

Common Interest Community No. 190

Condominium

DEEG POND CONDOMINIUM

Declaration

THIS DECLARATION is made as of this 3rd day of June, 1997, by Tilsen Homes, Inc., a Minnesota corporation, herein called "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS

Declarant is the owner of certain real estate located in Dakota County, Minnesota and described in Exhibit A, all of which real estate constitutes and is referred to herein as the "Real Estate".

Declarant wishes to establish the Real Estate as a condominium under the Act.

Declarant also wishes to reserve the right to add certain Additional Real Estate to the condominium at a later date.

NOW THEREFORE, Declarant declares that the Real Estate is and shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, their heirs, successors and assigns, and which shall inure to the benefit of each unit owner, and the heirs, successors and assigns of each unit owner. By doing so, Declarant is subjecting its entire fee interest in the Real Estate to this Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

Note to Readers

Many provisions of the Act (Chapter 515B) which governs this common interest community ("CIC"), and of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Chapter 317A under which the Association is formed, are not repeated in this Declaration. This Declaration should be read in conjunction with both statutes. For example, the procedure for termination of legal status is prescribed in Section 515B.2-119, the right of access of unit owners through the common elements is established by Section 515B.2-109(a), a declarant is included within the definition of "unit owner" under Section 515B.1-103(35), and declarants are not exempted from any of the rights or obligations

No Delinquent Taxes and Transfer Entered
This 11th Day of June, 1997
Thomas V. Newak
Dakota County Treasurer-Auditor *RS*

of unit owners (except when modified by an alternative assessment plan authorized under Section 515B.3-115).

1.00 DEFINITIONS

1.01 Words defined in the Act shall have the meaning ascribed to them in the Act. The following are supplemental definitions.

- a. "Association" shall mean Deeg Pond Condominium Association, Inc., a Minnesota nonprofit corporation.
- b. "Board of Directors" or "Board" shall mean the board of directors of the Association.
- c. "Member" shall mean any person or entity holding membership in the Association.

2.00 IDENTITY OF REAL ESTATE AND CIC

2.01 Identity. This Declaration establishes Common Interest Community No. 190, Dakota County, Minnesota, under the name Deeg Pond Condominium. It is a condominium (and not a planned community or cooperative), and is not subject to a master association. The real estate included within this CIC is legally described as follows:

Lots 3 and 12, Block 1, Deeg Pond, Dakota County, Minnesota, according to the recorded plat thereof.

3.00 CIC PLAT

3.01 The CIC Plat for this CIC is being recorded simultaneously with, and as a part of, this Declaration.

4.00 OWNERS ASSOCIATION

4.01 Deeg Pond Condominium Association, Inc. has been incorporated as a Minnesota nonprofit corporation under Minnesota Statutes, Chapter 317A to act as the association of unit owners required by section 515B.3-101 of the Act.

5.00 UNITS AND UNIT IDENTIFIERS

5.01 This CIC consists of eight (8) units. The unit identifier of each unit is shown on the CIC Plat.

6.00 BOUNDARIES

6.01 The unit boundaries of each unit shall be the walls, floors and ceilings of each unit, as described in further detail in Section 515B.2-102(b) of the Act.

7.00 USE OF UNITS

7.01 Residential Use. Units are restricted to residential use. The following activities in a unit shall not be considered a violation of this restriction:

- a. The maintenance by the Association or its manager of an office for purposes of management of this CIC.
- b. The use of a unit by an owner for home office or studio uses which are incidental to the principal residential use of the unit, which comply with applicable zoning, and which do not invite or generate regular or frequent visits by clients, customers, employees, coworkers or the public.

8.00 LIMITED COMMON ELEMENTS

8.01 Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the garage spaces and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat.

9.00 ALLOCATED INTERESTS

9.01 Common Elements and Common Expenses. Each of the units is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Declaration. However, certain expenses may be assessed on a different basis, or against one or fewer than all units, under the following circumstances:

- a. Any common expense associated with the maintenance, repair, or replacement of a limited common element undertaken by the Association may be assessed exclusively against the unit or units to which that limited common element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- b. Any common expense or portion thereof benefiting fewer than all of the units may be assessed exclusively against the units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- c. The costs of insurance may be assessed in proportion to value, risk or coverage, and the costs of utilities may be assessed in proportion to usage.
- d. Reasonable attorneys fees and other costs incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Declaration, bylaws, the Act, or the Rules and Regulations, against an Owner or occupant or their guests, may be assessed against the Owner's unit.

- e. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.
- f. Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the units existing at the time the judgment was entered, in proportion to their common expense liabilities.
- g. If any damage to the common elements or another unit is caused by the act or omission of any Owner or occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's unit to the extent not covered by insurance.
- h. If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice of the Owner, declare the entire amount of the assessment immediately due and payable in full.
- i. If common expense liabilities are reallocated for any purpose authorized by the Act, common expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.
- j. Assessments described in Subsections 9.01.a-h shall not be considered special assessments as described in Section 10.02.

9.02 Formula. The percentage allocation of interests specified in Exhibit B is calculated for each unit by dividing the area of the unit into the total area of all units.

9.03 Voting. Each unit is allocated one vote in the Association.

10.00 ASSESSMENTS

10.01 General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B.3-116 specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The following subsections 10.02 through 10.04 supplement those provisions.

10.02 Annual Assessments. Annual Assessments shall be established and levied by the Board. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the common elements and those parts of the units for which the Association is responsible.

- a. Until a common expense assessment is levied, Declarant shall pay all accrued expenses of the common interest community.
- b. After a common expense assessment is levied, the annual assessment may be subsequently increased by the Board.

10.03 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unforeseen or unbudgeted common expense, including without limitation the unexpected construction, reconstruction, repair or replacement of a capital improvement and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the voting power of members who are voting in person or by proxy at a meeting duly called for this purpose.

10.04 Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all units not later than 60 days after the conveyance of the first unit to an owner other than Declarant or an affiliate of Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

10.05 Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each unit for the following fiscal year and shall send written notice thereof to each owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each owner.

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

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

11.00 ALTERNATIVE ASSESSMENT PROGRAM

11.01 The Declarant hereby establishes an alternative assessment program of the type described in Section 515B.3-115(a)(1) of the Act. Specifically, the Declarant covenants to pay during the Guaranty Period (defined below), in lieu of all common expense assessments otherwise payable on unoccupied units owned by Declarant or an affiliate of Declarant during such period, the excess, if any, of (a) common expenses over (b) a monthly assessment of \$100.00 for each of the largest units

(and proportionately less for the smaller are units), multiplied by the respective number of such units then owned by owners other than Declarant or an affiliate of Declarant, subject to the following conditions:

- a. The Guaranty Period will commence at the time the first common expense assessment is levied, which shall be no later than 60 days after the first conveyance of a unit to an owner other than Declarant or an affiliate of Declarant. Prior to that time, Declarant will pay all accrued common expenses.
- b. The Guaranty Period will terminate on June 1, 1998, regardless of how long (or whether) it has been in effect. Since it is possible that no conveyance to an owner other than Declarant will have occurred by that time, it is possible that the Guaranty Period will not come into effect.
- c. The Declarant may not commence or recommence this alternative assessment program at any time other than at the time the first common expense assessment is levied.
- d. This alternative assessment program will have no effect on the level of services for items set forth in the Association's budget.
- e. This Declaration constitutes notice that the Guaranty Period will terminate on June 1, 1998, and no further notice of termination of the Guaranty Period will be given.
- f. This alternative assessment plan will have no effect on Declarant's obligation to fund the reserves disclosed in the Association's budget included in the disclosure statement or otherwise approved by the Association.

12.00 ENCROACHMENT EASEMENT

12.01 The existing physical boundaries of a unit, or of a unit reconstructed in substantial accordance with the description contained in the original Declaration, are its legal boundaries, regardless of vertical or lateral movement of the building or minor variances due to shifting or settling.

13.00 ASSOCIATION MAINTENANCE RESPONSIBILITY

13.01 Common Elements. The Association shall be responsible for the maintenance and repair of the common elements, including the private streets located on the common elements, and including limited common elements, the expense of all of which shall be allocated as described in the Act and this Declaration, except the perimeter windows. Perimeter windows, although part of the common elements and subject to the control and specifications of the Association, shall be cleaned, maintained, repaired and replaced by the owner of the unit in which each occurs, or at the option of the Board, by the Association at the expense of such owner. The Association shall have the exclusive right to manage, maintain and alter the common elements.

13.02 Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other

personnel as the Association shall determine to be necessary or desirable for the proper operation of the Real Estate, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Real Estate or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection and other common services to each unit.

13.03 Personal Property and Real Estate for Common Use. The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and real estate and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a unit, provided that an owner may delegate the right of enjoyment of such property to lawful occupants of such unit. A transfer of title to a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The transfer of title to a unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed unit.

13.04 Utilities. Water and sewer charges will be metered and billed directly to each unit by the City. Other utilities may be billed directly to each unit or allocated to units proportionate to actual or estimated use.

14.00 OWNERS' MAINTENANCE

14.01 Upkeep and Maintenance. Each owner shall be responsible for the upkeep and maintenance of such owner's unit, and to the extent not otherwise maintained by the Association, the assigned limited common elements, and each owner shall maintain the same free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other units. Every owner must perform promptly all cleaning, maintenance and repair work within his unit, which, if omitted, would affect another unit or units, being expressly responsible for the damages and liabilities that failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an owner to remove offending items, or to use a professional exterminator, and upon failure of the owner so to do, Association after reasonable notice may enter the unit with a professional exterminator or other appropriate contractor and take corrective action, charging the owner of such unit for the reasonable cost thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of a building, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the common elements, the other units, or their owners.

14.02 Heating of Units. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a unit which might result in damage to an adjoining unit, all owners shall maintain the temperature in their units, at all times, at least at 55 degrees Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the owner's reasonable control. Any damage resulting from the refusal or failure of an owner so to maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the owner's reasonable control) the cost thereof assessed against the unit of the refusing or failing owner. However, if the failure to maintain such minimum temperature is due to

causes beyond the owner's reasonable control, the cost of such repair shall be a common expense. The Association may by rule require units which are unoccupied for substantial periods of time during winter to use alarms which will detect abnormally low temperatures.

15.00 INSURANCE, CASUALTY AND EMINENT DOMAIN

15.01 Association's Policies. Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage on the common elements and units. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to common elements or units. The provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented, as follows:

- a. The Association shall carry workers compensation insurance whenever it has eligible employees.
- b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
- c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgages obligating the Association to keep specified coverages in effect for specified periods and to notify a holder, insurer or guarantor of any changes to coverage.

15.02 Owners' Individual Policies. Each owner should carry insurance for his or her own benefit insuring personal liability and carpeting, wallcovering, fixtures, furniture, furnishings, and other personal property, and fixtures and other real estate supplied or installed by this owner or a previous owner or tenant, except to the extent that the Association in its discretion provides blanket coverage for some or all such items, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner.

