

Section 3 Application and Approval Required Except as otherwise provided herein, no Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and location of the Improvements shall have been submitted to and approved in writing by the ACC Approval shall be requested by written application on such forms as may be required by the ACC The application shall include the name of the contractor(s) to be performing the construction The ACC may require that the plans included with the application be prepared by an architect, landscape architect, engineer or other qualified person The ACC may require submission of samples of building materials and colors proposed to be used All applications made to the ACC shall be simultaneously made to the appropriate official of any governmental authority having jurisdiction over the subject of the application, if required by the governmental

authority. If the information submitted to the ACC is, in the ACC's sole opinion, incomplete or insufficient in any manner, the ACC may require the submission of additional information.

Section 4 Approval Standards The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole and absolute discretion. The ACC shall establish criteria to be considered in approving or disapproving such plans and applications. Said criteria may include the following, without limitation:

- a. Substantial uniformity of color, size, location, type and design for Dwellings and other Improvements in Sub-Associations with attached housing or uniform design requirements
- b. Comparable or better quality of materials as used in existing buildings or other Improvements on the Property
- c. Minimum square footage requirements
- d. Ease of maintenance and repair
- e. Adequate protection of the Property, the Master Association, Owners and Occupants, and Sub-Association Declarants from liability and liens arising out of the proposed alterations
- f. Substantial preservation of other Owners' sight lines, if material
- g. Compliance with governmental laws, codes, ordinances and regulations
- h. Preservation of existing trees and vegetation, and the lakes and wetlands located on or adjacent to the Property

Section 5 Notice of Decision The ACC shall approve or disapprove the application and notify the applicant in writing within thirty (30) days following the receipt of the application and all related information. The notice shall set forth the approval or denial of the application, or any qualifications or conditions of approval. If the ACC disapproves the application, it shall state the grounds upon which the disapproval is based. Any applicant may appeal the decision of the ACC to the Master Board within thirty (30) days of the ACC's decision. The Master Board shall make its determination and notify the applicant within thirty (30) days of receipt of the appeal. The determination of the Master Board shall be final and binding upon the applicant, provided, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Master Declaration, or which violates any governmental law, zoning or building ordinance, or regulation.

Section 6 Failure to Approve or Disapprove In the event the ACC, fails to approve or disapprove an application within thirty (30) days after it has been submitted, approval will not be required and this Article will be deemed to have been fully complied with

Section 7 Variances The ACC may, in its sole discretion, grant variances from the requirements contained herein or as elsewhere promulgated by the ACC, on a case by case basis, provided, that the variance sought (i) involves unique circumstances, (ii) is reasonable and (iii) does not impose a hardship upon other Owners, and (iv) does not violate any governmental law, ordinance, code or regulation The granting of such a variance by the ACC shall not nullify or otherwise affect the ACC's right to require strict compliance with its requirements on any other occasion

Section 8 Completion Schedule The ACC may specify a time period within which construction of all Improvements for which the approval of the ACC is required under this Master Declaration shall be completed

Section 9 Certificate of Compliance The ACC may impose a policy requiring that the Owner obtain a Certificate of Compliance from the ACC, certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved, Prior to the use or occupancy of any Improvement The ACC may, from time to time, delegate to a member or members of the ACC, or to the Master Association manager, the responsibility for issuing Certificates of Compliance

Section 10 Inspection and Remedies The ACC, and any agent or member of the ACC, has the right of entry and inspection upon any portion of the Property, with reasonable notice given to the Owner, for the purpose of determining whether there is compliance with the applicable architectural standards If any person fails to comply with the requirements of the Master Declaration or the standards promulgated by the ACC, the violator shall pay all costs in connection with the resolution or correction of the violation, including without limitation any fees of attorneys or other professionals, incurred by the Master Association The ACC may, in addition to its other remedies, record against the Unit or Lot with respect to which the violation has occurred, in the public records of the county, a Certificate of Noncompliance stating that the Improvements fail to meet applicable architectural standards

Section 11 Review Fees The ACC may adopt a schedule of reasonable fees for processing applications for approval Such fees, if any shall be payable to the Master Association at the time that the plans and specifications and other documents are submitted to the ACC The payment of such fees, as well as other expenses of the ACC required to be paid, shall be deemed to be a Master Assessment against the Unit or Lot with respect to which the application is made

Section 12 Master Declarant Exemption Notwithstanding anything contained herein to the contrary, any Improvements of any nature at any time made or approved by the Master Declarant, including, without limitation, Improvements made or to be made to the Common

Elements or Sub-Association Property, shall not be subject to the review or other procedures of the ACC, but such Improvements shall comply with the plan of development for the Property

Section 13 Sub-Association Declarant Exemption Notwithstanding anything contained herein to the contrary, a Sub-Association Declarant may obtain a blanket approval from the ACC for its initial plan of development of the Sub-Association Property. This blanket approval may include approval of plans and specifications for various types of Improvements that may be constructed on the Sub-Association Property. The Sub-Association Declarants shall not be required to obtain a Certificate of Compliance from the ACC for Improvements completed by it or its agents or assigns. In the event that a Sub-Association Declarant desires to construct Improvements on the Sub-Association Property that vary from the plans and specifications contained in its existing blanket approval, the Sub-Association Declarant shall submit a new application containing the additional plans and specifications which it would like added to the blanket approval.

Section 14 Disaster Exemption Notwithstanding anything contained herein to the contrary, an Owner or Sub-Association may proceed with construction without approval of the ACC if a structure is damaged or totally demolished by fire, windstorm or other disaster, provided the structure is substantially the same as the original structure.

Section 15 Protection from Liability Neither Master Declarant, the Master Association nor its directors or officers, the members of the ACC, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any person due to any alleged mistakes in judgment, negligence or any action of the ACC in connection with the approval or disapproval of plans and specifications. The Master Association shall indemnify, defend and hold harmless the ACC and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the ACC or its members. Neither Master Declarant, the directors or officers of the Master Association, the members of the ACC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each person submitting an application for approval shall be solely responsible for the sufficiency of all plans and specifications submitted and for the quality of construction of the Improvements constructed, and shall hold harmless, indemnify and defend the Master Association and Sub-Associations, and their respective officers, directors, committee personnel and agents, from and against all claims, damages and liabilities arising out of the approval or construction of the Improvements to which their application relates.

Section 16 No Representation of Compliance No approval of plans and specifications and no publication of standards by the ACC shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed Improvements. Such approvals and standards shall not be construed as representing or guaranteeing that any Dwelling or other Improvement built in accordance therewith was built in a good and workmanlike manner. Neither Master Declarant, the Master Association, nor the ACC

shall be responsible or liable for any defects in any plans or specifications submitted or approved, any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications

Section 17 Additional Standards The ACC is authorized to promulgate from time to time additional reasonable written architectural standards, guidelines and other regulations governing the construction, location, landscaping, and design of Improvements, the contents of plans and specifications, and other information required to evidence compliance with this Article V, provided such standards, guidelines and/or regulations are in compliance with the architectural character and use of the Property as planned and developed by the Master Declarant. Any such publications by the ACC shall be binding and enforceable against all Persons with the respect to all Improvements subject to approval by the ACC

ARTICLE VI ADDITIONAL RESTRICTIONS, RULES AND REGULATIONS

Section 1 Additional Restrictions

a The ACC, in its discretion, shall have the authority to establish and enforce rules and regulations restricting the type and number of signs that may be displayed to the public view on the Property, including restrictions on the size, construction and appearance. Said enforcement authority shall include the right to remove any signs that are not in compliance with the established rules and regulations

b The Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including pet or household waste. Garbage, rubbish and trash shall not be kept on said premises except in covered sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition

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

d No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any part of the Property at any time as a residence, either temporarily or permanently

e No motor homes, campers or other types of recreational vehicles shall be parked on any Master Common Element

f No abandoned motor vehicle as defined in Minn Stat Section 168B.02, subdivision 2, as amended from time to time, shall be permitted to remain upon the streets or driveways or on any part of the Property. The Master Association shall have the right to remove any such vehicle at any time, and assess the costs of such removal against the Unit or Lot which is owned or occupied by the person in control or possession of such vehicle.

g Sub-Associations and Owners shall not use phosphorous

h Except for Sub-Associations that do not contain any Attached Units, no irrigation may be performed by a Sub-Association on the Property other than through use of the irrigation system to be created and operated by the Master Association or its agents or assigns as more fully described in Article IV, Section 1 (g)

i The Master Board, in its discretion, shall have the authority to establish and enforce rules and regulations restricting the use of the Lake, including restrictions on the type of engines and/or vehicles permitted on the Lake. Said restrictions may include exceptions for maintenance and repair equipment, enforcement vehicles operated by the Master Association or its agents or assigns and emergency vehicles.

j No docks shall be erected or installed without the approval of the ACC. The ACC shall make all determinations concerning docks pursuant to the Lake Management Plan.

k The ACC, in its discretion, shall have the authority to establish and enforce rules and regulations restricting the installation, construction, appearance and use of swimming pools, fences, and outbuildings on the Property, as provided in Section 3, below.

Section 2 Rights of Master Declarant, Sub-Association Declarants and Home Builders
Until the last Unit or Lot in the Property is sold and conveyed to an Owner other than the Master Declarant, Sub-Association Declarant or a Builder whose business is to construct homes for resale, the following action by said persons will not be deemed violations of the foregoing restrictions:

a Use of a Dwelling for model and sales office purposes,

b Storage of equipment materials or earth during the construction of new Dwellings on Units or Lots owned by the person doing such storage or construction,

c Display of signs advertising Units or Lots in the Property as allowed by the City of Blaine, Minnesota and as permitted by the ACC, and

d Erection and use of a construction trailer on Sub-Association Property during the initial construction and development of said property, by the person doing such development or construction.

Section 3 Rules and Regulations The Master Board shall have the power to approve, implement and enforce such reasonable rules and regulations ("Rules") it deems necessary from time to time for the purpose of operating and administering the affairs of the Master Association and regulating the use of the Property, provided that the Rules shall not be inconsistent with this document, the Master Articles, Master By-Laws or MCIOA, and further provided that each Sub-Association shall also have rule making powers with respect to each Sub-Association Property. However, all Rules proposed by a Sub-Association must be approved by the Master Board and must not conflict with this Master Declaration and Rules made by the Master Board. The Master Board may delegate its Rule making and enforcement authority to the ACC with regard to Rules affecting the appearance or condition of the Property and Improvements located thereon. New or amended Rules shall be effective only after reasonable notice thereof has been given to the Members and Owners. Rules that will affect less than all of the Property shall be approved only after good faith consultation with the Board of Directors of the Sub-Association that includes the affected Property. Said Rules shall generally be as follows:

- a regulating the use of the Master Common Elements,
- b regulating the use of Units and Lots and the conduct of the Occupants and Owners which may jeopardize the health, safety and welfare of other Occupants, which involves noise or other disturbing activity, or which may damage the Common Elements or other Units or Lots,
- c regulating changes in the appearance of the Master Common Elements and conduct which may damage the Property,
- d regulating the exterior appearance and maintenance of Improvements located on the Property, including, by way of illustration and not limitation, painting, roofing, balconies and patios, window treatments, and signs and other displays, regardless of whether inside or outside a building,
- e implementing the Master Articles, this Master Declaration and the Master By-Laws, and
- f other rules facilitating the operation of the Property

After notice and an opportunity to be heard, the Master Board may impose reasonable sanctions, including the levying of reasonable fines and reasonable restrictions on services and use of Master Common Elements, for violations of this Master Declaration, or the Master By-Laws or Rules.

Section 4 Additional Protective Covenants Master Declarant may require the imposition on a Sub-Association, in connection with the creation or development of the Sub-

Association Property, additional Protective Covenants and use restrictions not inconsistent with those contained in this Master Declaration

ARTICLE VII EASEMENTS

Section 1 Utility Easements All Units and Lots are hereby subjected to easements in gross in favor of the Master Association, Master Declarant, Sub-Association Declarants and any public authority or agency or public or private utility (as applicable) for the installation and maintenance of utilities, including gas, telephone, irrigation, electric and cable TV/satellite services and other communication services. The Master Association or its proper representatives shall have the right of free access to any Unit or Lot for the purpose of maintaining any utility service to any Unit or Lot. In addition, each Unit or Lot over which a utility is in fact installed or constructed as part of the original utility system shall be subject to an easement for utility purposes over the portion of the Unit or Lot upon which such utility service is constructed.

Section 2 Easements for Encroachment In the event that any Improvements on any Unit or Lot encroach upon any other Unit or Lot, an exclusive easement appurtenant to the Unit or Lot upon which the encroaching improvement is located for such encroachment and the maintenance thereof shall exist.

Section 3 Easement for Maintenance Master Declarant hereby grants an easement in gross in favor of the Master Association and its agents, employees, successors and assigns over and across each Unit and Lot for the purposes of the Master Association performing its duties, including, but not limited to, an easement across each Unit and Lot which lies adjacent to any body of water for the purposes of maintaining such body of water, and an easement across all of the Property for irrigation.