15.03 Betterments. In all events, betterments or improvements made subsequent to the original construction by any owner to the owner's unit shall be the responsibility of the owner to insure separately (or by rider to a blanket policy at the consent of the Association) if the owner desires the same insured. If a trustee or mortgagee undertakes the reconstruction or remodeling of a unit as above provided, the same need be restored only to substantially the same condition as the unit was as of the completion of original construction.

15.04 Eminent Domain. As in the case of physical damage or destruction, the Association shall represent all unit owners with respect to any condemnation involving all or any part of the CIC, including the condemnation proceedings, and any negotiations, settlements, or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the Association or an insurance trustee, for the benefit of owners and mortgage holders.

15.05 Deductibles. The Association may, in the case of a claim for damage to a unit, (i) pay the deductible amount as a common expense, (ii) assess the deductible amount against the units affected in any reasonable manner, or (iii) require the owners of the units affected to pay the deductible amount directly.

16.00 ARCHITECTURAL RESTRICTIONS

16.01 Association Control. The Association shall have the exclusive control of the common elements (including limited common elements) and no change shall be made to the common elements or to the exterior of any unit, including changes in appearance or color, except by the Association or with the authorization of the Association.

16.02 Windows. No films or coatings shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit, without the prior written consent of the Association. All window treatments in a unit which are visible from outside the unit shall be of a light neutral color. The Association may from time to time prescribe one or more specific materials and colors. All window treatments shall be constructed for use as draperies, curtains or blinds, and no sheets or untailed materials shall be used as window coverings at any time.

16.03 Awnings. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills, without the prior written consent of the Association.

16.04 Decks. No shades, awnings or other types of sun screen or privacy fence shall be installed or placed on a deck except of a type approved by the Association. No sash inserts, extra screens, solid or opaque panels, or other additions or changes to the original decks shall be permitted, except in the case of a uniform modification to the entire building as authorized by the Association.

16.05 Wiring or Penetrations. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of a building except as authorized by the Association.

16.06 Mechanical and Electrical Equipment. No additional air conditioning unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association.

16.07 Structures on the Common Elements. No building, fencing or other structures shall be erected or maintained on the common elements except structures for common use (including leasing or assignment to owners) authorized by the Association.

16.08 Antennae. Except with prior written approval of the Association, no exterior television, radio, satellite, or microwave antenna of any sort shall be erected or maintained upon the common elements or the exterior of a unit. However, any requirements with respect to satellite receiving

antennas one meter or less in diameter shall be reasonable, shall not impair or degrade reception and shall conform to the Federal Telecommunications Act of 1996.

17.00 RENTAL RESTRICTIONS

17.01 Any lease between an owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. A lease of a unit must be for an entire unit, not a portion thereof. All leases of units shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease of a unit may be for a period of less than thirty (30) days, nor provide for hotel type services. All leases shall be deemed to include, for the term of the lease, all of the owner's rights to use the recreational facilities and open spaces of the CIC, and no owner shall be permitted the use thereof unless in occupancy of a unit. Other than the foregoing, there shall be no restrictions on the right of any owner to lease a unit.

18.00 GENERAL RESTRICTIONS

18.01 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the Real Estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully occupying the Real Estate. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

18.02 No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out on any portion of a unit so as to be visible from outside the unit, nor shall a clothesline (including retractable clothesline) be installed or maintained on the common elements, on a deck or on the exterior of any unit.

18.03 Pets. No pets shall be permitted to be kept on the Real Estate by any owner or occupant except conventional domesticated animals. No kennel, dog house or outside run shall be constructed or maintained on the Real Estate, without the specific written approval of the Board, which may be withheld or withdrawn without a stated reason. No pet shall be kept for any commercial purpose nor shall pets be bred for a commercial purpose upon the Real Estate. Any cat or dog, whenever outside of a unit, must be kept under the direct control of the pet owner or another person able to control the pet. The person in charge of the pet must clean up after it. The Board may adopt more

specific rules and penalties not inconsistent with the foregoing. Upon the petition of 75% of the owners of units located within 75 feet of the unit in which resides a specified pet, the Board may order the removal of a particular dog for constant and uncontrolled barking, or of any particular animal for repeated instances of wandering unleashed or other repeated behavior reasonably offensive to others, provided that the owner of the unit harboring the animal shall first have 30 days' written notice in which to correct the offensive behavior.

18.04 Signs. No unit owner or occupant shall post any advertisements, posters or signs of any kind in or on the CIC, except signs advertising the unit "for sale" or "for rent", subject to reasonable regulation by the Board as to size, location and content, or except as otherwise authorized by the Board, nor shall signs, billboards, notices or other advertising matter of any kind be placed on the exterior of any unit, or in the interior of any unit so as to be visible from the outside of the unit.

18.05 Noises. Unit owners and occupants shall not make noises, play instruments or operate radios, televisions, or amplifiers in a way that may disturb other residents, or otherwise create disturbances to the peace and tranquility of the condominium. No nuisance shall be allowed on the CIC nor shall any use or practice be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the CIC by all unit owners.

18.06 Outside Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment (except seasonal furniture and one gas or charcoal grill per unit placed on the unit's limited common elements, if allowable by applicable ordinance), yard and gardening tools and equipment, and trash and garbage containers shall not be allowed.

18.07 Vehicle Storage. No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles", tractor/trailers or trucks in excess of 9,000 pounds' gross vehicle weight, or unlicensed or inoperable vehicles shall at any time be stored or parked on the common elements without the express written approval of the Board of Directors, which may be withheld without stated reason.

18.08 Repairs to Vehicles. Save for emergency repairs, no repairs or adjustments to motor vehicles may be carried out on the common elements.

18.09 Landscaping. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the common elements, including grass, trees, and flower beds.

18.10 Designated Areas for Vehicles. No motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or parking space. The Board may designate certain parking spaces as reserved for guest use.

18.11 No Obstructions. The sidewalks, walkways, entrances and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.

18.12 Flammable or Hazardous Materials. No stores of coal or any combustibles, flammable or hazardous goods, provisions or materials shall be kept on any part of the Real Estate except for

reasonable quantities and kinds of usual household materials and reasonable quantities of fireplace wood.

18.13 Non-Interference. No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements. No part of the common elements shall be used by the owners for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, tents, fences or other barriers or for the placing or disposal of rubbish, garbage or waste without the prior written consent of the Board of Directors.

18.14 Cable System Access. In the event the Board of Directors authorizes any sort of master, cable or community television or data system, each owner hereby authorizes access to his unit upon reasonable notice for the purpose of installing the conduits and fixtures necessary to serve such unit, without regard to whether the owner then elects to subscribe to or use such system.

18.15 Bicycles. Bicycles shall not be stored on decks or patios.

18.16 Access. Unit owners and occupants shall provide the Board or the manager of the property with all necessary keys, combinations and codes to allow access to the unit for maintenance, repair, replacement and emergency purposes, as authorized under Section 515B.3-107 of the Act.

18.17 Rules and Regulations. The Board of Directors may from time to time adopt, promulgate and publish other rules of conduct reasonably relating to the enjoyment of the CIC by owners and occupants, including rules for the use of any recreational facilities and amenities, provided that no such rules and regulations may have the effect of contradicting a provision of this Declaration or the bylaws.

18.18 No Additional Units. Neither the Declarant nor any other unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-112 of the Act.

18.19 No Time Shares. Time shares, as defined in the Act, are not permitted in this CIC.

19.00 FIRST MORTGAGEES

19.01 Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

19.02 Notice of Action. Any mortgagee and any insurer or guarantor of a first mortgage on a unit who has advised the Association in writing of its name and address and the address of the unit covered by such mortgage, and in said writing has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

- b. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, Bylaws, or Articles of Incorporation by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;
- c. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in Section 21.03 below.

19.03 Examination of Books and Records. First mortgagees and holders, insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.

19.04 Designation of Representative. Any holder of a first mortgage on a unit may designate a representative to attend meetings of members.

20.00 SPECIAL DECLARANT RIGHTS

20.01 Special Declarant Rights. Declarant hereby reserves the following rights (referred to in the Act as Special Declarant Rights) for its benefit:

- a. the right to complete improvements indicated on the CIC Plat;
- b. the right to create units by this Declaration;
- c. the right to maintain sales offices, management offices, signs advertising the common interest community, and models, provided that no more than one combined sales and management office may be maintained and no more than a total of six model units (at locations chosen by Declarant) will be maintained within the CIC at any one time (but Declarant may have units offered for sale in addition to the model units);
- d. the right to use easements through the common elements for the purpose of making improvements within the CIC;
- e. the right to appoint or remove any officer or director of the Association during the period of declarant control, which shall expire on the earliest of the following events:
 - 1. surrender of the right of control by the Declarant;
 - 2. 60 days after the conveyance of 75% of the units to owners other than Declarant; and
 - 3. five years from the first conveyance of a unit to an owner other than Declarant.

21.00 AMENDMENTS

21.01 Statutory Requirements. The Act specifies the requirements for amending the Declaration. In addition to those requirements:

21.02 Declarant's Joinder. In addition to the other requirements for amendment of this Declaration and the Bylaws contained herein, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or Bylaws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to maintain sales and management offices and models or to maintain signs and advertise the project, until the last conveyance of a unit to an owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

21.03 Mortgagee Approval. In addition to all other requirements set forth herein, and except when a higher percentage is required by law or this Declaration, amendments to this Declaration of a material nature must be agreed to by unit owners who represent at least 67% of the total allocated votes in the Association and by mortgage holders who have submitted a written request to the Association to be notified of any proposed action requiring consent of mortgage holders, who represent at least 51% of the votes ascribed to units that are subject to mortgages held by such mortgage holders. A change to any of the provisions governing the following matters would be considered material:

- a. voting rights;
- b. increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- c. reductions in reserves for maintenance, repair, and replacement of common elements;
- d. responsibility for maintenance and repairs;
- e. reallocation of interests in the general or limited common elements, or rights to their use;
- f. redefinition of any unit boundaries;
- g. convertibility of units into common elements or vice versa;
- h. expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i. hazard or fidelity insurance requirements;
- j. imposition of any restrictions on the leasing of units;
- k. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

- l. a decision by the Association to establish self management if professional management had been required previously by the holder of a first mortgage on a unit;
- m. restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or
- n. any provisions that expressly benefit mortgage holders, insurers, or guarantors.

22.00 WORKING CAPITAL FUND

22.01 Establishment. The Declarant shall establish an Association working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. At the time control of the Association is transferred to owners, the working capital fund shall be transferred to the Association for deposit in a segregated fund. The fund shall be initially established at an amount equal to two months' assessments on all units. The amount attributable to a particular unit will be collected and deposited in the fund at the time of closing of Declarant's sale of the unit, provided that when control of the project is transferred to owners, the amounts attributable to all units which have not then closed shall be collected. A contribution from each unit to the working capital fund is measured by two months' assessments, but amounts paid into the fund are not advance payments of regular assessments.

22.02 Declarant's Accounting. This working capital fund is the property of the Association, and is not to be confused with any earnest money agreed upon between the Declarant and buyers of units. The Declarant may not use the Association working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association. When unsold units are sold, however, the Declarant may reimburse itself from funds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

23.00 ADDITIONAL REAL ESTATE

23.01 Declarant's Rights to Add Additional Real Estate. Declarant hereby expressly reserves the right to add the Additional Real Estate to the Real Estate, by unilateral action under Section 515B.2-111 of the Act, subject to the following conditions:

- a. The right of Declarant to add the Additional Real Estate to the CIC shall terminate ten (10) years after the date of recording of this declaration or upon earlier express written withdrawal of such right by Declarant or a successor Declarant, unless extended by a vote of the owners pursuant to Section 515B.2-106(2) of the Act. There are no other limitations on Declarant's rights hereunder, except as may be imposed by law.
- b. The Additional Real Estate is described in Exhibit C. The Additional Real Estate may be added to the Real Estate in parcels consisting of one or more platted lots or outlots, or portions thereof.

- c. There are no assurances as to the times at which all or any part of the Additional Real Estate will be added to the Real Estate, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Declarant is under no obligation to add the Additional Real Estate to the Real Estate, and the Additional Real Estate may be developed by Declarant or its successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.
- d. The maximum number of units that may be created within the Additional Real Estate described in Exhibit C is 54. All units created on the Additional Real Estate shall be restricted exclusively to residential use.
- e. Any units, including Dwellings and other structures, created upon the Additional Real Estate, when and if added, shall be compatible with the other Dwellings, structures and units which are part of the Real Estate in terms of architectural style, quality of construction, principal materials employed in construction and size; subject (i) to any changes required by governmental authorities or lenders and (ii) to any interior and minor exterior changes made by Declarant to meet changes in the market.
- f. All covenants and restrictions contained in this declaration affecting the use, occupancy and alienation of units shall apply to all units created on the Additional Real Estate.
- g. The common expense liability, interest in the common elements and voting power in the CIC shall be reallocated effective upon the recording of the amendment adding each such parcel of Additional Real Estate. Common expense liability and interest in the common elements shall be reallocated according to the formula set forth in Section 9.02. Voting power shall be allocated equally, with each unit allocated one vote.
- h. All common improvements intended for a particular phase will be substantially completed prior to annexation of that phase.
- i. In the event Additional Real Estate is added to this CIC, the owners of units in all phases will share easement rights in the common elements of all phases to the same extent as owners in the Real Estate included within this original declaration share such easements in the original common elements.
- j. Any assurances made in subsections c through i above shall not apply to any Additional Real Estate which is not added to the Real Estate.

24.00 MISCELLANEOUS

24.01 Right to Cure. In the event that any owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the owner. If the Association so acts on behalf of an owner, the Association may levy an assessment against the owner's unit for the cost of the performance or correction.

24.02 Association Acts through Board. The power and authority of the Association as provided in the applicable Statutes, the Declaration, Bylaws, and Rules and Regulations shall be vested in a Board of Directors elected by the owners in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in this Declaration and the Bylaws to action, consent or discretion by the Association shall mean the Board of Directors acting for the Association, unless action by the vote of the owners, members or mortgagees is expressly required by the Declaration or Bylaws.

24.03 Notices. Any notice required to be sent to any member of the Association (or owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such member appearing on the records of the Association at the time of such mailing. In the case of multiple owners of a unit, notice to any one of such owners shall be deemed notice to all.

24.04 Captions. The headings in this Declaration are intended for convenience only and shall not be given any substantive effect.

24.05 Construction. In the event of an apparent conflict between this Declaration and the Bylaws, the provisions of this Declaration shall govern. The use of pronouns such as "his", "he" and "him" are for literary purposes and mean whenever applicable the plural and female forms.

24.06 Not Subject to Ordinance. This CIC is not a conversion condominium within the meaning of Minnesota Statutes Section 515B.1-106(c), and is therefore not subject to any ordinance of the type authorized or permitted by said statute.

24.07 Rights of Action. In addition to all other remedies and rights set forth in the act, the Association, and any one or more aggrieved unit owners, shall have the right of action against unit owners who fail to comply with the provisions of the Declaration and Bylaws or the decisions of the Association, and one or more unit owners shall also have such rights of action against the Association for any failure to comply with or enforce such provisions.

24.08 Declarant's Rights and Obligations. The Declarant shall enjoy the same rights and shall be deemed to have assumed the same duties with respect to its unsold units in the condominium as any other owner, except as modified or extended by the alternate assessment program and the special declarant rights described in this Declaration.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year recited on the first page hereof.

TILSEN HOMES, INC.

By:

Its: James C. Tilsen
Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 3rd day of June, 1997, by James Tilsen, Vice President of Tilsen Homes, Inc., a Minnesota corporation, on behalf of the corporation.

Max Leberman
Notary Public

THIS INSTRUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan
Professional Limited Liability Partnership
4000 First Bank Place
601 Second Avenue South
Minneapolis, MN 55402-4331
(612) 339-7121

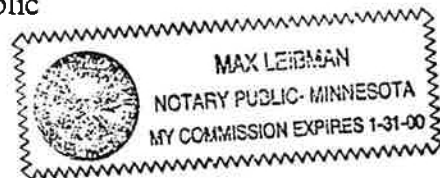


EXHIBIT A

Lots 3 and 12, Block 1, Deeg Pond, Dakota County, Minnesota, according to the recorded plat thereof, together with appurtenant easements of record.

EXHIBIT B

Allocation of interest in the common elements and of the common expenses.

| <u>Unit No.</u> | <u>Percentage</u> |
|-----------------|-------------------|
| 1 | 12.10% |
| 2 | 11.75% |
| 3 | 11.75% |
| 4 | 12.10% |
| 5 | 12.35% |
| 6 | 13.80% |
| 7 | 13.80% |
| 8 | <u>12.35%</u> |
| | 100% |

EXHIBIT C

Legal Description of Additional Real Estate

Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15, and Outlot B, Deeg Pond, Dakota County, Minnesota.

1504850

Common Interest Community No. 190

Condominium

DEEG POND CONDOMINIUM

FIRST AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 5th day of May, 1998 by Tilsen Homes, Inc., a Minnesota corporation ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997 Declarant executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes three (3) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service, showing that notice of this Amendment has been given to the unit owners, in compliance with Section 515B.2-111(b) of the Act;

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real

MA116239602321NWGD Document Amendment Declaration of 1998

RECEIVED

MAY 19 1998

No Delinquent Taxes and Transfer Entered
This 2nd Day of June 1998
Thomas D. Novak
Dakota County Treasurer-Auditor

estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates three (3) additional units thereon.

2. CIC PLAT

A First Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat or First Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

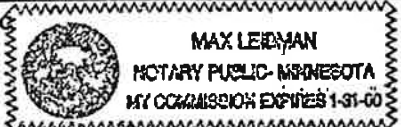
IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first set forth above.

TILSEN HOMES, INC.

By: [Signature]
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 5th day of May, 1998, by James Tilsen, the Vice President of Tilsen Homes, Inc., a Minnesota corporation, on behalf of the corporation.

Max Leberman
Notary Public
MAX LEBERMAN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1-31-00

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
4000 US Bank Place
601 Second Avenue South
Minneapolis, Minnesota 55402-4331

CONSENT OF FEE OWNER

FBN-BVL, LLP, a Minnesota limited liability partnership, as the owner of record of the Real Estate being added by the foregoing First Amendment to Declaration, as described in Exhibit A hereto attached, hereby consents to and joins in said First Amendment. This consent and joinder is solely for the purpose of subjecting and subordinating its interests in said Real Estate to said First Amendment to Declaration, and by doing so, the undersigned neither claims nor acquires the status, rights or obligations of a "Declarant".

IN WITNESS WHEREOF, the undersigned has executed this Consent of this 5th day of May, 1998.

FBN-BVL, LLP
By: [Signature]
Its: Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 5th day of May, 1998, by James Tilsen, a partner of FBN-BVL, LLP, a Minnesota Partnership, on behalf of the Partnership.



EXHIBIT A TO FIRST AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lot 2, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO FIRST AMENDMENT TO DECLARATION

**ALLOCATION OF INTEREST IN THE COMMON ELEMENTS
AND OF THE COMMON EXPENSES**

| <u>Unit No.</u> | <u>Percentage</u> |
|-----------------|-------------------|
| 1 | 8.18 |
| 2 | 8.00 |
| 3 | 8.00 |
| 4 | 8.18 |
| 5 | 8.18 |
| 6 | 8.94 |
| 7 | 8.94 |
| 8 | 8.18 |
| 9 | 10.43 |
| 10 | 12.54 |
| 11 | <u>10.43</u> |
| | 100% |

EXHIBIT C TO FIRST AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON OWNERS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

AFFIDAVIT

Karen F. Bates, being first duly sworn upon oath, deposes and says:

1. That she is an employee of Best & Flanagan, Professional Limited Liability Partnership, 4000 U.S. Bank Place, 601 Second Avenue South, Minneapolis, Minnesota 55402.

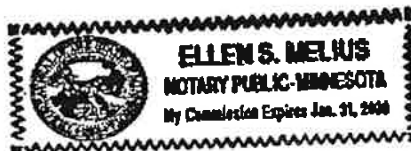
2. That on April 30, 1998, she placed a copy of the attached Notice of Intention to Add Additional Real Estate in each of several sealed envelopes first class postage prepaid and deposited the same in the U.S. Mails at Minneapolis, Minnesota, each addressed to one of the unit owners at their addresses as set forth on the attached list, all as specified by Minnesota Statutes Section 515B.2-111(b).

FURTHER YOUR AFFIANT SAITH NOT.

Karen F. Bates

Subscribed and sworn to before me
this 30th day of April, 1998.

Ellen S. Melius
Notary Public



**NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE**

TO: Unit Owner Entitled to Legal Notice

YOU WILL PLEASE TAKE NOTICE that Tilsen Homes, Inc., a Minnesota corporation, as Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the amendment to declaration adding said Additional Real Estate will be provided to you within five (5) business days of your request at no cost.

This notice is given pursuant to Section 515B.2-111(b) of the Act.

TILSEN HOMES, INC.