Section 4 Emergency Vehicle Easement Master Declarant hereby grants a perpetual, non-exclusive easement in gross in favor of the City of Blaine, a municipal corporation under the laws of the State of Minnesota, on, over and across the Master Common Elements for the purpose of ingress and egress for police, fire, rescue and other emergency calls, animal control, health and prospective inspection and to provide to the Owner other public services deemed necessary by the City of Blaine and for the purposes set forth herein.

Section 5 Master Common Elements Master Declarant hereby declares a perpetual, appurtenant easement over and across the Master Common Elements and the improvements located thereon in favor of the Units and Lots to permit the Owners and Occupants to use the Master Common Elements and the Improvements located thereon subject to all covenants, conditions and restrictions set forth in this Master Declaration and subject to the Master Association's right to adopt rules and regulations regulating the use of the Master Common Elements.

Section 6 Lake and Shoreline Easement Master Declarant hereby declares a perpetual, appurtenant restrictive easement over, under and across the Lake and the portion of the Property surrounding the Lake (the "Shoreline"), as legally described on Exhibit D, prohibiting certain usage of the Lake as determined by the Master Board and further prohibiting any person from taking any action within the Shoreline or Lake in violation of the Lake Management Plan, as described in Article IV, Section 1 (h), unless expressly authorized by the Master Board and/or the ACC. The Owners of Property that encompasses any portion of the Shoreline shall be required to take steps necessary, with regard to said Owner's Property, in order to comply with the Lake Management Plan. The Master Declarant also hereby grants a perpetual, appurtenant easement in favor of the Master Association and its agents, employees, successors and assigns over, under and across the Lake and Shoreline for the purpose of taking any action necessary to effect compliance with the Lake Management Plan and/or for the purpose of installing, maintaining and operating the irrigation system referenced in Article IV, section 1 (g). Such easement shall include, without limitation, the right to implement erosion control procedures, the right to drain and redirect water, the right to control access to the Lake, the right to apply authorized fertilizers, pesticides or other substances, and the right to correct any condition within the easement which violates the Lake Management Plan.

Section 7 Master Declarant Rights All Units and Lots are hereby subjected to exclusive easements in favor of Master Declarant and Sub-Association Declarants for the exercise of their Declarant rights, which easements shall terminate when Master Declarant and Sub-Association Declarants no longer own any Property.

Section 8 Project Sign Easements The Master Declarant and the Master Association shall have a right and easement to erect and maintain monument signs and related Improvements identifying the Property or features. This right and easement shall be exclusive, except that Sub-Association Declarants and Sub-Associations shall have the right and easement to erect and maintain monument signs and related Improvements identifying the Sub-Association Property or features, on Property subject to their own Subordinate Association. The areas on which monument signs or related Improvements are located shall be subject to exclusive easements in favor of the Master Association, or Sub-Association, as applicable, for the continuing use, maintenance, repair and replacement of said Improvements. In exercising its rights under said easements, the Master Declarant, the Master Association, the Sub-Association Declarants and Sub-Associations shall take reasonable care to avoid damaging the Property on which the easement is located.

Section 9 Easements for Environmental Compliance All Units and Lots are hereby subjected to an exclusive easement in favor of Master Declarant and the Master Association and their respective agents, employees, successors and assigns on and across the Common Elements and the yard area of Units and Lots for the purpose of taking any action necessary to effect compliance with Environmental Laws, Rules, Regulations or Procedures promulgated by the Master Board or by any governmental authority. Such easements shall include without limitation the right to implement erosion control procedures, the right to drain and redirect water, the right

to control access and the right to apply authorized fertilizers and pesticides and the right to correct any condition on the Property, which violates such governmental controls. The exercise of these easement rights shall be in strict compliance with all applicable environmental laws and regulations.

Section 10 Easements and Rights of Declarant The Master Declarant shall have and enjoy a non-exclusive easement in gross over all Property to install utilities or otherwise complete construction required in conjunction with the development of the Property and to use portions of the Property other than Units and Lots owned by a Person other than Declarant for storage of materials for purposes reasonably related to said construction, provided however, that such use shall be on the condition that Master Declarant shall promptly repair or restore any Property so used at its expense.

Section 11 Restriction on Easement Grants No Owner, Sub-Association Declarant, or Sub-Association Developer shall grant any easement or similar rights upon any portion of the Property without the prior written approval of the Master Board provided that such approval shall not be unreasonably withheld if the easement is for a purpose consistent with this Master Declaration and does not prejudice the rights of any Owners, the Master Declarant or any Sub-Association Declarant.

Section 12 Continuation and Scope of Easements The rights and easements granted or reserved by this Article VII shall be appurtenant unless otherwise indicated. The easements shall supplement and not limit any easements described elsewhere in this Master Declaration or any recorded instrument and shall include reasonable access through the Common Elements and yard areas of Units and Lots for purposes of access to and maintenance, repair, replacement and reconstruction of any Improvements installed or constructed in such areas.

Section 13 Creation of Additional Easements Master Declarant may without vote of the membership of the Master Association cause the Master Board while the Master Declarant is the Owner of at least a portion of the Property to execute and deliver such easements or other conveyances for the creation of utilities or other dedications as may be required incident to the development of the Property. Should the intended creation of any easement fail by reason of the fact that at the time of creation there is no grantee having the capacity to take and hold such easement, any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Master Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements, the Owners hereby designate the Master Declarant and/or Master Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

ARTICLE VIII INSURANCE

Section 1 Required Coverage The Master Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in MCIOA and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

a Property insurance covering the Master Common Elements and any Property that will become Master Common Elements, as well as the Sub-Association Common Elements as the Master Board deems appropriate after consultation with the respective Sub-Association Boards ("Opted-In Sub-Associations") and any other Property deemed by the Master Board as properly insurable hereunder, in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable replacement cost of the Property being insured, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery) The policy or policies shall cover personal property owned by the Master Association and Opted-In Sub-Associations The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Department of Housing and Urban Development, Office of the Federal Housing Commissioner ("FHA") or Federal National Mortgage Association ("FNMA") or the Veterans Administration ("VA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit or Lot The Master Board may also, on behalf of the Master Association, enter into binding written agreements with a mortgagee, insurer or service, including without limitation the FHA, VA or FNMA, obligating the Master Association to keep certain specified coverages or endorsements in effect

b Commercial general liability insurance against any liabilities arising in connection with the ownership, existence, use or management of the Master Common Elements, as well as the Opted-In Sub-Association Common Elements, in an amount deemed sufficient in the judgment of the Master Board, insuring the Master Board, Master Association, Opted-In Sub-Association Board, Opted-In Sub-Association, and management agent(s) and their respective employee agents and all persons acting as agents of such insured parties The Master Declarant and Sub-Association Declarant, if applicable, shall be included as additional insureds in their capacity as an Owner and as a party designating or appointing members of the Master Board, ACC or Sub-Association Board, if applicable The Owners,

then Eligible Mortgagees and other secured parties shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Master Common Elements and/or Opted-In Sub-Association Common Elements. The insurance shall cover claims of one or more insured parties against other insured parties.

c Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Master Association and/or Opted-In Sub-Associations if deemed to be advisable by the Master Board or required by the regulations of the FHA, VA or FNMA as a precondition to the purchase or financing of a mortgage on a Unit or Lot. The fidelity bond or insurance shall name the Master Association as the named insured and shall, if required by the regulations of the FHA, VA or FNMA, as a precondition to their insuring, purchasing or financing of a mortgage on a Unit or Lot, be written in an amount equal to the greater of (i) the estimated maximum of Master Association funds, including reserves, in the custody of the Master Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units and Lots plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

d Workers' Compensation insurance as required by law.

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

f Such other insurance as the Master Board may determine from time to time to be in the best interests of the Master Association, Opted-In Sub-Associations, and the Owners, including insurance described in Section 2 below if necessary.

Section 2 Insurance Provided by Sub-Associations A Sub-Association that contains Dwellings which share or have contiguous walls, siding or roofs shall be responsible for obtaining and maintaining insurance on Units and Sub-Association Common Elements located within the boundaries of that Sub-Association as may be required by MCIOA. In the event that any such Sub-Association cannot or will not obtain the required insurance and such failure is brought to the attention of the Master Board, the Master Board acting on behalf of the Master Association, will make reasonable attempts to obtain such insurance and, if so obtained, the cost thereof shall be assessed in full to the Owners affected and any insurance proceeds will be disbursed in accordance with the applicable provisions of the Sub-Association Declaration. A

Sub-Association that does not contain any Dwellings which share or have contiguous walls, siding or roofs ("Detached Homes Sub-Association") shall only be responsible for obtaining and maintaining insurance on Units located within the boundaries of that Sub-Association as provided in the Detached Homes Sub-Association's Declaration. A Detached Homes Sub-Association shall be responsible for obtaining and maintaining insurance on its Common Elements unless said responsibility is delegated to and accepted by the Master Association, as provided in Section 1 (a), above.

Section 3. Unavailability of Insurance If the insurance described in Section 1 or 2 is not reasonably available, the Master Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners.

Section 4. Premiums All insurance premiums shall be assessed and paid as a Master Common Expense.

Section 5. Loss Payee, Insurance Trustee All insurance coverage maintained by the Master Association shall be written in the name of, and the proceeds thereof shall be payable to, the Master Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Master Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Master Association.

Section 6. Waivers of Subrogation All policies of insurance shall contain waivers of subrogation by the insurer against the Master Association, or an Owner, members of the Owner's household, officers or directors, as applicable, and if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

Section 7. Cancellation, Notice of Loss All policies of property insurance and comprehensive liability insurance maintained by the Master Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty (30) days prior written notice to the Master Association, to the FHA, VA or FNMA (if applicable), all of the insureds and all Eligible Mortgagees.

Section 8. Restoration in Lieu of Cash Settlement All policies of property insurance maintained by the Master Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Master Association (or any Insurance Trustee), or (ii) when in conflict with provisions of any insurance trust agreement to which the Master Association may be a party, or any requirement of law.

Section 9. No Contribution Except for insurance maintained by a Sub-Association, all policies of insurance maintained by the Master Association shall be the primary insurance.

where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners or their Eligible Mortgagees

Section 10 Effect of Acts Not Within Master Association's Control All policies of insurance maintained by the Master Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Master Association, or (ii) any failure of the Master Association to comply with any warranty or condition regarding any portion of the Property over which the Master Association has no control

Section 11 Owner's Personal Insurance Each Owner may obtain additional personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property or personal liability All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Master Association

ARTICLE IX RIGHTS OF ELIGIBLE MORTGAGEES

Section 1 Consent to Certain Amendments Except as provided in Article XII, Section 3, of this Master Declaration, the written consent of Eligible Mortgagees representing at least fifty-one (51%) percent of the Units that are subject to first mortgages held by Eligible Mortgagees, (based upon one vote per first mortgage owned), shall be required for any amendment to this Master Declaration, the Master Articles or the Master By-Laws which causes any change in the following

- a the allocation for Master Assessments and/or voting rights assigned to each Unit or Lot,
- b the existence or priority of assessment liens,
- c the Master Association's duty to operate, maintain, repair and replace Master Common Elements including, but not limited to, the Master Association's obligation to repair or reconstruct damaged Master Common Elements pursuant to Section 6, Article IV,
- d the easement set forth in Section 5, Article VII,
- e Units into Master Common Elements or vice versa,
- f The insurance requirements set forth in Article VIII,
- g imposition of any restrictions on the leasing of Units or Lots,

h any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages

Notwithstanding the foregoing, implied approval of a proposed amendment shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail with a return receipts

Section 2 Access to Books and Records Eligible Mortgagees shall have the right to examine the books and records of the Master Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Master Association's annual reports and other financial statements Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Master Association's fiscal year If a request is made by FNMA or any institutional guarantor or insurer of a mortgage loan against a Unit or Lot for an audit of the Master Association's financial statements, the Master Association shall cause an audit to be made and shall deliver a copy to the requesting party, subject to the Master By-Laws

ARTICLE X MASTER DECLARANT RIGHTS

Section 1 Maintenance of Management and Sales Offices Notwithstanding anything herein to the contrary, so long as a Master Declarant owns an interest in any portion of the Property, the Master Declarant may maintain advertising signs on any part of the Master Common Elements, sales offices and management offices on any part of the Master Common Elements and such sales and management offices may be relocated by Master Declarant from time to time There shall be no limit on the number or location of such sales and management offices

Section 2 Temporary Construction Easement in Favor of Master Declarant Notwithstanding any provisions contained herein to the contrary, so long as construction of the Improvements located on the Master Common Elements shall continue, Master Declarant shall have an easement over and across the Master Common Elements for the purpose of completing the construction of any Improvements located on the Master Common Elements, including without limitation the right of vehicular ingress and egress, vehicular parking, material storage, and the maintenance of business offices and signs, and Master Declarant shall have an easement for access to such facilities, provided, however, that Master Declarant shall promptly restore any damage to the Master Common Elements by reason of any construction incident to the foregoing This Section may not be amended without the express written consent of the Master Declarant

Section 3 Add Additional Property Master Declarant reserves the right to add additional real estate to the Property as set forth in Article XI.

Section 4 Control of Master Association Master Declarant reserves the right to control the operation and administration of the Master Association, including, without limitation, the power to appoint and remove the members of the Master Board, until the earliest of (i) voluntary surrender of control by Master Declarant, (ii) the date ten (10) years following the date of recording of the Master Declaration, or (iii) a Master Association meeting to elect new directors which shall be held within sixty (60) days after the date when at least 75% of the Sub-Associations are controlled by their members. An association's members control the association when they have the right to elect or appoint a majority of the association's voting directors.

Section 5 Appointment of ACC Members Master Declarant reserves the right to appoint members of the ACC as provided in Article V, Section 4.

Section 6 Consent to Certain Amendments As long as Master Declarant owns any of the Property, or has the unexpired right to subject Additional Property to this Master Declaration, Master Declarant's written consent shall be required for any amendment to the Master Governing Documents, the Sub-Association Governing Documents or Rules which directly or indirectly affects Master Declarant's right under the Master Governing Documents or MCIOA.

ARTICLE XI RIGHTS TO ADD ADDITIONAL PROPERTY, RELOCATE AND SUBDIVIDE

Section 1 Master Declarant's Rights to Add Additional Property Master Declarant hereby expressly reserves the exclusive right to add additional real estate to the Property, as follows:

- a The right of Master Declarant to add Additional Property to the Property shall terminate ten (10) years after the date of recording of this Master Declaration or upon earlier express written withdrawal of such right by Master Declarant or a successor Master Declarant, provided, that said rights may be extended by a vote of the Members.
- b The Additional Property legally described on Exhibit C may be added to the Property by recording an amendment to this Declaration executed by the owner of the Additional Property and approved in writing by the Master Declarant, if other than the owner of the Additional Property.
- c In addition to the Additional Property, other real estate may be annexed to the Property with the prior written approval of (i) the Master Board, and (ii) Master Declarant so long as Master Declarant still owns a portion of the Property or has the unexpired right to subject any Additional Property to this Master Declaration.

- d Additional real estate may be added to the Property in parcels of any size and configuration, and may be designated as a new Sub-Association, as an addition to an existing Sub-Association, as Units, as Common Elements, Lots or as any combination thereof, as determined by Master Declarant, subject to any governmental requirements
- e There are no assurances as to the times at which any part of the Additional Real Estate will be added to the Property, the order in which it will be added, the number of parcels per phase, nor the size of the parcels Master Declarant has no obligation to add the Additional Property to the Property, and may develop it for any purpose consistent with the applicable governmental requirements

Section 2 Master Declarant's Rights to Change Sub-Associations and Units and Lots Master Declarant shall have the right to combine, subdivide or relocate the boundaries between Units and Lots owned by it and the Common Elements and to combine or divide Sub-Associations in connection therewith, as provided in this Section Master Declarant may unilaterally take such action at any time prior to the conveyance of the property in question to another person, or thereafter with the consent of the Owners whose Units or Lots are affected and the other Owners of the property in question, subject to the following requirements

- a Any relocation, combination, conversion or subdivision shall comply with all governmental laws, codes and regulations applicable to the transaction
- b Any membership accruing to a Sub-Association shall be reallocated as determined by the Master Board based upon the standards set forth in the Governing Documents
- c If the change involves a Sub-Association in which Sub-Association Governing Documents have been recorded, then the approval of the Sub-Association Declarant shall be required so long as the Sub-Association Declarant owns any property in the Sub-Association

Section 3 Transfer of Master Declarant Rights Some or all of the Master Declarant Rights may be voluntarily transferred by Master Declarant by a separate instrument signed by Master Declarant and the transferee, and recorded against the portions of the Property affected

Section 4 Rights and Obligations of Master Declarant Upon transfer of any Master Declarant Rights, the liability of Master Declarant shall be as follows

- a Master Declarant shall remain liable for any obligation or liability arising before the transfer

- b Master Declarant shall remain liable for any obligation or liability relating to any Master Declarant Rights retained by Master Declarant
- c Master Declarant shall have no liability for any act or omission arising from the exercise of a Master Declarant Right by the transferee of the Master Declarant Right

Section 5 Rights and Obligations of Successor Master Declarant Any transferee of Master Declarant Rights shall be entitled to exercise such Master Declarant Rights and shall be subject to all of the obligations with respect thereto, except (i) misrepresentations of Master Declarant, (ii) warranty obligations of Master Declarant, unless expressly assumed by transferee, (iii) breach of fiduciary obligation by Master Declarant or by any officers or members of the Master Board appointed by Master Declarant, (iv) any liability or obligation imposed on Master Declarant as a result of Master Declarant's acts or omissions after the transfer, and (v) any liability arising out of any Master Declarant Rights retained by the Master Declarant

ARTICLE XII GENERAL PROVISIONS

Section 1 Enforcement The Master Association or any Member or Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Master Declaration. Failure by the Master Association or by any Member or Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 Severability Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3 Amendment The covenants and restrictions of this Master Declaration shall run with and bind the land and shall be perpetual. This Master Declaration may be amended by an instrument signed by the Members holding not less than sixty-seven (67%) percent of the total Membership votes. Except as otherwise provided in this Master Declaration, any amendment must be recorded.

Section 4 Conflicts Among Documents In the event of any conflict among the provisions of MCIOA, this Master Declaration, the Master By-Laws or Rules, the documents shall control in the following order of priority:

- a MCIOA,
- b this Master Declaration,

- c the Master By-Laws, and
- d the Rules

Section 5 Interpretation As appropriate, each reference to a masculine pronoun shall include the feminine and neutral pronoun and each reference to a singular pronoun shall include the multiple pronoun and vice versa

Section 6 Condemnation

a In the event of the taking of any of the Master Common Elements by eminent domain or any action, proceeding or conveyance in lieu of eminent domain (hereinafter, "Condemnation"), the award or proceeds from settlement or conveyance shall be payable to the Master Association. If the Condemnation affects all or any portion of the Improvements, fixtures or landscaping located on the Master Common Elements, the Master Board must determine what actions, if any, are necessary, feasible and in the best interest of the Members and Owners to preserve the value and utility of the remaining Master Common Elements, what actions, if any, are necessary, feasible and in the best interest of the Members and Owners to replace Master Common Element improvements, fixtures or landscaping taken in the Condemnation either on portions of the Master Common Elements the Condemnation did not affect or on other portions of the Property or other property within in the vicinity of the Property which the Master Association may acquire. The Master Board may elect to use or a portion of awards or proceeds from a Condemnation to undertake activities described in the preceding sentence or other activities in response to such Condemnation as the Master Board deems appropriate or the Master Board may determine repairs to or replacement of Master Common Element improvements, fixtures or landscaping is not necessary, feasible or in the best interest of the Members and elect to use all or a portion of the award or proceeds from the Condemnation to offset future Master Common Expenses

b If all of a Unit or Lot is taken through condemnation, or if so much of a Unit or Lot is taken that the remaining property cannot reasonably be used for the purposes this Master Declaration contemplates, then the entire Unit or Lot shall be released from this Master Declaration and the Master Assessment and voting rights assigned to that Unit or Lot shall dissolve on the date the Unit or Lot is released from this Master Declaration. If part of a Unit or Lot is taken through condemnation, but the Unit or Lot can still be used for the purposes this Master Declaration contemplates, the Allocation and voting rights assigned to that Unit or Lot shall be recalculated pursuant to the formula described in Article III. Any proceeds of any condemnation with respect to a Unit or Lot shall belong and be paid to the Owner thereof and his mortgagee, as their interests may appear

Section 7 Dissolution The Master Association created by this Master Declaration may only be terminated with the assent given in writing and signed by Members holding no less than ninety-five percent (95%) of the membership votes of the Master Association and eighty

percent (80%) of the Eligible Mortgagees (each mortgagee having one vote for each Unit financed)

Section 8 No Right of First Refusal The right of an Owner to sell, transfer or otherwise convey his Unit or Lot or his interest in a Unit or Lot is not subject to any right of first refusal in favor of the Master Association or similar restrictions

Section 9 Management Agreements The term of any agreement for professional management of the Property may not exceed one (1) year. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party

- a with cause upon thirty (30) days prior written notice, and
- b without cause, upon sixty (60) days prior written notice

Section 10 Notice Requirements Upon written request to the Master Association, identifying the names and address of the holder, insurer or guarantor of a mortgage on a Unit or Lot, and the Unit or Lot number or address, the holder, insurer or guarantor shall be entitled to timely written notice of

- a a condemnation loss or any casualty loss which affects a material portion of the Unit or Lot securing the mortgage
- b a 60-day delinquency in payment of Master Assessments or charges owed by the Owner of a Unit or Lot on which it holds a mortgage
- c a lapse, cancellation or material modification of any insurance policy maintained by the Master Association
- d a proposed action which requires the consent of a specified percentage of Eligible Mortgagees

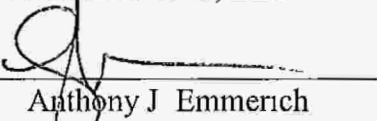
ARTICLE XIII PROPERTY DISCLOSURES

Section 1 Master Declarant hereby discloses that the soils located in the rear and side yards of the Units containing detached single family Dwellings have not been corrected to accommodate general building construction or pools and that additional effort may be required by the Owner to stabilize those soils before additional construction could occur

Section 2 Master Declarant hereby discloses that the Lake is a man-made lake and the Master Declarant makes no warranties or representations concerning the present or future quality of water or level of water in the Lake

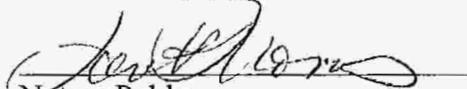
IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth in accordance with the requirements of MCIOA

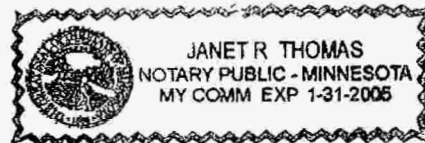
MAIN STREET 1000, LLC

By 
Anthony J. Emmerich
Its Chief Manager

STATE OF MINNESOTA)
)SS
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 21st day of August, 2003, by Anthony J. Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company


Notary Public



THIS INSTRUMENT WAS DRAFTED BY
GRIES & LENHARDT, P L L P
12725 - 43rd Street NE, Suite 201
St Michael, MN 55376
763/497-3099

REGISTERED ARCHITECTS, INC.
2115 NORTH 3RD AVENUE
ANOKA, MN 55303

ST3-04118

CONSENT AND JOINDER BY MORTGAGEE

Village Bank, a Minnesota Bank Corporation, (the "Mortgagee") is the Mortgagee of real property described on Exhibit "A" to The Lakes of Radisson Master Association Master Declaration, (the "Declaration") by a Mortgage recorded on the 2nd day of May, 2003, in the Office of the Anoka County Recorder, as Document No 1794907, (the "Mortgage") Mortgagee hereby consents to and joins in this Declaration, provided, that by consenting to and joining in this Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and other loan documents, and provided further that the Mortgage shall be and remain a lien on the above referenced property until released or satisfied

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 21st day of August, 2003


Village Bank

By L. J. Lind.
Its President

STATE OF MINNESOTA)
) s s
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 21st day of August, 2003, by Lawrence J. Schminski, the President of Village Bank, a Minnesota Bank Corporation, on behalf of said corporation




Notary Public

CONSENT

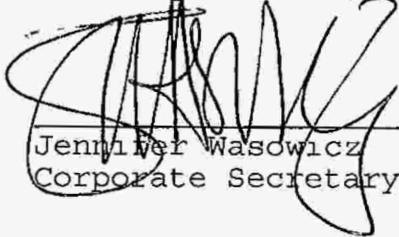
Hans Hagen Homes, Inc., as fee owner of Outlots D*, E, F** and G,
The Lakes of Radisson, hereby consents to the foregoing;

The Lakes of Radisson Master Association Master Declaration

*now known as The Lakes of Radisson
Second Addition

**now known as The Lakes of Radisson
Fourth Addition

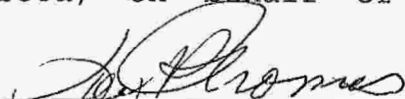
Hans Hagen Homes, Inc.