Dated: April 30, 1998

By: James Tilsen
Its: Vice President

Deeg Pond Homeowners

Brian M. and Laura L. DeLaura
1410 McAndrews Road East
Burnsville, MN 55337
Unit 7

Victoria Stovall
1420 Mcandrews Road East
Burnsville, MN 55337
Unit 3

Laurie B. Thorsheim
1412 McAndrews Road East
Burnsville, MN 55337
Unit 6

Harold W. and Doris D. Troutman
1414 McAndrews Road East
Burnsville, MN 55337
Unit 5

Jeron I. And Sandra A. Von Bank
1408 McAndrews Road East
Burnsville, MN 55337
Unit 8

James A. Tilsen
Robert S. Tilsen
627 South Snelling Avenue
St. Paul, MN 55116
Units 1,2,3,4 & 6

1504850

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

JUNE 3rd 4:30 PM 1998

DOC. NO. 1504850
JOEL T. BECKMAN, COUNTY RECORDER

BY: CA Deputy

FEE \$55 SURCHARGE \$4.50

CASH ☐ CHECK ☐ ESCROW ☒

WELL ☐ CHARGE ☐

CHARGE TO:

Dakota Cty Abstract

O/R

DO NOT REMOVE

FILE

DECLARATION - 25.00 + 4.50

FLOOR PLANS - \$30.00

\$55.00 + 4.50

Common Interest Community No. 190

Condominium

No Delinquent Taxes and Transfer Entered
 This 12th Day of February, 1999
 Donald D. Novak
 Dakota County Treasurer-Auditor

DEEG POND CONDOMINIUM

SECOND AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 8th day of February, 1999 by Tilsen Homes, Inc., a Minnesota corporation ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Declarant executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On June 3, 1998, Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes four (4) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service, showing that notice of this Amendment has been given to the unit owners, in compliance with Section 515B.2-111(b) of the Act;

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be

divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates four (4) additional units thereon.

2. CIC PLAT

A Second Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat or Second Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration and First Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units

created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

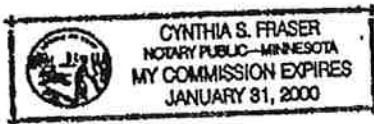
IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first set forth above.

TILSEN HOMES, INC.

By: *James Tilsen*
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Sakota)

The foregoing instrument was acknowledged before me this 8th ^{February} day of January, 1999, by James Tilsen, the Vice President of Tilsen Homes, Inc., a Minnesota corporation, on behalf of the corporation.



Cynthia S. Fraser
Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
4000 US Bank Place
601 Second Avenue South
Minneapolis, Minnesota 55402-4331

CONSENT OF FEE OWNER

FBN-BVL, LLP, a Minnesota limited liability partnership, as the owner of record of the Real Estate being added by the foregoing Second Amendment to Declaration, as described in Exhibit A hereto attached, hereby consents to and joins in said Second Amendment, and ratifies and consents to the Declaration and First Amendment. This consent and joinder is solely for the purpose of subjecting and subordinating its interests in said Real Estate to said Declaration, First Amendment and Second Amendment to Declaration, and by doing so, the undersigned neither claims nor acquires the status, rights or obligations of a "Declarant".

IN WITNESS WHEREOF, the undersigned has executed this Consent of this 8th day of ~~January~~ ^{February} 1999.

FBN-BVL, LLP

By: 
Its: Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 8th day of ~~January~~ ^{February} 1999, by James A. Tilson, the Partner of FBN-BVL, LLP, a Minnesota limited liability partnership, on behalf of the partnership.




Notary Public

EXHIBIT A TO SECOND AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lot 10, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO SECOND AMENDMENT TO DECLARATION

**ALLOCATION OF INTEREST IN THE COMMON ELEMENTS
AND OF THE COMMON EXPENSES**

| <u>Unit No.</u> | <u>Percentage</u> |
|-----------------|-------------------|
| 1 | 6.26 |
| 2 | 6.13 |
| 3 | 6.13 |
| 4 | 6.26 |
| 5 | 6.26 |
| 6 | 6.85 |
| 7 | 6.85 |
| 8 | 6.26 |
| 9 | 7.99 |
| 10 | 9.60 |
| 11 | 7.99 |
| 12 | 5.78 |
| 13 | 5.93 |
| 14 | 5.93 |
| 15 | 5.78 |
| | <u>100%</u> |

EXHIBIT C TO SECOND AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON OWNERS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

AFFIDAVIT

Joan L. Shea, being first duly sworn upon oath, deposes and says:

1. That she is an employee of Best & Flanagan, Professional Limited Liability Partnership, 4000 U.S. Bank Place, 601 Second Avenue South, Minneapolis, Minnesota 55402.

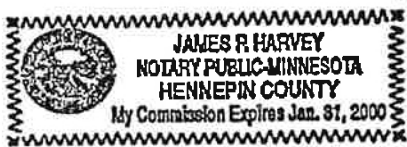
2. That on January 14, 1999, she placed a copy of the attached Notice of Intention to Add Additional Real Estate in each of several sealed envelopes first class postage prepaid and deposited the same in the U.S. Mails at Minneapolis, Minnesota, each addressed to one of the unit owners at their addresses as set forth on the attached list, all as specified by Minnesota Statutes Section 515B.2-111(b).

FURTHER YOUR AFFIANT SAITH NOT.

Joan L. Shea

Subscribed and sworn to before me
this 14th day of January, 1999.

James P. Harvey
Notary Public



Deeg Pond Homeowners

Donald L. and Kimberly A. White
1416 McAndrews Road East
Burnsville, MN 55337
Unit 1

Paul A. and Paula D. Bowen
1418 McAndrews Road East
Burnsville, MN 55337
Unit 2

Victoria Stovall
1420 McAndrews Road East
Burnsville, MN 55337
Unit 3

Mark M. Johnson
1422 McAndrews Road East
Burnsville, MN 55337
Unit 4

Harold W. and Doris D. Troutman
1414 McAndrews Road East
Burnsville, MN 55337
Unit 5

Laurie B. Thorsheim
1412 McAndrews Road East
Burnsville, MN 55337
Unit 6

Brian M. and Laura L. DeLaura
1410 McAndrews Road East
Burnsville, MN 55337
Unit 7

Jeron I. and Sandra A. Von Bank
1408 McAndrews Road East
Burnsville, MN 55337
Unit 8

Rowland A. and Shirley M. Hanson
1500 McAndrews Road East
Burnsville, MN 55337
Unit 9

Vernon A. and Sandra L. Peterson
1504 McAndrews Road East
Burnsville, MN 55337
Unit 11

James A. and Robert S. Tilsen
1235 East Balsam Trail
Eagan, MN 55123
Units 6, 12-15

Tilsen Homes, Inc.
1235 East Balsam Trail
Eagan, MN 55123
Unit 10

1578812

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

FEBRUARY 12th 4:30 PM 1999

DOC. NO. 1578812
JOEL T. BECKMAN, COUNTY RECORDER
BY [Signature] Deputy
FEE \$55 SURCHARGE \$4.50

CASH ☐ CHECK ☒ ESCROW ☐

WELL ☐ CHARGE ☐

CHARGE TO: _____

O/R _____

DO NOT REMOVE

DECLARATION - \$25.00 + 4.50
FLOOR PLANS - \$30.00
\$55.00 + 4.50

FILE

**CERTIFIED
COPY DELD**

Common Interest Community No. 190

Condominium

DEEG POND CONDOMINIUM

THIRD AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 29th day of ^{February} January, 2000 by McKin Developers, LLC, a Minnesota limited liability company ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

Declarant herein is the successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S. 515B.3-104.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes seven (7) additional units, as described herein.

No Delinquent Taxes and Transfer Entered
This 7th Day of March 2000
Carol Leonard
Dakota County Treasurer-Auditor

CURRENT 2000 TAXES PAID ON
THIS 7th DAY OF March 2000
- DAKOTA COUNTY
TREASURER-AUDITOR

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service, showing that notice of this Amendment has been given to the unit owners, in compliance with Section 515B.2-111(b) of the Act;

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates seven (7) additional units thereon.

2. CIC PLAT

A Third Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat or Third Supplemental CIC Plat.

**4. REALLOCATION OF VOTING RIGHTS
AND COMMON EXPENSE OBLIGATIONS**

Each unit created by the Declaration and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second or Third Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, the First Amendment and the Second Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

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

McKIN DEVELOPERS, LLC

By: 
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 20 day of January, 2000, by Brian McCarthy, the Chief Manager of McKin Developers, LLC., a Minnesota limited liability company, on behalf of the company.



Barbara H. Daniels
Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
4000 US Bank Place
601 Second Avenue South
Minneapolis, Minnesota 55402-4331.

EXHIBIT A TO THIRD AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lots 1 and 11, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO THIRD AMENDMENT TO DECLARATION

**ALLOCATION OF INTEREST
IN THE COMMON ELEMENTS**

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|-------------|
| 1 | 2,078 | 3.83 |
| 2 | 2,033 | 3.75 |
| 3 | 2,033 | 3.75 |
| 4 | 2,078 | 3.83 |
| 5 | 2,078 | 3.83 |
| 6 | 2,273 | 4.19 |
| 7 | 2,273 | 4.19 |
| 8 | 2,078 | 3.83 |
| 9 | 2,651 | 4.89 |
| 10 | 3,186 | 5.88 |
| 11 | 2,651 | 4.89 |
| 12 | 1,915 | 3.53 |
| 13 | 1,967 | 3.63 |
| 14 | 1,967 | 3.63 |
| 15 | 1,915 | 3.53 |
| 16 | 2,651 | 4.89 |
| 17 | 3,186 | 5.88 |
| 18 | 2,651 | 4.89 |
| 19 | 2,830 | 5.22 |
| 20 | 3,448 | 6.36 |
| 21 | 3,448 | 6.36 |
| 22 | <u>2,830</u> | <u>5.22</u> |
| | 54,220 | 100.00 |

EXHIBIT C TO THIRD AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON OWNERS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

AFFIDAVIT

KATHLEEN M. KERST, being first duly sworn upon oath, deposes and says:

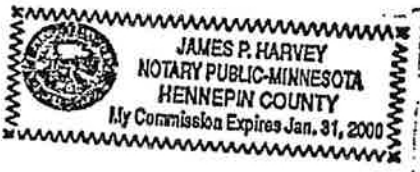
1. That she is an employee of Best & Flanagan, LLP, 4000 U.S. Bank Place, 601 Second Avenue South, Minneapolis, Minnesota 55402.
2. That on January 27, 2000, she placed a copy of the attached Notice of Intention to Add Additional Real Estate in each of several sealed envelopes first class postage prepaid and deposited the same in the U.S. Mails at Minneapolis, Minnesota, each addressed to one of the unit owners at their addresses as set forth on the attached list, all as specified by Minnesota Statutes Section 515B.2-111(b).

FURTHER YOUR AFFIANT SAITH NOT.

[Signature]

Subscribed and sworn to before me
this 27th day of January, 2000.