Jennifer Wasowicz
Corporate Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 21st
day of August, 2003, by Jennifer
Wasowicz, the Corporate Secretary of Hans Hagen Homes, Inc, a
corporation under the laws of Minnesota, on behalf of the
corporation




Notary Public

Drafted by:
Registered Abstracters, Inc.
2115 Third Avenue North
Anoka, MN 55303

REGISTERED ABSTRACTERS, INC.
2115 NORTH 3RD AVENUE
ANOKA, MN 55303

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Block 1, Lots 1 - 18
Block 2, Lots 1 - 10
Block 3, Lots 1 - 11
Block 4, Lots 1 - 10
Block 5, Lots 1 - 5
Block 6, Lots 1 - 22
Block 7, Lots 1 - 17
Block 8, Lots 1 - 6
Block 9, Lots 1 - 12
Block 10, Lots 1 - 11
Block 11, Lots 1 - 4
Block 12, Lots 1 - 37
Block 13, Lots 1 - 17

Outlots A, B and C

All in The Lakes of Radisson Third Addition, Anoka County, Minnesota

and

Outlots B, C, E, G and J, The Lakes of Radisson, Anoka County, Minnesota

and

Block 1, Lots 1 - 61, The Lakes of Radisson Second Addition, Anoka County, Minnesota

and

Block 1, Lots 1 - 20
Block 2, Lots 1 - 18
Outlots A, B and C

All in the Lakes of Radisson Fourth Addition, Anoka County, Minnesota

EXHIBIT B

MASTER COMMON ELEMENTS

Outlots H and T, The Lakes of Radisson, Anoka County, Minnesota

EXHIBIT C

ADDITIONAL PROPERTY

The West Half of the Northwest Quarter of the Northwest Quarter, Section 10,
Township 31, Range 23, Anoka County, Minnesota, except the South 328 70 feet
thereof, and except the East 309 feet of the North 518 feet thereof

and

Outlots A, I, L, O, P, Q, U and V, The Lakes of Radisson, Anoka County, Minnesota

EXHIBIT D

SHORELINE - LEGAL DESCRIPTION

See Attached

EXHIBIT "D"

An easement for shore land management purposes over, under, and across that part of Lots 1 thru 18, Block 1, THE LAKES OF RADISSON THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, lying easterly of the following described line:

Commencing at the easterly corner of said Lot 18; thence North 62 degrees 53 minutes 11 seconds West, assumed bearing along the northerly line of said Lot 18, 20.00 feet to the point of beginning of the line to be described, thence South 27 degrees 06 minutes 49 seconds West, 81.22 feet, thence North 62 degrees 53 minutes 11 seconds West, 5.00 feet; thence South 27 degrees 06 minutes 49 seconds West, 53.87 feet; thence North 70 degrees 16 minutes 14 seconds West, 5.47 feet; thence South 07 degrees 38 minutes 46 seconds West, 158.53 feet, thence North 78 degrees 58 minutes 12 seconds East, 6.56 feet; thence South 16 degrees 14 minutes 07 seconds East, 113.33 feet; thence North 73 degrees 45 minutes 53 seconds East, 5.00 feet; thence South 16 degrees 14 minutes 07 seconds East, 176.09 feet; thence South 11 degrees 56 minutes 10 seconds East, 130.15 feet; thence South 02 degrees 36 minutes 09 seconds East, 64.87 feet, thence South 06 degrees 10 minutes 45 seconds West, 65.48 feet; thence South 05 degrees 18 minutes 22 seconds West, 128.80 feet; thence South 09 degrees 28 minutes 32 seconds West, 66.79 feet; thence South 13 degrees 46 minutes 08 seconds West, 87.78 feet to the southerly line of said Lot 1, and said line there terminating.

Said easement contains $\pm 27,371$ Square Feet (0.63 Acres)

An easement for shore land purposes over, under, and across the westerly and northwesterly 25.00 feet of Lots 1 thru 10, Block 2, THE LAKES OF RADISSON THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota. The sidelines are prolonged or shortened to terminate at the southwest line of said Lot 1, and the northeast line of said Lot 10. Said easement contains $\pm 16,650$ Square Feet (0.38 Acres).

An easement for shore land management purposes over, under, and across those parts of Lots 3 thru 21, Block 6, THE LAKES OF RADISSON THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows:

Beginning at the southwest corner of said Lot 3; thence North 88 degrees 01 minutes 40 seconds East, assumed bearing along the south line of said Lot 3, a distance of 145.71 feet; thence North 59 degrees 55 minutes 03 seconds East, 145.71 feet; thence North 37 degrees 16 minutes 10 seconds East, 99.12 feet; thence South 38 degrees 41 minutes 18 seconds East, 100.58 feet, thence South 11 degrees 50 minutes 54 seconds West, 279.95 feet, thence South 41 degrees 19 minutes 01 seconds East, 210.00 feet; thence North 85 degrees 33 minutes 11 seconds East, 210.00 feet; thence North 33 degrees 00 minutes 16 seconds East, 165.73 feet; thence North 01 degrees 06 minutes 21 seconds West, 230.89 feet; thence North 09 degrees 11 minutes 17 seconds West, 108.85 feet; thence North 18 degrees 23 minutes 59 seconds West, 108.85 feet, thence North 30 degrees 37 minutes 36 seconds West, 108.85 feet, thence North 39 degrees 50 minutes 18 seconds West, 108.85 feet; thence North 58 degrees 07 minutes 36 seconds West, 109.11 feet; thence South 33 degrees 02 minutes 12 seconds West, 25.03 feet; thence South 58 degrees 22 minutes 13 seconds East, 104.31 feet; thence South 39 degrees 50 minutes 18 seconds East, 104.15 feet; thence South 30 degrees 37 minutes 36 seconds East, 104.15 feet; thence South 18 degrees 23 minutes 59

seconds East, 104 15 feet; thence South 11 degrees 58 minutes 41 seconds East, 104.83 feet; thence South 01 degrees 06 minutes 21 seconds East, 224 06 feet, thence South 33 degrees 00 minutes 16 seconds West, 137.12 feet, thence South 85 degrees 33 minutes 11 seconds West, 192 79 feet; thence North 41 degrees 19 minutes 01 seconds West, 173.74 feet, thence North 11 degrees 50 minutes 54 seconds East, 298.16 feet; thence North 38 degrees 41 minutes 18 seconds West, 76 59 feet; thence North 64 degrees 39 minutes 36 seconds West, 68 71 feet; thence South 37 degrees 16 minutes 10 seconds West, 116 96 feet; thence South 59 degrees 55 minutes 03 seconds West, 133 20 feet, thence South 88 degrees 01 minutes 40 seconds West, 133 20 feet; thence South 12 degrees 04 minutes 59 seconds West, 25.77 feet to the point of beginning
Said easement contains $\pm 57,087$ Square Feet (1 31 Acres).

An easement for shore land management purposes over, under, and across the southeasterly 20 00 feet of Lots 1 thru 6, Block 8, THE LAKES OF RADISSON THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota Said easement contains $\pm 7,673$ Square Feet (0 18 Acres)

An easement for shore land management purposes over, under, and across the northwesterly 20 00 feet of Lot 16 and Lot 17, Block 7, THE LAKES OF RADISSON THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota. Said easement contains $\pm 2,931$ Square Feet (0 07 Acres)

An easement for shore land management purposes over, under, and across those parts of Lots 1 thru 12, Lots 15 thru 24, and Lots 27 thru 37, all in Block 12, THE LAKES OF RADISSON THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota described as follows:

Beginning at the most easterly corner of said Lot 1; thence North 70 degrees 41 minutes 13 seconds West, 25 03 feet; thence South 22 degrees 17 minutes 43 seconds West, 174.46 feet, thence South 40 degrees 20 minutes 59 seconds West, 43 21 feet; thence South 36 degrees 50 minutes 25 seconds West, 43.21 feet, thence South 54 degrees 53 minutes 42 seconds West, 48 62 feet; thence South 71 degrees 05 minutes 15 seconds West, 47 97 feet; thence South 67 degrees 17 minutes 23 seconds West, 38 47 feet, thence South 87 degrees 38 minutes 22 seconds West, 73.94 feet, thence North 64 degrees 53 minutes 32 seconds West, 134 72 feet, thence North 60 degrees 17 minutes 17 seconds West, 92 32 feet, thence North 51 degrees 26 minutes 59 seconds West, 93.60 feet, thence North 50 degrees 48 minutes 27 seconds West, 30 00 feet; thence South 39 degrees 12 minutes 38 seconds West, 25.00 feet, thence South 58 degrees 06 minutes 17 seconds West, 238 48 feet, thence South 69 degrees 57 minutes 12 seconds West, 79 62 feet; thence South 39 degrees 17 minutes 33 seconds East, 31.74 feet; thence South 48 degrees 03 minutes 05 seconds West, 20.85 feet; thence South 58 degrees 20 minutes 11 seconds East, 154.16 feet; thence South 63 degrees 53 minutes 00 seconds East, 179 23 feet, thence South 47 degrees 48 minutes 29 seconds East, 47 62 feet, thence South 18 degrees 29 minutes 54 seconds East, 112 39 feet, thence South 05 degrees 11 minutes 52 seconds West, 54 05 feet;

thence South 21 degrees 18 minutes 19 seconds West, 45.73 feet; thence South 36 degrees 29 minutes 31 seconds West, 69.79 feet; thence South 61 degrees 11 minutes 33 seconds West, 51.82 feet; thence South 76 degrees 34 minutes 04 seconds West, 61.60 feet; thence North 87 degrees 59 minutes 53 seconds West, 51.81 feet; thence North 74 degrees 54 minutes 54 seconds West, 85.95 feet, thence North 42 degrees 30 minutes 36 seconds West, 211.58 feet, thence South 20 degrees 32 minutes 18 seconds West, 10.03 feet, thence North 65 degrees 17 minutes 51 seconds West, 31.63 feet; thence South 06 degrees 10 minutes 14 seconds West, 67.00 feet, thence South 00 degrees 02 minutes 28 seconds West, 253.56 feet; thence South 25 degrees 12 minutes 52 seconds East, 128.79 feet, thence South 70 degrees 17 minutes 52 seconds East, 144.86 feet; thence South 88 degrees 50 minutes 51 seconds East, 85.00 feet; thence South 84 degrees 12 minutes 45 seconds East, 110.36 feet; thence South 64 degrees 55 minutes 36 seconds East, 108.08 feet, thence North 31 degrees 17 minutes 40 seconds East, 25.01 feet; thence North 60 degrees 11 minutes 59 seconds West, 117.05 feet; thence North 88 degrees 50 minutes 51 seconds West, 203.64 feet, thence North 69 degrees 43 minutes 28 seconds West, 119.38 feet, thence North 25 degrees 12 minutes 52 seconds West, 116.83 feet; thence North 00 degrees 02 minutes 28 seconds East, 246.84 feet; thence North 06 degrees 20 minutes 19 seconds East, 53.75 feet, thence South 39 degrees 26 minutes 36 seconds East, 222.08 feet, thence South 65 degrees 38 minutes 58 seconds East, 90.36 feet; thence South 87 degrees 59 minutes 53 seconds East, 99.46 feet, thence North 61 degrees 08 minutes 00 seconds East, 104.07 feet; thence North 36 degrees 22 minutes 22 seconds East, 102.63 feet; thence North 06 degrees 14 minutes 16 seconds East, 102.58 feet, thence North 18 degrees 29 minutes 54 seconds West, 100.96 feet; thence North 47 degrees 48 minutes 29 seconds West, 84.39 feet, thence North 63 degrees 47 minutes 19 seconds West, 180.52 feet, thence North 58 degrees 20 minutes 11 seconds West, 149.73 feet, thence North 69 degrees 32 minutes 21 seconds East, 75.03 feet, thence North 58 degrees 06 minutes 17 seconds East, 243.77 feet; thence South 51 degrees 26 minutes 59 seconds East, 96.26 feet; thence South 60 degrees 17 minutes 07 seconds East, 210.86 feet, thence North 87 degrees 38 minutes 22 seconds East, 158.28 feet, thence North 54 degrees 53 minutes 42 seconds East, 158.28 feet, thence North 22 degrees 17 minutes 43 seconds East, to the point of beginning.

Said easement contains \pm 91,917 Square Feet (2.12 Acres)

ABSTRACT

Receipt #	115069/62-	<input type="checkbox"/> Incorrect/No Reference #
Date/Time	8/21/14:00	<input checked="" type="checkbox"/> Non-standard Document
Document Order	2 of 4	<input type="checkbox"/> Certified Copy/
PINs	ME	
Recordability	ME	
Filing Fees	\$ 30	<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees	\$ 32	<input type="checkbox"/> Transfer
Well Cert Fees	\$	<input type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form		<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment		<input checked="" type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description		<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description		<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible		<input checked="" type="checkbox"/> No Change

DOCUMENT NO. 1839776.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE

FOR RECORD ON AUG 21 2003

AT 2:00 PM AND WAS DULY RECORDED

FEES AND TAXES IN THE AMOUNT OF \$62.00 PAID

RECEIPT NO 2003115069

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY MLE

DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

34

TORRENS

Receipt #	2003115191/29-	<input type="checkbox"/> Tax Lien/Release
Date/Time	8/21/03, 14:00	<input type="checkbox"/> Transfer
Doc Order	2 of 2	<input type="checkbox"/> Division
Recordability	OK	<input type="checkbox"/> Status
Filing Fees	\$ 20	<input type="checkbox"/> New legal Description
Well Cert Rec'd		<input type="checkbox"/> GAC
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<input type="checkbox"/> Non-standard Document		<input type="checkbox"/> No Change
<input type="checkbox"/> From Certificate	986008	
BK	266	# New Certificates
	Page/Cert	

DOCUMENT NO 442055.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE

FOR RECORD ON AUG 21 2003

AT 2:00 PM AND WAS DULY RECORDED

FEES AND TAXES IN THE AMOUNT OF \$20.00 PAID

RECEIPT NO 2003115191

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY GKE

DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

FILE IN TORRENS

442055.0 TORRENS
REGISTERED ABSTRACTERS
2115 3RD AVE N
ANOKA, MN 55303

THE LAKES OF RADISSON MASTER ASSOCIATION
MASTER DECLARATION
FIRST AMENDMENT

1840443

THIS FIRST AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 22nd day of August, 2003, by Main Street 1000, LLC, a Minnesota limited liability company

WHEREAS, Main Street 1000, LLC, a Minnesota limited liability company (the "Declarant"), filed for record on August 21, 2003, with the County Recorded in and for Anoka County, Minnesota, as Document No _____, The Lakes of Radisson Master Association Master Declaration, (the "Master Declaration")

WHEREAS, Declarant holds at least 67 percent of the votes in the association, and Declarant has agreed to amend the Master Declaration pursuant to Minnesota Statute §515B.2-118 and §515B 2-121, as set forth herein

NOW THEREFORE, the Declarant hereby declares that the Master Declaration shall be amended as follows


1 The legal description contained on Exhibit A, attached hereto, shall be added to Exhibit D of the Master Declaration

2 Definitions Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires

3 All other Terms, Covenants, and Conditions Unchanged All other terms, covenants, and conditions set forth in the Master Declaration and By-Laws shall be and remain unmodified hereby

Main Street 1000, LLC

By



Anthony J. Emmerich

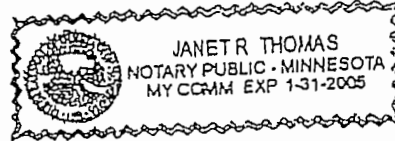
Its Chief Manager

Registered Abstracters
ST3-04308

STATE OF MINNESOTA)
)SS
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 22nd day of August, 2003, by Anthony J Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company


Notary Public



THIS INSTRUMENT WAS DRAFTED BY
GRIES & LENHARDT, P L L P
12725 - 43rd Street NE, Suite 201
St Michael, MN 55376
763/497-3099

EXHIBIT "A"

An easement for shore land management purposes over, under, and across those parts of Lots 1 thru 23, Block 2, THE LAKES OF RADISSON FIFTH ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, lying southwesterly, southerly, and northeasterly of the following described line.

Commencing at the southwest corner of said Lot 23, thence North 30 degrees 30 minutes 47 seconds East, assumed bearing along the northwest line of said Lot 23, a distance of 15.01 feet to the point of beginning of the line to be described, thence South 68 degrees 32 minutes 13 seconds East, 53.67 feet, thence South 57 degrees 47 minutes 54 seconds East, 53.02 feet, thence South 30 degrees 30 minutes 47 seconds West, 5.00 feet, thence South 57 degrees 47 minutes 16 seconds East, 53.02 feet, thence South 63 degrees 12 minutes 34 seconds East, 53.11 feet, thence South 57 degrees 47 minutes 53 seconds East, 56.48 feet, thence South 47 degrees 58 minutes 51 seconds East, 58.64 feet, thence South 68 degrees 47 minutes 16 seconds East, 57.14 feet, thence South 73 degrees 51 minutes 24 seconds East, 57.26 feet, thence South 68 degrees 49 minutes 08 seconds East, 56.63 feet; thence South 63 degrees 48 minutes 05 seconds East, 57.07 feet; thence South 74 degrees 11 minutes 20 seconds East, 58.78 feet, thence South 79 degrees 33 minutes 56 seconds East, 53.36 feet, thence South 74 degrees 11 minutes 25 seconds East, 53.00 feet; thence South 68 degrees 47 minutes 17 seconds East, 53.24 feet, thence South 74 degrees 18 minutes 06 seconds East, 58.64 feet, thence South 84 degrees 30 minutes 02 seconds East, 80.14 feet; thence North 74 degrees 24 minutes 22 seconds East, 79.48 feet, thence North 67 degrees 28 minutes 51 seconds East, 77.60 feet, thence North 53 degrees 19 minutes 15 seconds East, 77.60 feet, thence North 39 degrees 11 minutes 02 seconds East, 77.61 feet, thence North 25 degrees 43 minutes 27 seconds East, 77.74 feet, thence North 13 degrees 46 minutes 08 seconds East, 151.96 feet to the northerly line of said Lot 1 and said line there terminating.

Said easement contains $\pm 30,619$ Square Feet (0.70 Acres).

ABSTRACT

Receipt # <u>2003 115689/301</u>	<input type="checkbox"/> Incorrect/No Reference #
Date/Time <u>8/22/03 12</u>	<input type="checkbox"/> Non-standard Document
Document Order <u>2</u> of <u>1</u>	<input type="checkbox"/> Certified Copy/
PINs <u>SE</u>	<i>Does Not Refer to Torrens legal</i>
Recordability <u>SE</u>	
Filing Fees \$ <u>30</u>	<input type="checkbox"/> Tax Lien/Release
Copy/Additional Pg Fees \$	<input type="checkbox"/> Transfer
Well Cert Fees \$	<input type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form	<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment	<input type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description	<input type="checkbox"/> GAC
<input type="checkbox"/> Non-existent Legal Description	<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible	<input type="checkbox"/> No Change

DOCUMENT NO 1840449.0 ABSTRACT
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON AUG 22 2003
AT 12:00 PM AND WAS DULY RECORDED
FEES AND TAXES IN THE AMOUNT OF \$30 00 PAID
2003115689

RECEIPT NO

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
GKE

BY

DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

1940963

471930

THE LAKES OF RADISSON

SECOND AMENDMENT TO MASTER DECLARATION

THIS SECOND AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 15th day of July 2004, by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant")

WHEREAS, the Master Declarant filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration")

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration

WHEREAS, the Master Declarant, Under Article XI of the Master Declaration, reserved an option to add additional real estate to The Lakes of Radisson pursuant to the terms therein, said additional real estate being legally described as stated on Exhibit A, attached hereto, and

WHEREAS, the Master Declarant desires to subject a portion of the real property described on Exhibit A, attached hereto, which has been platted as described in Exhibit B, attached hereto, (hereinafter, Property) to the terms of the Master Declaration and otherwise add the Property to The Lakes of Radisson.

NOW THEREFORE, the Master Declarant hereby declares that the Property is and hereafter shall be subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Master Declaration and the By-Laws of the Lakes of Radisson (the "Master By-Laws"). This Second Amendment is made upon the following further terms and conditions

- 1) Definitions Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.
- 2) Master Common Elements Master Common Elements to be formed out of the Property are legally described on Exhibit C, attached hereto
- 3) Reallocation of Master Common Element Interests, Votes in the Master

- 3) Reallocation of Master Common Element Interests, Votes in the Master Association, and Mater Common Expense Liabilities in Compliance with the Master Declaration. The Votes in the Master Association and Master Common Expenses shall be reallocated as provided in Articles II and III of the Master Declaration Master Common Elements may be used in common by all Owners
- 4) All other Terms, Covenants, and Conditions Applicable to the Property All of the terms, covenants, and conditions set forth in the Master Declaration and Master By-Laws shall apply to the Property and shall otherwise be and remain unmodified hereby.

Main Street 1000, LLC

By:

Anthony J. Emmerich

Its Chief Manager

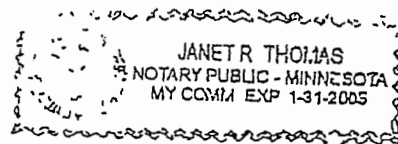
STATE OF MINNESOTA)

)SS

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 15 day of July, 2004, by Anthony J Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company.

Janet R. Thomas
Notary Public



THIS INSTRUMENT WAS DRAFTED BY
GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street NE, Suite 201
St. Michael, MN 55376
763/497-3099

REGISTERED ABSTRACTERS, INC.
2115 Third Ave. N.
Anoka, MN 55303

STB-0418

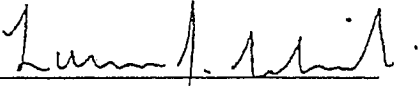
CONSENT AND JOINDER BY MORTGAGEE

Village Bank, a Minnesota Bank Corporation, (the "Mortgagee") is the Mortgagee of real property described on Exhibit "B" to The Lakes of Radisson Second Amendment to Master Declaration, (the "Amendment") by a Mortgage recorded on the 2nd day of May, 2003, in the Office of the Anoka County Recorder, as Document No. 1794907, (the "Mortgage"). Mortgagee hereby consents to and joins in this Amendment; provided, that by consenting to and joining in this Amendment, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Declarant as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and other loan documents, and provided further that the Mortgage shall be and remain a lien on the above referenced property until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 15 day of July, 2004.

VILLAGE BANK

By



Lawrence J. Schminski

Its President

STATE OF MINNESOTA)

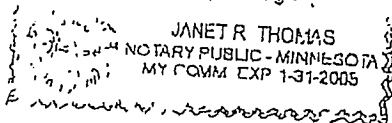
) s.s.

COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 15 day of July, 2004, by Lawrence J. Schminski, the President of Village Bank, a Minnesota Bank Corporation, on behalf of said corporation



Notary Public



THE LAKES OF RADISSON

EXHIBIT A TO SECOND AMENDMENT TO MASTER DECLARATION

Additional Property That May Be Added

The West Half of the Northwest Quarter of the Northwest Quarter, Section 10, Township 31, Range 23, Anoka County, Minnesota, except the South 328 70 feet thereof, and except the East 309 feet of the North 518 feet thereof

and

Outlots A, I, L, O, P, Q, U and V, The Lakes of Radisson, Anoka County, Minnesota

THE LAKES OF RADISSON

EXHIBIT B TO SECOND AMENDMENT TO MASTER DECLARATION

Property Added Pursuant to this Amendment

Outlots A and B

Lots 1 - 20, Block 1

Lots 1 - 23, Block 2

Lots 1 - 12, Block 3

Lots 1 - 7, Block 4

Lots 1 - 7, 8A - 13A, 8B - 13B and 14 - 25, Block 5

All in the Lakes of Radisson Eleventh Addition, Anoka County, Minnesota

and

Outlots A, B, C, D, E, F, I, J, K, L and M

Lots 1 - 24, Block 1

Lots 1 - 29, Block 2

Lots 1 - 6, Block 3

Lots 1 and 2, Block 4

Lots 1 - 7, Block 5

Lots 1 - 8, 9A and 9B, Block 6

Lots 1 - 18, Block 7

Lots 1 - 5, 6A - 9A, 6B - 9B and 10 - 15, Block 8

Lots 1 - 8, Block 9

All in the Lakes of Radisson Twelfth Addition, Anoka County, Minnesota

and

Outlots A, B, C, D, E and F

Lots 1, 2A, 2B and 3 - 19, Block 1

Lots 1 - 13, Block 2

Lots 1A, 1B and 2 - 9, Block 3

All in the Lakes of Radisson Thirteenth Addition, Anoka County Minnesota

THE LAKES OF RADISSON

EXHIBIT C TO SECOND AMENDMENT TO MASTER DECLARATION

Master Common Elements Formed Out of the
Property Added Pursuant to this Amendment

Outlots A, F, K and L

All in the Lakes of Radisson Twelfth Addition, Anoka County, Minnesota

and

Outlots A and B

Both in the Lakes of Radisson Thirteenth Addition, Anoka County, Minnesota

TORRENS

Receipt #	4093078/295	<input type="checkbox"/> Tax Lien/Release
Date/Time	7/16/04, 13:40	<input type="checkbox"/> Transfer
Doc Order	1 of 2	<input type="checkbox"/> Division
Recordability	Jap	<input type="checkbox"/> Status
Filing Fees	\$29.50	<input type="checkbox"/> New legal Description
Well Cert Rec'd		<input type="checkbox"/> GAC
		<input type="checkbox"/> Deferred Specials
		<input checked="" type="checkbox"/> No Change
<input type="checkbox"/> Certified Copy/		
<input checked="" type="checkbox"/> Non-standard Document		
<input type="checkbox"/> From Certificate		
BK	266	Page/Cert
		102017

DOCUMENT NO

471930 0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON

AT JUL 16 2004

AND WAS DULY RECORDED

FEES AND TAXES IN THE AMOUNT OF

\$29.50

PAID

2004093078

RECEIPT NO

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

TAP

BY

DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

ABSTRACT

Receipt #	4093081/295	<input type="checkbox"/> Incorrect/No Reference #
Date/Time	7/16/04 13:40	<input checked="" type="checkbox"/> Non standard Document
Document Order	1 of 6	<input type="checkbox"/> Certified Copy/
PINs	Jap	
Recordability	Jap	
Filing Fees	\$29.50	
Copy/Additional Pg Fees	\$	<input type="checkbox"/> Tax Lien/Release
Well Cert Fees	\$	<input type="checkbox"/> Transfer
		<input type="checkbox"/> Division
<input type="checkbox"/> Incomplete Form		<input type="checkbox"/> Status
<input type="checkbox"/> Missing Attachment		<input type="checkbox"/> New legal Description
<input type="checkbox"/> No Legal Description		<input type="checkbox"/> GAC
<input type="checkbox"/> Non existent Legal Description		<input type="checkbox"/> Deferred Specials
<input type="checkbox"/> Part(s) Illegible		<input checked="" type="checkbox"/> No Change

DOCUMENT NO

1940963 0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON

AT JUL 16 2004

AND WAS DULY RECORDED

FEES AND TAXES IN THE AMOUNT OF

\$29 50

PAID

2004093081

RECEIPT NO

MAUREEN J DEVINE

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

TAP

BY

DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

1973994.001



Record ID 1533598

THE LAKES OF RADISSON

THIRD AMENDMENT TO MASTER DECLARATION

THIS THIRD AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 28 day of March, 2005, by Main Street 1000, LLC, a Minnesota limited liability company,

WHEREAS, the Master Declarant filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration").