James P. Harvey
Notary Public



Deeg Pond Homeowners

Donald L. and Kimberly A. White
1416 McAndrews Road East
Burnsville, MN 55337
Unit 1

Paul A. and Paula D. Bowen
1418 McAndrews Road East
Burnsville, MN 55337
Unit 2

Victoria Stovall
1420 McAndrews Road East
Burnsville, MN 55337
Unit 3

Mark M. Johnson
1422 McAndrews Road East
Burnsville, MN 55337
Unit 4

Harold W. and Doris D. Troutman
1414 McAndrews Road East
Burnsville, MN 55337
Unit 5

Laurie B. Thorsheim
1412 McAndrews Road East
Burnsville, MN 55337
Unit 6

Brian M. and Laura L. DeLaura
1410 McAndrews Road East
Burnsville, MN 55337
Unit 7

Jeron I. and Sandra A. Von Bank
1408 McAndrews Road East
Burnsville, MN 55337
Unit 8

Rowland A. and Shirley M. Hanson
1500 McAndrews Road East
Burnsville, MN 55337
Unit 9

Scott Tilsen
1502 McAndrews Road East
Burnsville, MN 55337
Unit 10

Vernon A. and Sandra L. Peterson
1504 McAndrews Road East
Burnsville, MN 55337
Unit 11

James A. and Robert S. Tilsen
1235 East Balsam Trail
Eagan, MN 55123
Units 12 & 14

John Paul
1302 McAndrews Road East
Burnsville, MN 55337
Unit 13

Chris Meger
1306 McAndrews Road East
Burnsville, MN 55337
Unit 15

**NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE**

TO: Unit Owner Entitled to Legal Notice

YOU WILL PLEASE TAKE NOTICE that McKin Developers, LLC, a Minnesota limited liability company, as Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the amendment to declaration adding said Additional Real Estate will be provided to you within five (5) business days of your request at no cost.

This notice is given pursuant to Section 515B.2-111(b) of the Act.

McKIN DEVELOPERS, LLC

Dated: January 20, 2000

By: 
Its: Chief Manager

1677913

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

MARCH 7th 8:00 AM 2000

1677913

DOC. NO.

JOEL T. BECKMAN, COUNTY RECORDER

BY: SA Deputy

FEE 55.00 SURCHARGE 4.50

CASH ☐ CHECK ☒ ESCROW ☐

WELL ☐ CHARGE ☐

CHARGE TO: _____

O/R _____

DO NOT REMOVE

DECLARATION - \$25.00 + 4.50
FLOOR PLANS - \$30.00
\$55.00 + 4.50

FILE

FILED IN THE ORDER REQUESTED
BY CUSTOMER

Common Interest Community No. 190

Condominium

DEEG POND CONDOMINIUM

FOURTH AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 31st day of August, 2000 by Holly Hill Townhomes, Inc., a Minnesota corporation ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

On January 26, 2000, McKin Developers, LLC, a successor declarant, executed a certain Third Amendment to Declaration, which Third Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1677913 ("Third Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

Declarant herein is a successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S.515B.3-104, and is therefore the Declarant of this Fourth Amendment.

No Delinquent Taxes
This 31st Day of September, 2000
Christ Acorn
Dakota County Treasurer-Auditor

1

CURRENT 2000 TAXES PAID ON
THIS 21st DAY OF September, 2000
DAKOTA COUNTY
TREASURER-AUDITOR HA

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes three (3) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

The period of Declarant control of the homeowners association has expired, and notice of Declarant's intention to add additional real estate has been served on the association in compliance with Section 515B.2-111(b) of the Act. Attached hereto as Exhibit C is evidence of service;

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates three (3) additional units thereon.

2. CIC PLAT

A Fourth Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat, Third Supplemental CIC Plat or Fourth Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration, the prior Amendments and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second, Third or Fourth Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, the First Amendment, the Second Amendment and the Third Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

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

HOLLY HILL TOWNHOMES, INC.

By: Lloyd E. Milnar
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 31st day of August, 2000, by Lloyd Milnar, the President of Holly Hill Townhomes, Inc., a Minnesota corporation, on behalf of the corporation.

Cynthia S. Hayward
Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
4000 US Bank Place
601 Second Avenue South
Minneapolis, Minnesota 55402-4331



EXHIBIT A TO FOURTH AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lot 9, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO FOURTH AMENDMENT TO DECLARATION

ALLOCATION OF INTEREST
IN THE COMMON ELEMENTS

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|-------------|
| 1 | 2,078 | 3.42 |
| 2 | 2,033 | 3.35 |
| 3 | 2,033 | 3.35 |
| 4 | 2,078 | 3.42 |
| 5 | 2,078 | 3.42 |
| 6 | 2,273 | 3.74 |
| 7 | 2,273 | 3.74 |
| 8 | 2,078 | 3.42 |
| 9 | 2,651 | 4.37 |
| 10 | 3,186 | 5.25 |
| 11 | 2,651 | 4.37 |
| 12 | 1,915 | 3.16 |
| 13 | 1,967 | 3.24 |
| 14 | 1,967 | 3.24 |
| 15 | 1,915 | 3.16 |
| 16 | 2,651 | 4.37 |
| 17 | 3,186 | 5.25 |
| 18 | 2,651 | 4.37 |
| 19 | 2,830 | 4.66 |
| 20 | 3,448 | 5.68 |
| 21 | 3,448 | 5.68 |
| 22 | 2,830 | 4.66 |
| 23 | 2,132 | 3.51 |
| 24 | 2,214 | 3.66 |
| 25 | <u>2,132</u> | <u>3.51</u> |
| | 60,698 | 100.00 |

EXHIBIT C TO FOURTH AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON ASSOCIATION

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

AFFIDAVIT

[TO BE ATTACHED]

**NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE**

TO: Deeg Pond Condominium Association:

YOU WILL PLEASE TAKE NOTICE that Holly Hill Townhomes, Inc., a Minnesota corporation, as Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the amendment to declaration adding said Additional Real Estate is attached to this Notice.

This notice is given pursuant to Section 515B.2-111(b) of the Act.²

HOLLY HILL TOWNHOMES, INC.

Dated: August 21, 2000

By: s/Lloyd Milnar
Its: President

1722502

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

OCTOBER 6th 8:00 AM 2000

DOC. NO. 1722502
JOEL T. BECKMAN, COUNTY RECORDER

BY: CA Deputy 4.50
FEE 55.00 SURCHARGE 4.50

CASH ☐ CHECK ☒ ESCROW ☐

WELL ☐ CHARGE ☐

CHARGE TO: _____

O/R _____

DO NOT REMOVE

DECLARATION - \$25.00 + 4.50
FLOOR PLANS - \$30.00
\$55.00 + 4.50

FILE

Common Interest Community No. 190

Condominium

DEEG POND CONDOMINIUM

FIFTH AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 31st day of October, 2000 by Brian and Charles Developers, LLC, a Minnesota limited liability company ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

On January 26, 2000, McKin Developers, LLC, a successor declarant, executed a certain Third Amendment to Declaration, which Third Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1677913 ("Third Amendment").

On September 22, 2000, Holly Hill Townhomes, Inc., a successor declarant, executed a certain Fourth Amendment to Declaration, which Fourth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1722502 ("Fourth Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

No Delinquent Taxes
This 2nd Day of November, 2000
Carol L. Arnold
Dakota County Treasurer-Auditor *KL*

CURRENT 2000 TAXES PAID ON
THIS 16th DAY OF November 2000
DAKOTA COUNTY
TREASURER-AUDITOR *KL*

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

Declarant herein is a successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S.515B.3-104, and is therefore the Declarant of this Fourth Amendment.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes three (3) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service of notice of intent to add units pursuant to Section 2-111(b)(2) of the Act.

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates three (3) additional units thereon.

2. CIC PLAT

A Fifth Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat, Third Supplemental CIC Plat, Fourth Supplemental CIC Plat or Fifth Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration, the prior Amendments and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second, Third, Fourth or Fifth Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

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

BRIAN AND CHARLES DEVELOPERS, LLC.

By: 
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 21st day of October, 2000, by Brian McCarthy, the Chief Manager of Brian and Charles Developers, LLC, a Minnesota limited liability company, on behalf of the company.


Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
4000 US Bank Place
601 Second Avenue South
Minneapolis, Minnesota 55402-4331



EXHIBIT A TO FIFTH AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lot 15, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO FIFTH AMENDMENT TO DECLARATION

**ALLOCATION OF INTEREST
IN THE COMMON ELEMENTS**

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|-------------|
| 1 | 2,078 | 3.00 |
| 2 | 2,033 | 2.94 |
| 3 | 2,033 | 2.94 |
| 4 | 2,078 | 3.00 |
| 5 | 2,078 | 3.00 |
| 6 | 2,273 | 3.29 |
| 7 | 2,273 | 3.29 |
| 8 | 2,078 | 3.00 |
| 9 | 2,651 | 3.83 |
| 10 | 3,186 | 4.61 |
| 11 | 2,651 | 3.83 |
| 12 | 1,915 | 2.77 |
| 13 | 1,967 | 2.84 |
| 14 | 1,967 | 2.84 |
| 15 | 1,915 | 2.77 |
| 16 | 2,651 | 3.83 |
| 17 | 3,186 | 4.61 |
| 18 | 2,651 | 3.83 |
| 19 | 2,830 | 4.09 |
| 20 | 3,448 | 4.98 |
| 21 | 3,448 | 4.98 |
| 22 | 2,830 | 4.09 |
| 23 | 2,132 | 3.08 |
| 24 | 2,214 | 3.21 |
| 25 | 2,132 | 3.08 |
| 26 | 2,651 | 3.83 |
| 27 | 3,186 | 4.61 |
| 28 | <u>2,651</u> | <u>3.83</u> |
| | 69,168 | 100.00 |

Common Interest Community No. 190

Condominium

DEEG POND CONDOMINIUM

SIXTH AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 20th day of April, 2001 by Brian and Charles Developers, LLC, a Minnesota limited liability company ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

On January 26, 2000, McKin Developers, LLC, a successor declarant, executed a certain Third Amendment to Declaration, which Third Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1677913 ("Third Amendment").

On September 22, 2000, Holly Hill Townhomes, Inc., a successor declarant, executed a certain Fourth Amendment to Declaration, which Fourth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1722502 ("Fourth Amendment").

On October 31, 2000, Brian and Charles Developers, LLC, a successor declarant, executed a certain Fifth Amendment to Declaration, which Fifth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1731963 ("Fifth Amendment").

No Delinquent Taxes

This, 6th Day of July, 2001
Cass L. Rasmussen
 Dakota County Treasurer-Auditor *RA*

1

CURRENT 2001 TAXES PAID ON
 THIS 6th DAY OF July, 2001
 DAKOTA COUNTY
 TREASURER-AUDITOR *RA*

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

Declarant herein is a successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S.515B.3-104, and is therefore the Declarant of this Fifth Amendment.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes six (6) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service of notice of intent to add units pursuant to Section 2-111(b)(2) of the Act.

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates six (6) additional units thereon.

2. CIC PLAT

A Sixth Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat, Third Supplemental CIC Plat, Fourth Supplemental CIC Plat, Fifth Supplemental CIC Plat or Sixth Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration, the prior Amendments and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second, Third, Fourth, Fifth or Sixth Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added

hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

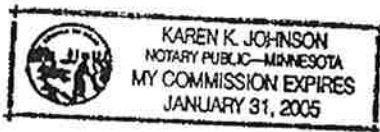
IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first set forth above.