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449 and Registrar of Titles in and for Anoka County, Minnesota as Document No. N/A, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration.

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association.

WHEREAS, the Master Declarant, Under Article XI of the Master Declaration, reserved an option to add additional real estate to The Lakes of Radisson pursuant to the terms therein, a portion of said additional real estate being legally described as stated on Exhibit A, attached hereto; and

WHEREAS, the Master Declarant desires to subject the real property described on Exhibit A, attached hereto, which has been platted as described in Exhibit B, attached hereto, (hereinafter, Property) to the terms of the Master Declaration and otherwise add the Property to The Lakes of Radisson.

NOW THEREFORE, the Master Declarant hereby declares that the Property is and hereafter shall be subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Master Declaration and the By-Laws of the Lakes of Radisson (the "Master By-Laws"). This Third Amendment is made upon the following further terms and conditions:

- 1) Definitions. Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.
- 2) Master Common Elements. Master Common Elements to be formed out of the Property are legally described on Exhibit C, attached hereto. There are no Master Limited Common Elements formed out of the Property.
- 3) Reallocation of Master Common Element Interests, Votes in the Master Association, and Master Common Expense Liabilities in Compliance with the Master Declaration. The Votes in the Master Association and Master Common Expenses shall be reallocated as provided in Articles II and III of the Master Declaration. Master Common Elements may be used in common by all Owners.
- 4) All other Terms, Covenants, and Conditions Applicable to the Property. All of the terms, covenants, and conditions set forth in the Master Declaration and Master By-Laws shall apply to the Property and shall otherwise be and remain unmodified hereby.

Main Street 1000, LLC

By: _____

Anthony J. Emmerich

Its: Chief Manager

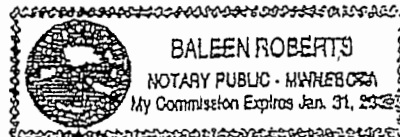
STATE OF MINNESOTA)

)SS.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 16th day of March, 2005, by Anthony J. Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company.

Baleen Roberts
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street NE, Suite 201
St. Michael, MN 55376
763/497-3099

THE LAKES OF RADISSON

EXHIBIT A TO THIRD AMENDMENT TO MASTER DECLARATION

Underlying Legal Description of Additional Property
Added Pursuant to this Amendment

Outlot I, The Lakes of Radisson, Anoka County, Minnesota

THE LAKES OF RADISSON . .

EXHIBIT B TO THIRD AMENDMENT TO MASTER DECLARATION

New Legal Description of Property Added Pursuant to this Amendment

Lots 1 - 15, Block 1;

Lots 1 - 17, Block 2;

Lots 1 - 13, Block 3;

Lots 1 - 13, Block 4;

Outlots A and B

All in The Lakes of Radisson Sixteenth Addition, Anoka County, Minnesota

THE LAKES OF RADISSON

EXHIBIT C TO THIRD AMENDMENT TO MASTER DECLARATION

Master Common Elements Formed Out of the
Property Added Pursuant to this Amendment

None

CONSENT AND SUBORDINATION AGREEMENT

This Consent and Subordination Agreement is made this 28th day of March, 2005 by the undersigned, Hans Hagen Homes, Inc., a Minnesota corporation.

RECITALS

A. Hans Hagen Homes, Inc., a Minnesota corporation, holds the fee title to the property legally described on Exhibit A, attached hereto (hereinafter, the "Property").

C. Main Street 1000, LLC, a Minnesota limited liability company, intends to subject the Property to the terms of The Lakes of Radisson Master Declaration, filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, as amended (the "Master Declaration") and otherwise add the Property to The Lakes of Radisson.

CONSENT AND SUBORDINATION

The undersigned consents to the addition of the Property to the Master Association. The undersigned acknowledges that its interest in the Property will be subject to The Lakes of Radisson Master Association and the Master Declaration. The undersigned also agrees that its interest in the Property will be subordinate to the covenants, conditions and restrictions in the Master Declaration. Main Street 1000, LLC, named above, as the Master Declarant, has full right to add the Property to the Master Association.

Hans Hagen Homes, Inc.


By: 

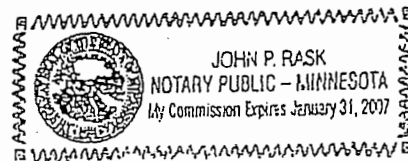
Daniel A. Mosow

Its: Corporate Secretary

STATE OF MINNESOTA)
)SS.
COUNTY OF *Anoka*)

The foregoing instrument was acknowledged before me this 23rd day of March, 2005, by Daniel A. Mosow, the Corporate Secretary of Hans Hagen Homes, Inc., a Minnesota corporation.


Notary Public



THIS INSTRUMENT DRAFTED BY:

GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street N.E.
Suite 201
St. Michael, MN 55376
Telephone: (763) 497-3099

REGISTERED ABSTRACTERS, INC.
2115 3rd AVENUE NORTH
ANOKA, MN 55303


STJ-09092


EXHIBIT A

Lots 1 - 15, Block 1;

Lots 1 - 17, Block 2;

Lots 1 - 13, Block 3;

Lots 1 - 13, Block 4;

Outlots A and B

All in The Lakes of Radisson Sixteenth Addition, Anoka County, Minnesota

ANOKA COUNTY MINNESOTA

Document No.: 1973994.001 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 03/29/2005 4:27:00 PM

Fees/Taxes In the Amount of: \$29.50

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MLE. Deputy

Record ID: 1533598

file in abstract only



THE LAKES OF RADISSON

1974442.001

FOURTH AMENDMENT TO MASTER DECLARATION

THIS FOURTH AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 15 day of April, 2005, by The Lakes of Radisson Master Association, a Minnesota non-profit corporation (the "Master Association").

WHEREAS, Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant") filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration").

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449 and Registrar of Titles in and for Anoka County, Minnesota as Document No. N/A, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration.

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association.

WHEREAS, the Master Declarant filed for record on March 29, 2005, with the Anoka County Recorder as Document No. 1973994 and Registrar of Titles in and for Anoka County, Minnesota as Document No. N/A, a Third Amendment to Declaration, adding Additional Property to the Master Association.

WHEREAS, Members of the Master Association holding at least 67 percent of the membership votes in the Master Association, and the Master Declarant, have agreed to amend the Master Declaration pursuant to Minnesota Statute §515B.2-121 and Article VII, Section 3 of the Master Declaration, as set forth herein.

NOW THEREFORE, the Master Association hereby declares that the Master Declaration shall be amended as follows:

1. The legal description contained on Exhibit A, attached hereto, shall be added to Exhibit C of the Master Declaration.

2. Definitions. Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.

3. All other Terms, Covenants, and Conditions Unchanged. All other terms, covenants, and conditions set forth in the Master Declaration and By-Laws shall be and remain unmodified hereby.

The Lakes of Radisson Master Association

By: _____

Anthony J. Emmerich

Its: President

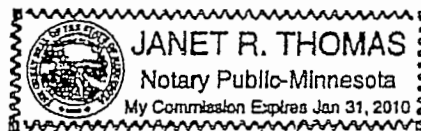
STATE OF MINNESOTA)

)SS.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 15 day of April, 2005, by Anthony J. Emmerich, the President of The Lakes of Radisson Master Association, a Minnesota non-profit corporation, on behalf of the association.

Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street NE, Suite 201
St. Michael, MN 55376
763/497-3099

REGISTERED ABSTRACTERS, INC.
2115 3rd AVENUE NORTH
ANOKA, MN 55303

[Signature]

THE LAKES OF RADISSON

FOURTH AMENDMENT TO MASTER DECLARATION

EXHIBIT A

ADDITIONAL PROPERTY

The North 518.00 feet of the East 309.00 feet of the West Half of the Northwest Quarter of the Northwest Quarter of Section 10, Township 31, Range 23, and except Parcel 25, ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 46, according to the recorded plat thereof, Anoka County, Minnesota.

22 0003

STATE OF MINNESOTA)

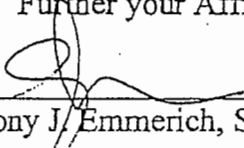
)SS.

COUNTY OF ANOKA)

SECRETARY'S AFFIDAVIT

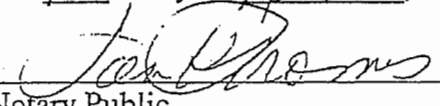
Anthony J. Emmerich, upon being duly sworn on oath, does depose and state as follows:

1. That I am the Secretary of The Lakes of Radisson Master Association, a Minnesota non-profit corporation (the "Master Association").
2. That a Special Meeting of the Members of the Master Association was called by the President for the purpose of approving the Fourth Amendment to Declaration, amending The Lakes of Radisson Master Declaration.
3. Notice of said Special Meeting of the Members, stating the date, time, place and agenda of the meeting was properly given by the Secretary of the Association to all Members by U.S. Mail on March 23, 2005.
4. A Special Meeting of the Members was held on March 30, 2005 at 1875 Station Parkway, Andover, Minnesota .
5. A quorum being present, the meeting was called to order, and the Amendment to Declaration was approved by at least 67% of the membership votes, and was approved by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant").
6. Further your Affiant sayeth naught.

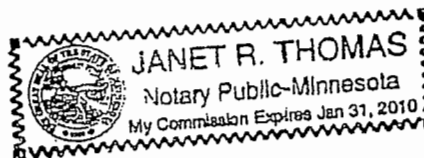


Anthony J. Emmerich, Secretary

Subscribed and sworn to before me
this 15 th day of April, 2005.



Notary Public





1974442.002

THE LAKES OF RADISSON

FIFTH AMENDMENT TO MASTER DECLARATION

THIS FIFTH AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 15 day of April, 2005, by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant").

WHEREAS, Master Declarant filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration").

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449 and Registrar of Titles in and for Anoka County, Minnesota as Document No. N/A, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration.

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association.

WHEREAS, the Master Declarant filed for record on March 29, 2005, with the Anoka County Recorder as Document No. 1973994 and Registrar of Titles in and for Anoka County, Minnesota as Document No. N/A, a Third Amendment to Declaration, adding Additional Property to the Master Association.

WHEREAS, the Master Association filed for record on _____, 2005, with the Anoka County Recorder as Document No. 1974442.001 and Registrar of Titles in and for Anoka County, Minnesota as Document No. _____, a Fourth Amendment to Declaration, adding real property to Exhibit C of the Master Association.

WHEREAS, the Master Declarant, Under Article XI of the Master Declaration, reserved an option to add additional real estate to The Lakes of Radisson pursuant to the terms therein, a portion of said additional real estate being legally described as stated on Exhibit A, attached hereto (hereinafter, the "Property"); and

WHEREAS, the Master Declarant desires to subject the Property to the terms of the Master Declaration and otherwise add the Property to The Lakes of Radisson.

NOW THEREFORE, the Master Declarant hereby declares that the Property is and hereafter shall be subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Master Declaration and the By-Laws of the Lakes of Radisson (the "Master By-Laws"). This Fifth Amendment is made upon the following further terms and conditions:

- 1) Definitions. Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.
- 2) Master Common Elements. It has not been determined whether any of the Property will constitute a Master Common Elements. Any Master Common Elements created out of the Property shall be designated as such in subsequent plats of the Property.
- 3) Reallocation of Master Common Element Interests, Votes in the Master Association, and Master Common Expense Liabilities in Compliance with the Master Declaration. The Votes in the Master Association and Master Common Expenses shall be reallocated as provided in Articles II and III of the Master Declaration upon the recording of subsequent plats of the Property that create Units and/or Lots, as defined in the Master Declaration.
- 4) All other Terms, Covenants, and Conditions Applicable to the Property. All of the terms, covenants, and conditions set forth in the Master Declaration and Master By-Laws shall apply to the Property and shall otherwise be and remain unmodified hereby.

Main Street 1000, LLC

By:

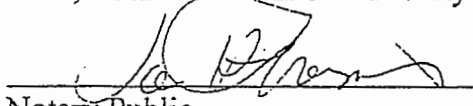


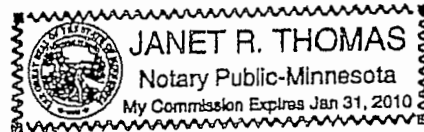
Anthony J. Emmerich

Its: Chief Manager

STATE OF MINNESOTA)
)SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 15th day of April, 2005, by Anthony J. Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street NE, Suite 201
St. Michael, MN 55376
763/497-3099

REGISTERED ABSTRACTERS, INC.
2115 3rd AVENUE NORTH
ANOKA, MN 55303

JK

THE LAKES OF RADISSON . .

EXHIBIT A TO FIFTH AMENDMENT TO MASTER DECLARATION

Additional Property Added Pursuant to this Amendment

The North 518.00 feet of the East 309.00 feet of the West Half of the Northwest Quarter of the Northwest Quarter of Section 10, Township 31, Range 23, and except Parcel 25, ANOKA COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 46, according to the recorded plat thereof, Anoka County, Minnesota.



Record ID 1676969

487243.001

**ABSTRACT/TORRENS
DOCUMENT**

**ABSTRACT/TORRENS
DOCUMENT**

1983710.001



Record ID 1676979

THE LAKES OF RADISSON MASTER ASSOCIATION

SIXTH AMENDMENT TO MASTER DECLARATION

THIS SIXTH AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 10th day of April, 2006, by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant").

WHEREAS, Master Declarant filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration"); and

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration; and

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Declarant filed for record on March 29, 2005, with the Anoka County Recorder as Document No. 1973994, a Third Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Association filed for record on April 15th, 2005, with the Anoka County Recorder as Document No. 1974442.001, a Fourth Amendment to Declaration, adding real property to Exhibit C of the Master Association; and

WHEREAS, the Master Association filed for record on April 15th, 2005, with the Anoka County Recorder, as Document No. 1974442.002, a Fifth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Declarant, Under Article XI of the Master Declaration, reserved an option to add additional real estate to The Lakes of Radisson pursuant to the terms therein, a portion of said additional real estate being legally described as stated on Exhibit A, attached hereto (hereinafter, the "Property"); and

WHEREAS, the Master Declarant desires to subject the Property to the terms of the Master Declaration and otherwise add the Property to The Lakes of Radisson.

NOW THEREFORE, the Master Declarant hereby declares that the Property is and hereafter shall be subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Master Declaration and the By-Laws of the Lakes of Radisson (the "Master By-Laws"). This Sixth Amendment to Master Declaration is made upon the following further terms and conditions:

1. Definitions. All Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.
2. Master Common Elements. It has not been determined whether any of the Property will constitute Master Common Elements. Any Master Common Elements created out of the Property shall be designated as such in subsequent plats of the Property.
3. Votes in the Master Association, and Mater Common Expense Liabilities in Compliance with the Master Declaration. The Votes in the Master Association and Master Common Expenses shall be reallocated as provided in Articles II and III of the Master Declaration upon the recording of one or more Sub-Association Declarations covering the Property or as otherwise provided in the Master Declaration.
4. All other Terms, Covenants, and Conditions Applicable to the Property. All of the terms, covenants, and conditions set forth in the Master Declaration and Master By-Laws shall apply to the Property and shall otherwise be and remain unmodified hereby.

IN WITNESS WHEREOF, the undersigned has executed this instrument the

day and year first set forth in accordance with the requirements of MCIOA.

Main Street 1000, LLC

By: _____

Anthony J. Emmerich

Its: Chief Manager

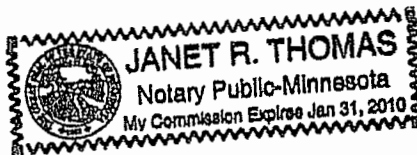
STATE OF MINNESOTA)

)SS.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 10th day of April, 2006, by Anthony J. Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company.

Janet R. Thomas
Notary Public



CONSENT AND SUBORDINATION

Blaine Land Corporation, a Minnesota corporation ("BLC"), is the fee owner of real property legally described on Exhibit "A", attached hereto (the "Property"). BLC consents to the recording of this Sixth Amendment to Master Declaration, and acknowledges that its interest in the Property will thereby be subject to The Lakes of Radisson Master Association and The Lakes of Radisson Master Declaration, as amended (the "Master Declaration"). The undersigned also agrees that its interest in the Property will be subordinate to the covenants, conditions and restrictions in the Master Declaration. Provided, that by consenting to this Declaration, BLC does not in any manner constitute itself or obligate itself as a Master Declarant as defined in the Master Declaration.

IN WITNESS WHEREOF, BLC has caused this Consent and Subordination to be executed on the 4th day of April, 2006.

BLAINE LAND CORPORATION

By: [Signature]

Its: President

STATE OF MINNESOTA)

) s.s.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 4th day of April, 2006, by Greg Peterson, the President of Blaine Land Corporation, a Minnesota corporation, on behalf of said corporation.

[Signature]
Notary Public



CONSENT AND JOINDER BY MORTGAGEE

Builders Mortgage Company LLC, a Minnesota limited liability company, (the "Mortgagee") is the Mortgagee of real property including that real property legally described on Exhibit A, attached hereto (the "Property"), by a Mortgage recorded on the 29th day of April, 2005, with the County Recorder in and for ~~Hennepin~~ Anoka County, Minnesota, as Document No. 1974811, and with the Registrar of Titles in and for Hennepin County, Minnesota, as Document No. 482714 (the "Mortgage"). Mortgagee hereby consents to and joins in the foregoing The Lakes of Radisson Master Association Sixth Amendment to Master Declaration (the "Amendment"), to be recorded against the Property; provided, that by consenting to and joining in this Amendment, the Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and other loan documents, and provided further that the Mortgage shall be and remain a lien on the above referenced property until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 10th day of April, 2006.

BUILDERS MORTGAGE COMPANY LLC

By: Gerald Workinger

Its: Vice President

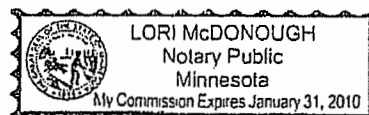
STATE OF MINNESOTA)

) s.s.

COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 10th day of April, 2006, by Gerald Workinger, the Vice President of Builders Mortgage Company LLC, a Minnesota limited liability company, on behalf of said company.

Lori McDonough
Notary Public



THIS INSTRUMENT DRAFTED BY:
GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street NE, Suite 201
St. Michael, MN 55376
(763) 497-3099

REGISTERED ABSTRACTERS, INC.
2115 3rd AVENUE NORTH
ANOKA, MN 55303

TOP-04020

THE LAKES OF RADISSON MASTER ASSOCIATION
EXHIBIT "A" TO SIXTH AMENDMENT TO MASTER DECLARATION

Property

Outlot F, The Lakes of Radisson Twenty-Fourth Addition, Anoka County,
Minnesota;

and

That part of Outlots A and G, The Lakes of Radisson Twenty-Fourth
Addition, Anoka County, Minnesota, lying within The West Half of the
Northwest Quarter of the Northwest Quarter, Section 10, Township 31,
Range 23, Anoka County, Minnesota, except the South 328.70 feet thereof,
and except the East 309 feet of the North 518 feet thereof.



487251.001

THE LAKES OF RADISSON MASTER ASSOCIATION

SEVENTH AMENDMENT TO MASTER DECLARATION

THIS SEVENTH AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 18th day of April, 2006, by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant").

WHEREAS, Master Declarant filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration"); and

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration; and

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Declarant filed for record on March 29, 2005, with the Anoka County Recorder as Document No. 1973994, a Third Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Association filed for record on April 15, 2005, with the Anoka County Recorder as Document No. 1974442.001, a Fourth Amendment to Declaration, adding real property to Exhibit C of the Master Association; and

WHEREAS, the Master Association filed for record on April 15, 2005, with the Anoka County Recorder, as Document No. 1974442.002, a Fifth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Association filed for record on April 18, 2006, with the Anoka County Recorder, as Document No. 1983710.001 and with the Registrar of Titles as Document No. 487243.001, a Sixth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Declarant, Under Article XI of the Master Declaration, reserved an option to add additional real estate to The Lakes of Radisson pursuant to the terms therein, a portion of said additional real estate being legally described as stated on Exhibit A, attached hereto (hereinafter, the "Property"); and

WHEREAS, the Master Declarant desires to subject the Property to the terms of the Master Declaration and otherwise add the Property to The Lakes of Radisson.

NOW THEREFORE, the Master Declarant hereby declares that the Property is and hereafter shall be subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Master Declaration and the By-Laws of the Lakes of Radisson (the "Master By-Laws"). This Seventh Amendment to Master Declaration is made upon the following further terms and conditions:

1. Definitions. All Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.
2. Master Common Elements. There will be no Master Common Elements formed out of the Property.
3. Votes in the Master Association and Mater Common Expense Liabilities in Compliance with the Master Declaration. The Votes in the Master Association and Master Common Expenses shall be reallocated as provided in Articles II and III of the Master Declaration upon the recording of one or more Sub-Association Declarations covering the Property or as otherwise provided in the Master Declaration.
4. All other Terms, Covenants, and Conditions Applicable to the Property. All of the terms, covenants, and conditions set forth in the Master Declaration and Master By-Laws shall apply to the Property and shall otherwise be and remain unmodified hereby.

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

Main Street 1000, LLC

By: _____

Anthony J. Emmerich

Its: Chief Manager

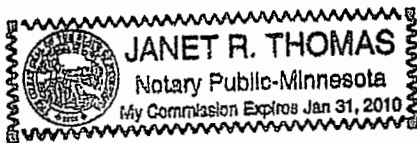
STATE OF MINNESOTA)

)SS.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 18th day of April, 2006, by Anthony J. Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company.

Janet R. Thomas
Notary Public



CONSENT AND JOINDER BY MORTGAGEE

Village Bank, a Minnesota bank corporation, (the "Mortgagee") is the Mortgagee of real property including that real property legally described on Exhibit A, attached hereto (the "Property"), by a Mortgage recorded on the 2nd day of May, 2003, as Document No. 429664, in the Office of the Registrar of Titles in and for Anoka County, Minnesota and by a Mortgage recorded November 9, 2004, as Document No. 480472.001, in the Office of the Registrar of Titles in and for Anoka County, Minnesota (collectively, the "Mortgages"). Mortgagee hereby consents to and joins in the foregoing The Lakes of Radisson Master Association Seventh Amendment to Master Declaration (the "Amendment"), to be recorded against the Property; provided, that by consenting to and joining in this Amendment, the Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and other loan documents, and provided further that the Mortgage shall be and remain a lien on the above referenced property until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 18th day of April, 2006.

VILLAGE BANK

By: [Signature]

Its: SENIOR VICE PRESIDENT

STATE OF MINNESOTA)

) s.s.

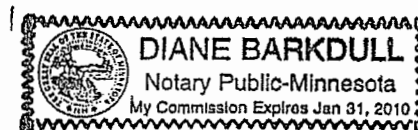
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 18th day of April, 2006, by Patrick Cullen, the Sr. Vice President of Village Bank, a Minnesota bank corporation, on behalf of said corporation.

[Signature: Diane Barkdull]
Notary Public

THIS INSTRUMENT DRAFTED BY:
GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street NE, Suite 201
St. Michael, MN 55376
REGISTERED ABSTRACTERS, INC.
2115 3rd AVENUE NORTH
ANOKA, MN 55303

T06-04020



THE LAKES OF RADISSON MASTER ASSOCIATION

EXHIBIT "A" TO SEVENTH AMENDMENT TO MASTER

DECLARATION

Property

Lots 1 through 5, Block 1, The Lakes of Radisson Thirtieth Addition, Anoka County, Minnesota.



Record ID 1707124

1986036.005

THE LAKES OF RADISSON

5

EIGHTH AMENDMENT TO MASTER DECLARATION

THIS EIGHTH AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 17th day of July, 2006, by The Lakes of Radisson Master Association, a Minnesota non-profit corporation (the "Master Association").

WHEREAS, Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant") filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration").

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration; and

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Declarant filed for record on March 29, 2005, with the Anoka County Recorder as Document No. 1973994.001, a Third Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Association filed for record on April 15, 2005, with the Anoka County Recorder as Document No. 1974442.001, a Fourth Amendment to Declaration, adding real property to Exhibit C of the Master Association; and

WHEREAS, the Master Association filed for record on April 15, 2005, with the Anoka County Recorder, as Document No. 1974442.002, a Fifth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Association filed for record on April 18, 2006, with the Anoka County Recorder, as Document No. 1983710.001 and the Registrar of Titles in and for Anoka County as Document No. 487243.001, a Sixth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Association filed for record on April 18, 2006, with the Registrar of Titles in and for Anoka County, as Document No. 487251.001, a Seventh Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, Members of the Master Association holding at least 67 percent of the membership votes in the Master Association, and the Master Declarant, have agreed to amend the Master Declaration pursuant to Minnesota Statute §515B.2-121 and Article VII, Section 3 of the Master Declaration, as set forth herein.

NOW THEREFORE, the Master Association hereby declares that the Master Declaration shall be amended as follows:

1. The legal description contained on Exhibit A, attached hereto, shall be added to Exhibit C of the Master Declaration.

2 Definitions. Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.

3. All other Terms, Covenants, and Conditions Unchanged. All other terms, covenants, and conditions set forth in the Master Declaration and By-Laws shall be and remain unmodified hereby.