BRIAN AND CHARLES DEVELOPERS, LLC.

By: [Signature]
Its: Chief Manager

STATE OF MINNESOTA)
COUNTY OF Dakota KJ ss.
COUNTY OF ~~HENNEPIN~~)

The foregoing instrument was acknowledged before me this 17th day of May, 2001, by Brian McCarthy, the Chief Manager of Brian and Charles Developers, LLC, a Minnesota limited liability company, on behalf of the company.



[Signature]
Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
4000 US Bank Place
601 Second Avenue South
Minneapolis, Minnesota 55402-4331

EXHIBIT A TO SIXTH AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lots 4 and 5, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO SIXTH AMENDMENT TO DECLARATION

**ALLOCATION OF INTEREST
IN THE COMMON ELEMENTS**

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|-------------|
| 1 | 2,078 | 2.41 |
| 2 | 2,033 | 2.36 |
| 3 | 2,033 | 2.36 |
| 4 | 2,078 | 2.41 |
| 5 | 2,078 | 2.41 |
| 6 | 2,273 | 2.64 |
| 7 | 2,273 | 2.64 |
| 8 | 2,078 | 2.41 |
| 9 | 2,651 | 3.08 |
| 10 | 3,186 | 3.70 |
| 11 | 2,651 | 3.08 |
| 12 | 1,915 | 2.22 |
| 13 | 1,967 | 2.28 |
| 14 | 1,967 | 2.28 |
| 15 | 1,915 | 2.22 |
| 16 | 2,651 | 3.08 |
| 17 | 3,186 | 3.70 |
| 18 | 2,651 | 3.08 |
| 19 | 2,830 | 3.28 |
| 20 | 3,448 | 4.00 |
| 21 | 3,448 | 4.00 |
| 22 | 2,830 | 3.28 |
| 23 | 2,132 | 2.47 |
| 24 | 2,214 | 2.56 |
| 25 | 2,132 | 2.47 |
| 26 | 2,651 | 3.08 |
| 27 | 3,186 | 3.70 |
| 28 | 2,651 | 3.08 |
| 29 | 2,651 | 3.08 |
| 30 | 3,186 | 3.70 |
| 31 | 2,651 | 3.08 |
| 32 | 2,651 | 3.08 |
| 33 | 3,186 | 3.70 |
| 34 | <u>2,651</u> | <u>3.08</u> |
| | 86,162 | 100.00 |

EXHIBIT C TO SIXTH AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON OWNERS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

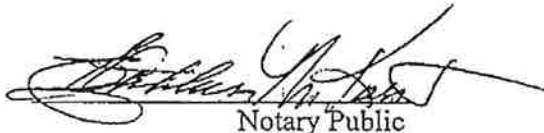
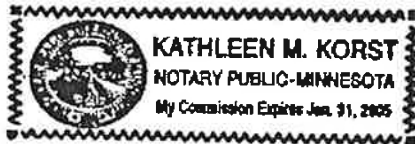
AFFIDAVIT

N. Walter Graff, being first duly sworn, on oath deposes and says that on April 19, 2001, he deposited a copy of the attached notice in the United States Mail, postage prepaid and addressed to each of the unit owners entitled to notice under the statute.

Further your affiant saith not.



Subscribed and sworn to before
me this 19th day of April, 2001.


Notary Public

**NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE**

TO: Unit Owner Entitled to Legal Notice:

YOU WILL PLEASE TAKE NOTICE that Brian and Charles Developers, LLC., a Minnesota limited liability company, as Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the amendment to declaration adding said Additional Real Estate will be provided at no cost within five business days of your request.

This notice is given pursuant to Section 515B.2-111(b) of the Act.2

BRIAN AND CHARLES DEVELOPERS, LLC.

Dated: April 19, 2001

By: /s/ Brian McCarthy
Its: Chief Manager

OWNERS ENTITLED TO NOTICE

| NAME | STREET ADDRESS | UNIT NO. |
|-----------------------------|--|----------|
| Kimberly & Donald White | 1416 McAndrews Road Burnsville, MN 55337 | 1 |
| Paul & Paula Bowen | 1418 McAndrews Road Burnsville, MN 55337 | 2 |
| Victoria Stovall | 1420 McAndrews Road East Burnsville, MN 55337 | 3 |
| Mark J. Johnson | 1422 McAndrews Road Burnsville, MN 55337 | 4 |
| Howard & Doris Troutman | 1414 McAndrews Road Burnsville, MN 55337 | 5 |
| Kathleen Malone | 1412 McAndrews Road East Burnsville, MN 55337 | 6 |
| Hyun Suk Kim | 1410 McAndrews Road Burnsville, MN 55337 | 7 |
| Jeron & Sandra Von Bank | 1408 McAndrews Road East Burnsville, MN 55337 | 8 |
| Rowland & Shirley Hanson | 1500 McAndrews Road East Burnsville, MN 55337 | 9 |
| Scott & Linda Tilsen | 1502 McAndrews Road Burnsville, MN 55337 | 10 |
| Vernon & Sandra Peterson | 1504 McAndrews Road Burnsville, MN 55337 | 11 |
| Heidi Borgschatz | 1300 McAndrews Road Burnsville, MN 55337 | 12 |
| Jon Paul | 1302 McAndrews Road East Burnsville, MN 55337 | 13 |
| Tilsen Homes | 1235 East Balsam Trail Eagan, MN 55123 | 14 |
| Christopher Meger | 1306 McAndrews Road East Burnsville, MN 55337 | 15 |
| McKin Developers, LLC | 1400 McAndrews Road Burnsville, MN 55337 | 16 |
| " | | 17 |
| " | | 18 |
| " | | 19 |
| " | | 20 |
| " | | 21 |
| Luther Jr. & Cindy Gronseth | 1514 McAndrews Road Burnsville, MN 55337 | 22 |
| Holly Hill Townhomes | 1377 Second Avenue Newport, MN 55055-1140 | 23 |
| " | | 24 |
| " | | 25 |
| Susan M. Brown | 1308 McAndrews Road East Burnsville, MN 55337 | 26 |
| Rebecca L. Schneck | 1310 McAndrews Road Burnsville, MN 55337 | 27 |
| Richard & Cynthia Bullard | 1312 McAndrews Road Burnsville, MN 55337 | 28 |

1789978

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

JULY 6th 8:00 AM 2001

DOC. NO. **1789978**
JOEL T. BECKMAN, COUNTY RECORDER
BY: CA Deputy 4.50
FEE 55.00 SURCHARGE 4.50
CASH ☒ CHECK ☐ ESCROW ☐

WELL ☐ CHARGE ☐

CHARGE TO: _____

O/R _____

DO NOT REMOVE

DECLARATION - \$25.00 + 4.50
FLOOR PLANS - \$30.00
\$55.00 + 4.50

FILE

1815655

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

SEPTEMBER 28th 8:00 AM 2001

DOC. NO. **1815655**
JOEL T. BECKMAN, COUNTY RECORDER
BY: *[Signature]* Deputy
FEE *15.00* SURCHARGE *5*

CASH ☐ CHECK ☐ ESCROW ☒

WELL ☐ CHARGE ☒
CHARGE TO: *North Star*
O/R

DO NOT REMOVE

DECLARATION - \$15.00 + 5.00
FLOOR PLANS - \$30.00
\$45.00 + 5.00

Common Interest Community No. 190

Condominium

1815655

DEEG POND CONDOMINIUM

SEVENTH AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 14th day of ^{5th} ~~August~~ SEPTEMBER, 2001 by Yorway Custom Home Builders, Inc. a Minnesota corporation ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

On January 26, 2000, McKin Developers, LLC, a successor declarant, executed a certain Third Amendment to Declaration, which Third Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1677913 ("Third Amendment").

No Delinquent Taxes
This 28th Day of September 2001
Carol Hennrich
Dakota County Treasurer-Auditor *KS*

1

CURRENT 2001 TAXES PAID ON
THIS 28th DAY OF September 2001
DAKOTA COUNTY
TREASURER-AUDITOR *KS*

On September 22, 2000, Holly Hill Townhomes, Inc., a successor declarant, executed a certain Fourth Amendment to Declaration, which Fourth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1722502 ("Fourth Amendment").

On October 31, 2000, Brian and Charles Developers, LLC, a successor declarant, executed a certain Fifth Amendment to Declaration, which Fifth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1731963 ("Fifth Amendment").

On April 20, 2001, Brian and Charles Developers, LLC, a successor declarant, executed a certain Sixth Amendment to Declaration, which Sixth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1789978 ("Sixth Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

Declarant herein is a successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S.515B.3-104, and is therefore the Declarant of this Seventh Amendment.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes three (3) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service of notice of intent to add units pursuant to Section 2-111(b)(2) of the Act.

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges

and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates three (3) additional units thereon.

2. CIC PLAT

A Seventh Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat, Third Supplemental CIC Plat, Fourth Supplemental CIC Plat, Fifth Supplemental CIC Plat, Sixth Supplemental CIC Plat or Seventh Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS
AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration, the prior Amendments and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second, Third, Fourth, Fifth, Sixth or Seventh Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

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

YORWAY CUSTOM HOME BUILDERS, INC.

By: 

Its: Chief Executive Officer

STATE OF MINNESOTA)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 14th day of ^{JW} ~~August~~ SEPTEMBER, 2001, by Brett A. Tupy, the Chief Executive Officer of Yorway Custom Home Builders, Inc., a Minnesota corporation, on behalf of the corporation.


Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
4000 US Bank Place
601 Second Avenue South
Minneapolis, Minnesota 55402-4331

EXHIBIT A TO SEVENTH AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lot 13, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO SEVENTH AMENDMENT TO DECLARATION

ALLOCATION OF INTEREST IN THE COMMON ELEMENTS

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|-------------|
| 1 | 2,078 | 2.24 |
| 2 | 2,033 | 2.20 |
| 3 | 2,033 | 2.20 |
| 4 | 2,078 | 2.24 |
| 5 | 2,078 | 2.28 |
| 6 | 2,273 | 2.46 |
| 7 | 2,273 | 2.46 |
| 8 | 2,078 | 2.24 |
| 9 | 2,651 | 2.86 |
| 10 | 3,186 | 3.44 |
| 11 | 2,651 | 2.86 |
| 12 | 1,915 | 2.07 |
| 13 | 1,967 | 2.12 |
| 14 | 1,967 | 2.12 |
| 15 | 1,915 | 2.07 |
| 16 | 2,651 | 2.86 |
| 17 | 3,186 | 3.44 |
| 18 | 2,651 | 2.86 |
| 19 | 2,830 | 3.06 |
| 20 | 3,448 | 3.72 |
| 21 | 3,448 | 3.72 |
| 22 | 2,830 | 3.06 |
| 23 | 2,132 | 2.30 |
| 24 | 2,214 | 2.39 |
| 25 | 2,132 | 2.30 |
| 26 | 2,651 | 2.86 |
| 27 | 3,186 | 3.44 |
| 28 | 2,651 | 2.86 |
| 29 | 2,651 | 2.86 |
| 30 | 3,186 | 3.44 |
| 31 | 2,651 | 2.86 |
| 32 | 2,651 | 2.86 |
| 33 | 3,186 | 3.44 |
| 34 | 2,651 | 2.86 |
| 35 | 2,132 | 2.30 |
| 36 | 2,214 | 2.39 |
| 37 | <u>2,132</u> | <u>2.30</u> |
| | 92,640 | 100.00 |

EXHIBIT C TO SEVENTH AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON OWNERS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

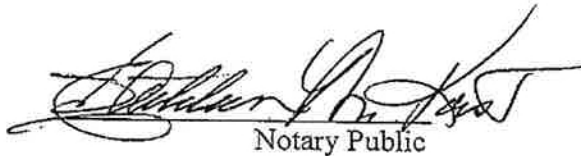
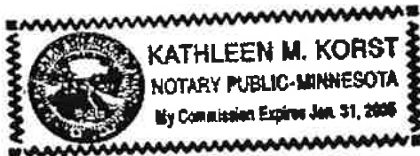
AFFIDAVIT

N. Walter Graff, being first duly sworn, on oath deposes and says that on August 24, 2001, he deposited a copy of the attached notice in the United States Mail, postage prepaid and addressed to each of the unit owners entitled to notice under the statute.

Further your affiant saith not.



Subscribed and sworn to before me
this 24th day of August, 2001.


Notary Public

**NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE**

TO: Unit Owner Entitled to Legal Notice:

YOU WILL PLEASE TAKE NOTICE that Yorway Custom Home Builders, Inc., a Minnesota corporation, as Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the amendment to declaration adding said Additional Real Estate will be provided at no cost within five business days of your request.

This notice is given pursuant to Section 515B.2-111(b) of the Act.

YORWAY CUSTOM HOME BUILDERS,
INC.

Dated: August 20, 2001

By: s/ Brett A. Tupy
Its: Chief Executive Officer

1910083

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

JUNE 26th 8:00 AM 2002

1910083

DOC. NO. 1910083
JOEL T. BECKMAN COUNTY RECORDER

Deputy

FEE *50.00* SURCHARGE *5.00*

CASH ☐ CHECK ☒ ESCROW ☐

WELL ☐ CHARGE ☐

CHARGE TO: _____

O/R _____

DO NOT REMOVE

FILE

DECLARATION - 15.00 + 5.00
FLOOR PLANS - \$30.00
\$45.00 + 5.00

Common Interest Community No. 190

1910083

Condominium

DEEG POND CONDOMINIUM

EIGHTH AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this ¹⁴~~10th~~ day of ^{June}~~April~~, 2002 by Yorway Custom Home Builders, Inc. a Minnesota corporation ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

On January 26, 2000, McKin Developers, LLC, a successor declarant, executed a certain Third Amendment to Declaration, which Third Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1677913 ("Third Amendment").

No Delinquent Taxes
This *14th* Day of *June* 2002
Carol Anderson
Dakota County Treasurer-Auditor *KA*

CURRENT *2002* TAXES PAID ON
THIS *26th* DAY OF *June* 2002
DAKOTA COUNTY
TREASURER-AUDITOR *KA*

On September 22, 2000, Holly Hill Townhomes, Inc., a successor declarant, executed a certain Fourth Amendment to Declaration, which Fourth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1722502 ("Fourth Amendment").

On October 31, 2000, Brian and Charles Developers, LLC, a successor declarant, executed a certain Fifth Amendment to Declaration, which Fifth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1731963 ("Fifth Amendment").

On April 20, 2001, Brian and Charles Developers, LLC, a successor declarant, executed a certain Sixth Amendment to Declaration, which Sixth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1789978 ("Sixth Amendment").

On ~~August 18~~^{September}, 2001, Yorway Custom Home Builders, Inc., a successor declarant, executed a certain Seventh Amendment to Declaration, which Seventh Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. ~~1815655~~ ("Seventh Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

Declarant herein is a successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S.515B.3-104, and is therefore the Declarant of this Eighth Amendment.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes three (3) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service of notice of intent to add units pursuant to Section 2-111(b)(2) of the Act.

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein; including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates three (3) additional units thereon.

2. CIC PLAT

An Eighth Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat, Third Supplemental CIC Plat, Fourth Supplemental CIC Plat, Fifth Supplemental CIC Plat, Sixth Supplemental CIC Plat, Seventh Supplemental CIC Plat or Eighth Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration, the prior Amendments and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

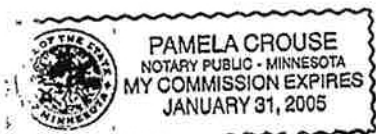
IN WITNESS WHEREOF, Declarant has executed this instrument as of the day and year first set forth above.

YORWAY CUSTOM HOME BUILDERS, INC.

By: 
Its: Chief Executive Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 14 day of June, 2002, by Brett A. Tupy, the Chief Executive Officer of Yorway Custom Home Builders, Inc., a Minnesota corporation, on behalf of the corporation.




Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-4690

EXHIBIT A TO EIGHTH AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lot 6, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO EIGHTH AMENDMENT TO DECLARATION
ALLOCATION OF INTEREST IN THE COMMON ELEMENTS

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|--------------|
| 1 | 2,078 | 2.095 |
| 2 | 2,033 | 2.050 |
| 3 | 2,033 | 2.050 |
| 4 | 2,078 | 2.095 |
| 5 | 2,078 | 2.095 |
| 6 | 2,273 | 2.292 |
| 7 | 2,273 | 2.292 |
| 8 | 2,078 | 2.095 |
| 9 | 2,651 | 2.673 |
| 10 | 3,186 | 3.212 |
| 11 | 2,651 | 2.673 |
| 12 | 1,915 | 1.931 |
| 13 | 1,967 | 1.983 |
| 14 | 1,967 | 1.983 |
| 15 | 1,915 | 1.932 |
| 16 | 2,651 | 2.673 |
| 17 | 3,186 | 3.212 |
| 18 | 2,651 | 2.673 |
| 19 | 2,830 | 3.854 |
| 20 | 3,448 | 3.477 |
| 21 | 3,448 | 3.477 |
| 22 | 2,830 | 2.854 |
| 23 | 2,132 | 2.150 |
| 24 | 2,214 | 2.233 |
| 25 | 2,132 | 2.150 |
| 26 | 2,651 | 2.673 |
| 27 | 3,186 | 3.212 |
| 28 | 2,651 | 2.673 |
| 29 | 2,651 | 2.673 |
| 30 | 3,186 | 3.212 |
| 31 | 2,651 | 2.673 |
| 32 | 2,651 | 2.673 |
| 33 | 3,186 | 3.212 |
| 34 | 2,651 | 2.673 |
| 35 | 2,132 | 2.150 |
| 36 | 2,214 | 2.233 |
| 37 | 2,132 | 2.150 |
| 38 | 2,132 | 2.150 |
| 39 | 2,270 | 2.289 |
| 40 | <u>2,132</u> | <u>2.150</u> |
| | 99,174 | 100.000 |


AFFIDAVIT OF SERVICE ON OWNERS

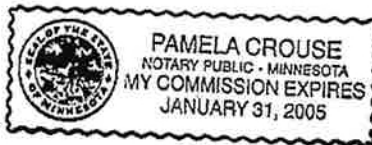
AFFIDAVIT

Yorwazy Custom Home Builders being first duly sworn, on oath deposes and says that on April 14, 2002, she deposited a copy of the attached notice in the United States Mail, postage prepaid and addressed to each of the unit owners entitled to notice under the statute.

Further your affiant saith not.

Subscribed and sworn to before me
this 14 day of ~~April~~, 2002.


Notary Public



**NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE**

TO: Unit Owner Entitled to Legal Notice:

YOU WILL PLEASE TAKE NOTICE that Yorway Custom Home Builders, Inc., a Minnesota corporation, as Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the amendment to declaration adding said Additional Real Estate will be provided at no cost within five business days of your request.

This notice is given pursuant to Section 515B.2-111(b) of the Act.2

YORWAY CUSTOM HOME BUILDERS,
INC.

Dated: ^{June} April 14, 2002

By: s/ Brett A. Tupy
Its: Chief Executive Officer

1910892

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

JUNE 27th 4:30 PM 2002

1910892

DOC. NO. 1910892
JOEL T. BECKMAN COUNTY RECORDER
BY [Signature] Deputy
FEE 45.00 SURCHARGE 5.00

CASH ☐ CHECK ☐ ESCROW ☒

WELL ☐ CHARGE ☐
CHARGE TO: [Signature] O/R [Signature]

DO NOT REMOVE

FILE

DECLARATION - 15.00 + 5.00
FLOOR PLANS - 30.00
45.00 + 5.00

PER CUSTOMER REQUEST
FILE AND/OR RECORD
AS PRESENTED [Signature]

Common Interest Community No. 190

1910892

Condominium

DEEG POND CONDOMINIUM

NINTH AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 15 day of June, 2002 by Brian and Charles Developers, LLC, a Minnesota limited liability company ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

On January 26, 2000, McKin Developers, LLC, a successor declarant, executed a certain Third Amendment to Declaration, which Third Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1677913 ("Third Amendment").

No Delinquent Taxes
This 16th Day of June, 2002
[Signature]
Dakota County Treasurer-Auditor [Signature]

CURRENT 2002 TAXES PAID ON
THIS 16th DAY OF June, 2002
DAKOTA COUNTY
TREASURER-AUDITOR [Signature]

On September 22, 2000, Holly Hill Townhomes, Inc., a successor declarant, executed a certain Fourth Amendment to Declaration, which Fourth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1722502 ("Fourth Amendment").

On October 31, 2000, Brian and Charles Developers, LLC, a successor declarant, executed a certain Fifth Amendment to Declaration, which Fifth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1731963 ("Fifth Amendment").

On April 20, 2001, Brian and Charles Developers, LLC, a successor declarant, executed a certain Sixth Amendment to Declaration, which Sixth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1789978 ("Sixth Amendment").

On ~~XXXXX~~ 9-14 2001, Yorway Custom Home Builders, Inc., a successor declarant, executed a certain Seventh Amendment to Declaration, which Seventh Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1815655 ("Seventh Amendment").

On June 14th, 2002, Yorway Custom Home Builders, Inc., a successor declarant, executed a certain Eighth Amendment to Declaration, which Eighth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1910083 ("Eighth Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(1) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has not expired.

Declarant herein is a successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S.515B.3-104, and is therefore the Declarant of this Ninth Amendment.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes three (3) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service of notice of intent to add units pursuant to Section 2-111(b)(2) of the Act.

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates three (3) additional units thereon.