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

MASTER ASSOCIATION:

The Lakes of Radisson Master Association

By:

Anthony J. Emmerich

Its: President

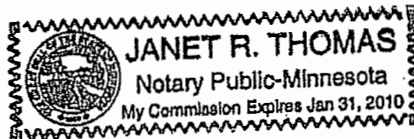
STATE OF MINNESOTA)

)SS.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 17th day of June 2006, by Anthony J. Emmerich, the President of The Lakes of Radisson Master Association, a Minnesota non-profit corporation, on behalf of the association.

~~Notary Public~~



MASTER DECLARANT:

Main Street 1000, LLC

By: _____

Anthony J. Emmerich

Its: Chief Manager

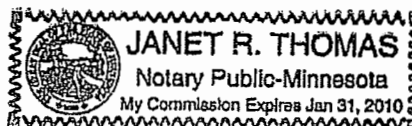
STATE OF MINNESOTA)

)SS.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 17th day of July, 2006, by Anthony J. Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
GRIES & LENHARDT, P.L.L.P.
12725 - 43rd Street NE, Suite 201
St. Michael, MN 55376
763/497-3099

REGISTERED ABSTRACTERS, INC.
2115 3rd AVENUE NORTH
ANOKA, MN 55303

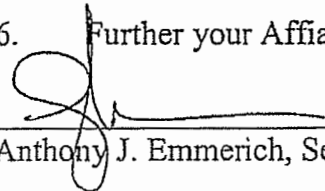
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STATE OF MINNESOTA)
)SS.
COUNTY OF ANOKA)

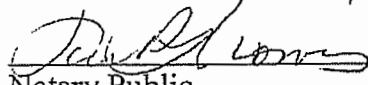
SECRETARY'S AFFIDAVIT

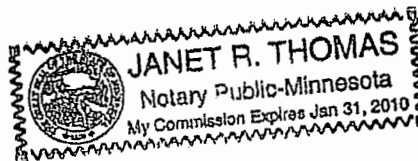
Anthony J. Emmerich, upon being duly sworn on oath, does depose and state as follows:

1. That I am the Secretary of The Lakes of Radisson Master Association, a Minnesota non-profit corporation (the "Master Association").
2. That a Special Meeting of the Members of the Master Association was called by the President for the purpose of approving the Eighth Amendment to Declaration, amending The Lakes of Radisson Master Declaration.
3. Notice of said Special Meeting of the Members, stating the date, time, place and agenda of the meeting was properly given by the Secretary of the Association to all Members by U.S. Mail on January 3, 2006.
4. A Special Meeting of the Members was held on January 9, 2006 at 1875 Station Parkway, Andover, Minnesota .
5. A quorum being present, the meeting was called to order, and the Amendment to Declaration was approved by at least 67% of the membership votes, and was approved by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant").
6. Further your Affiant sayeth naught.


Anthony J. Emmerich, Secretary

Subscribed and sworn to before me
this 17th day of July, 2006.


Notary Public



THE LAKES OF RADISSON

EIGHTH AMENDMENT TO MASTER DECLARATION

EXHIBIT A

ADDITIONAL PROPERTY

Lots 2 and 3, Block 1,
Lots 1, 2 and 3, Block 2,
The Lakes of Radisson Thirty-Second Addition

ANOKA COUNTY MINNESOTA

Document No.: 1986036.005 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 07/17/2006 3:07:00 PM

Fees/Taxes In the Amount of: \$46.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

KHJ. Deputy

Record ID: 1707124



Record ID 1708445

1986079.005

THE LAKES OF RADISSON MASTER ASSOCIATION

NINTH AMENDMENT TO MASTER DECLARATION

THIS NINTH AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 18th day of July, 2006, by Main Street 1000, LLC, a Minnesota limited liability company (the "Master Declarant").

WHEREAS, Master Declarant filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration"); and

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration; and

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Declarant filed for record on March 29, 2005, with the Anoka County Recorder as Document No. 1973994.001, a Third Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Association filed for record on April 15, 2005, with the Anoka County Recorder as Document No. 1974442.001, a Fourth Amendment to Declaration, adding real property to Exhibit C of the Master Association; and

A

WHEREAS, the Master Association filed for record on April 15, 2005, with the Anoka County Recorder, as Document No. 1974442.002, a Fifth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Association filed for record on April 18, 2006, with the Anoka County Recorder, as Document No. 1983710.001 and Registrar of Titles in and for Anoka County as Document No. 487243.001, a Sixth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Association filed for record on April 18, 2006, with the Registrar of Titles in and for Anoka County, as Document No. 487251.001, a Seventh Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Association filed for record on July 17 2006, with the Anoka County Recorder as Document No. 1986036.005, an Eighth Amendment to Declaration, adding real property to Exhibit C of the Master Association; and

WHEREAS, the Master Declarant, Under Article XI of the Master Declaration, reserved an option to add additional real estate to The Lakes of Radisson pursuant to the terms therein, a portion of said additional real estate being legally described as stated on Exhibit A, attached hereto (hereinafter, the "Property"); and

WHEREAS, the Master Declarant desires to subject the Property to the terms of the Master Declaration and otherwise add the Property to The Lakes of Radisson.


NOW THEREFORE, the Master Declarant hereby declares that the Property is and hereafter shall be subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Master Declaration and the By-Laws of the Lakes of Radisson (the "Master By-Laws"). This Ninth Amendment to Master Declaration is made upon the following further terms and conditions:

1. Definitions. All Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.
2. Master Common Elements. It has not been determined whether any of the Property will constitute Master Common Elements. Any Master Common Elements created out of the Property shall be designated as such in subsequent plats of the Property.

3. Votes in the Master Association, and Mater Common Expense Liabilities in Compliance with the Master Declaration. The Votes in the Master Association and Master Common Expenses shall be reallocated as provided in Articles II and III of the Master Declaration upon the subjection of the Property to one or more Sub-Association Declarations or as otherwise provided in the Master Declaration.
4. All other Terms, Covenants, and Conditions Applicable to the Property. All of the terms, covenants, and conditions set forth in the Master Declaration and Master By-Laws shall apply to the Property and shall otherwise be and remain unmodified hereby.


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

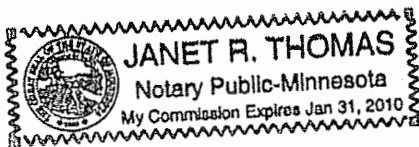
Main Street 1000, LLC

By: 
Anthony J. Emmerich
Its: Chief Manager

STATE OF MINNESOTA)
)SS.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by Anthony J. Emmerich, the Chief Manager of Main Street 1000, LLC, a Minnesota limited liability company, on behalf of the company.


Notary Public



Dropped By
Miss & Reinhardt
12725-43rd St.
St. Michael 55376

THE LAKES OF RADISSON MASTER ASSOCIATION
EXHIBIT "A" TO NINTH AMENDMENT TO MASTER DECLARATION

Property

Lots 2 and 3, Block 1;
Lots 1, 2 and 3, Block 2,
The Lakes of Radisson Thirty-Second Addition

ANOKA COUNTY MINNESOTA

Document No.: 1986079.005 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 07/18/2006 2:58:00 PM

Fees/Taxes In the Amount of: \$46.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1708445

THE LAKES OF RADISSON MASTER ASSOCIATION

TENTH AMENDMENT TO MASTER DECLARATION

THIS TENTH AMENDMENT TO MASTER DECLARATION is made in the County of Anoka, State of Minnesota, on this 28th day of October, 2014 by The Lakes of Radisson Master Association, a Minnesota non-profit corporation;

WHEREAS, Main Street 1000, LLC, a Minnesota limited liability company ("Master Declarant") filed for record on August 21, 2003, with the Anoka County Recorder as Document No. 1839776 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 442055, The Lakes of Radisson Master Declaration, (the "Master Declaration"); and

WHEREAS, the Master Declarant filed for record on August 22, 2003, with the Anoka County Recorder as Document No. 1840449, a First Amendment to Declaration, providing the legal description of the Shoreline Easement, as set forth in the Master Declaration; and

WHEREAS, the Master Declarant filed for record on July 16, 2004, with the Anoka County Recorder as Document No. 1940963 and Registrar of Titles in and for Anoka County, Minnesota as Document No. 471930, a Second Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Declarant filed for record on March 29, 2005, with the Anoka County Recorder as Document No. 1973994.001, a Third Amendment to Declaration, adding Additional Property to the Master Association; and

WHEREAS, the Master Association filed for record on April 15, 2005, with the Anoka County Recorder as Document No. 1974442.001, a Fourth Amendment to Declaration, adding real property to Exhibit C of the Master Association; and

WHEREAS, the Master Declarant filed for record on April 15, 2005, with the Anoka County Recorder, as Document No. 1974442.002, a Fifth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Declarant filed for record on April 18, 2006, with the Anoka County Recorder, as Document No. 1983710.001, and with the Registrar of Titles in and for Anoka County as Document No. 487243.001, a Sixth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Declarant filed for record on April 18, 2006, with the Registrar of Titles in and for Anoka County, as Document No. 487251.001, a Seventh Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, the Master Association filed for record on July 17, 2006, with the Anoka County Recorder as Document No. 1986036.005, an Eighth Amendment to Declaration, adding real property to Exhibit C of the Master Association;

WHEREAS, the Master Declarant filed for record on July 18, 2006, with the Anoka County Recorder, as Document No. 1986079.005 a Ninth Amendment to Declaration, adding Additional Property to the Master Association;

WHEREAS, Article XI, Section 1.c. of The Master Declaration provides as follows:

In addition to the Additional Property, other real estate may be annexed to the Property with the prior written approval of (i) the Master Board, and (ii) Master Declarant so long as Master Declarant still owns a portion of the Property or has the unexpired right to subject any Additional Property to this Master Declaration.

WHEREAS, The Master Declarant no longer owns a portion of the Property or has the unexpired right to subject any Additional Property to the Master Declaration. Therefore, the Master Declarant's approval is not required in order to subject additional real estate to the Master Declaration;

WHEREAS, the owner of certain real estate legally described on Exhibit A, attached hereto (the "Property") and the Master Board desire to subject the Property to the terms of the Master Declaration and otherwise add the Property to The Lakes of Radisson Master Association.

NOW THEREFORE, the Master Board hereby declares that the Property is and hereafter shall be subject to the terms, declarations, covenants, conditions, easements, charges

and liens set forth in the Master Declaration and the By-Laws of the Lakes of Radisson Master Association (the "Master By-Laws"). This Tenth Amendment to Master Declaration is made upon the following further terms and conditions:

1. Definitions. All Terms used herein shall have the same meanings as in the Master Declaration unless the context otherwise requires.
2. Master Common Elements. No Master Common Elements will be created out of the Property.
3. Votes in the Master Association, and Mater Common Expense Liabilities in Compliance with the Master Declaration. The Votes in the Master Association and Master Common Expenses shall be reallocated as provided in Articles II and III of the Master Declaration.
4. All other Terms, Covenants, and Conditions Applicable to the Property. All of the terms, covenants, and conditions set forth in the Master Declaration and Master By-Laws shall apply to the Property and shall otherwise be and remain unmodified hereby.

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

**THE LAKES OF RADISSON
MASTER ASSOCIATION**

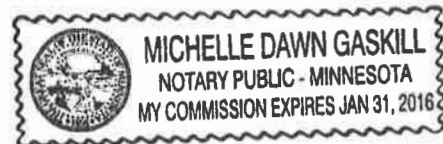
By: Harlan G Wells
Harlan Wells
Its: **President**

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 28th day of October, 2014, by Harlan Wells, as president of The Lakes of Radisson Master Association, a Minnesota non-profit corporation, on behalf of the association.

Michelle Dawn Gaskill
Notary Public

THIS INSTRUMENT DRAFTED BY:
Gries Lenhardt Michenfelder Allen, P.L.L.P.
12725 43rd Street NE, Suite 201
St. Michael, MN 55376
(763) 497-3099



THE LAKES OF RADISSON MASTER ASSOCIATION

EXHIBIT "A" TO

TENTH AMENDMENT TO MASTER DECLARATION

Property

Underlying Legal Description:

- *Property ID Numbers (PINs) are provided for identification purposes only, and are not considered part of the legal description*

PIN: 09-31-23-11-0018:

Lot 2, Block 1, The Lakes of Radisson Commercial Park, Anoka County, Minnesota

and

PIN: 09-31-23-11-0019:

That part of Lot 1, Block 1, The Lakes of Radisson Commercial Park, Anoka County, Minnesota, lying Southerly of the following described line: Commencing at the Northwest corner of said Lot 1; thence on an assumed bearing of South 01 degree 05 minutes 20 seconds West, along the West line of said Lot 1, a distance of 538.89 feet to the Southwesterly corner of said Lot 1, and to the point of beginning of the line to be described; thence South 89 degrees 38 minutes 54 seconds East, along the Southerly line of said Lot 1 and its Easterly extension, a distance of 653.77 feet to the Easterly line of said Lot 1 and said line there terminating.

Current Legal Description:

Part of Lots 1 through 25, Block 1, The Lakes of Radisson Fifty-Ninth Addition, Anoka County, Minnesota