2. CIC PLAT

A Ninth Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat, Third Supplemental CIC Plat, Fourth Supplemental CIC Plat, Fifth Supplemental CIC Plat, Sixth Supplemental CIC Plat, Seventh Supplemental CIC Plat, Eighth Supplemental CIC Plat, or Ninth Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration, the prior Amendments and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

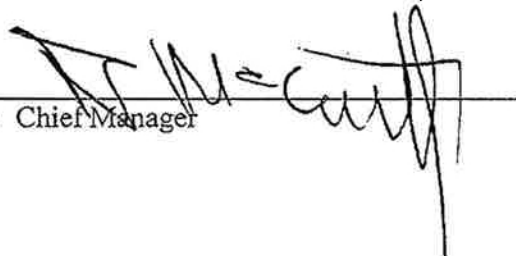
Except as specifically modified by this Amendment, the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

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

BRIAN AND CHARLES DEVELOPERS, LLC

By: _____

Its: Chief Manager



STATE OF MINNESOTA)
COUNTY OF Dakota) ss.

The foregoing instrument was acknowledged before me this 25 day of June 2002, by Brian McCarthy, the Chief Manager of Brian and Charles Developers, LLC, a Minnesota limited liability company, on behalf of the company.

Kerry Budinger
Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-4690

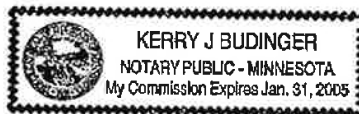


EXHIBIT A TO NINTH AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

Lot 14, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record.

EXHIBIT B TO NINTH AMENDMENT TO DECLARATION
ALLOCATION OF INTEREST IN THE COMMON ELEMENTS

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|--------------|
| 1 | 2,078 | 1.930 |
| 2 | 2,033 | 1.890 |
| 3 | 2,033 | 1.890 |
| 4 | 2,078 | 1.930 |
| 5 | 2,078 | 1.930 |
| 6 | 2,273 | 2.111 |
| 7 | 2,273 | 2.111 |
| 8 | 2,078 | 1.930 |
| 9 | 2,651 | 2.462 |
| 10 | 3,186 | 2.959 |
| 11 | 2,651 | 2.462 |
| 12 | 1,915 | 1.780 |
| 13 | 1,967 | 1.828 |
| 14 | 1,967 | 1.828 |
| 15 | 1,915 | 1.780 |
| 16 | 2,651 | 2.462 |
| 17 | 3,186 | 2.959 |
| 18 | 2,651 | 2.462 |
| 19 | 2,830 | 2.629 |
| 20 | 3,448 | 3.203 |
| 21 | 3,448 | 3.203 |
| 22 | 2,830 | 2.629 |
| 23 | 2,132 | 1.980 |
| 24 | 2,214 | 2.056 |
| 25 | 2,132 | 1.980 |
| 26 | 2,651 | 2.462 |
| 27 | 3,186 | 2.959 |
| 28 | 2,651 | 2.462 |
| 29 | 2,651 | 2.462 |
| 30 | 3,186 | 2.929 |
| 31 | 2,651 | 2.462 |
| 32 | 2,651 | 2.462 |
| 33 | 3,186 | 2.959 |
| 34 | 2,651 | 2.462 |
| 35 | 2,132 | 1.980 |
| 36 | 2,214 | 2.056 |
| 37 | 2,132 | 1.980 |
| 38 | 2,132 | 1.980 |
| 39 | 2,270 | 2.108 |
| 40 | 2,132 | 1.980 |
| 41 | 2,651 | 2.462 |
| 42 | 3,186 | 2.959 |
| 43 | <u>2,651</u> | <u>2.462</u> |
| | 107,662 | 100.000 |

EXHIBIT C TO NINTH AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON OWNERS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

AFFIDAVIT

_____, being first duly sworn, on oath deposes and says that on _____, 2002, she deposited a copy of the attached notice in the United States Mail, postage prepaid and addressed to each of the unit owners entitled to notice under the statute.

Further your affiant saith not.

Subscribed and sworn to before me
this _____ day of _____, 2002.

Notary Public

**NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE**

TO: Unit Owner Entitled to Legal Notice:

YOU WILL PLEASE TAKE NOTICE that Brian and Charles Developers, LLC, a Minnesota limited liability company, as Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the amendment to declaration adding said Additional Real Estate will be provided at no cost within five business days of your request.

This notice is given pursuant to Section 515B.2-111(b) of the Act.

BRIAN AND CHARLES DEVELOPERS, LLC

Dated: _____, 2002

By: s/ Brian McCarthy
Its: Chief Manager

EXHIBIT B TO NINTH AMENDMENT TO DECLARATION
ALLOCATION OF INTEREST IN THE COMMON ELEMENTS

| <u>Unit</u> | <u>Area (s.f.)</u> | <u>%</u> |
|-------------|--------------------|--------------|
| 1 | 2,078 | 1.930 |
| 2 | 2,033 | 1.890 |
| 3 | 2,033 | 1.890 |
| 4 | 2,078 | 1.930 |
| 5 | 2,078 | 1.930 |
| 6 | 2,273 | 2.111 |
| 7 | 2,273 | 2.111 |
| 8 | 2,078 | 1.930 |
| 9 | 2,651 | 2.462 |
| 10 | 3,186 | 2.959 |
| 11 | 2,651 | 2.462 |
| 12 | 1,915 | 1.780 |
| 13 | 1,967 | 1.828 |
| 14 | 1,967 | 1.828 |
| 15 | 1,915 | 1.780 |
| 16 | 2,651 | 2.462 |
| 17 | 3,186 | 2.959 |
| 18 | 2,651 | 2.462 |
| 19 | 2,830 | 2.629 |
| 20 | 3,448 | 3.203 |
| 21 | 3,448 | 3.203 |
| 22 | 2,830 | 2.629 |
| 23 | 2,132 | 1.980 |
| 24 | 2,214 | 2.056 |
| 25 | 2,132 | 1.980 |
| 26 | 2,651 | 2.462 |
| 27 | 3,186 | 2.959 |
| 28 | 2,651 | 2.462 |
| 29 | 2,651 | 2.462 |
| 30 | 3,186 | 2.929 |
| 31 | 2,651 | 2.462 |
| 32 | 2,651 | 2.462 |
| 33 | 3,186 | 2.959 |
| 34 | 2,651 | 2.462 |
| 35 | 2,132 | 1.980 |
| 36 | 2,214 | 2.056 |
| 37 | 2,132 | 1.980 |
| 38 | 2,132 | 1.980 |
| 39 | 2,270 | 2.108 |
| 40 | 2,132 | 1.980 |
| 41 | 2,651 | 2.462 |
| 42 | 3,186 | 2.959 |
| 43 | <u>2,651</u> | <u>2.462</u> |
| | 107,662 | 100.000 |

DOC. NO.

2034932

OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA
CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

APRIL 23rd 8:00 AM 2003

JOEL T. BROOKMAN COUNTY RECORDER

BY Deputy

FEE 45.00 SURCHARGE 5.00

CASH ☐ CHECK ☒ ESROW ☐

WELL ☐ CHARGE ☐

CHARGE TO: _____

O/R _____

2034932

FILE

NO. 411 P. 1/11
DECLARATION - \$15.00 + 5.00
FLOOR PLANS - \$30.00
\$45.00 + 5.00

Common Interest Community No. 190

Condominium

DEEG POND CONDOMINIUM

TENTH AMENDMENT TO DECLARATION

THIS AMENDMENT is made as of this 17th day of April, 2003 by Brian and Charles Developers, LLC, a Minnesota limited liability company ("Declarant"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS:

On June 3, 1997, Tilsen Homes, Inc., a Minnesota corporation ("Original Declarant") executed a certain Declaration establishing Common Interest Community No. 190 under the name Deeg Pond Condominium, which Declaration was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1428599 ("Declaration").

On May 5, 1998, Original Declarant executed a certain First Amendment to Declaration, which First Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1504850 ("First Amendment").

On February 8, 1999, Original Declarant executed a certain Second Amendment to Declaration, which Second Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1578812 ("Second Amendment").

On January 26, 2000, McKin Developers, LLC, a successor declarant, executed a certain Third Amendment to Declaration, which Third Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1677913 ("Third Amendment").

CURRENT 2003 TAXES PAID ON
THIS 23rd DAY OF April, 2003
DAKOTA COUNTY
TREASURER-AUDITOR KS

1

No Delinquent Taxes
This 23rd Day of April, 2003
Carol Schmitt
Dakota County Treasurer-Auditor KS

On September 22, 2000, Holly Hill Townhomes, Inc., a successor declarant, executed a certain Fourth Amendment to Declaration, which Fourth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1722502 ("Fourth Amendment").

On October 31, 2000, Brian and Charles Developers, LLC, a successor declarant, executed a certain Fifth Amendment to Declaration, which Fifth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1731963 ("Fifth Amendment").

On April 20, 2001, Brian and Charles Developers, LLC, a successor declarant, executed a certain Sixth Amendment to Declaration, which Sixth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1789978 ("Sixth Amendment").

On September 28, 2001, Yorway Custom Home Builders, Inc., a successor declarant, executed a certain Seventh Amendment to Declaration, which Seventh Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1815655 ("Seventh Amendment").

On June 26, 2002, Yorway Custom Home Builders, Inc., a successor declarant, executed a certain Eighth Amendment to Declaration, which Eighth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1910083 ("Eighth Amendment").

On June 27, 2002, Brian and Charles Developers, LLC, a successor declarant, executed a certain Ninth Amendment to Declaration, which Ninth Amendment was recorded with the County Recorder for Dakota County, Minnesota as Document No. 1910892 ("Ninth Amendment").

In Section 23.01 of the Declaration the Declarant reserved the right to add Additional Real Estate pursuant to Section 515B.2-106(f) of the Act.

The time limit for exercise of the reserved right has not expired.

The Period of Declarant Control specified in the Declaration has expired.

Declarant herein is a successor declarant, as such term is used in the Act, to Original Declarant, and is the transferee of special declarant rights as required by M.S.515B.3-104, and is therefore the Declarant of this Tenth Amendment.

The Declarant now wishes to add and incorporate into this common interest community certain real estate legally described in Exhibit A hereto attached, which real estate includes six (6) additional units, as described herein.

The real estate described in Exhibit A is a portion of the Additional Real Estate described in the Declaration.

Attached hereto as Exhibit B is a reallocation of interests in the common elements and of common expenses.

Attached hereto as Exhibit C is evidence of service of notice of intent to add units pursuant to Section 2-111(b)(1) of the Act.

NOW THEREFORE, Declarant hereby enacts the following Amendment to the Declaration, in accordance with the requirements of the Declaration and the Act, for the purpose of subjecting that portion of the Additional Real Estate which is described in Exhibit A to the Act as a part of this common interest community, hereby declaring that said portion of the Additional Real Estate shall be divided, held, transferred, conveyed, sold, leased, occupied and developed subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration and this Amendment, all of which shall run with the land and be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns. By doing so, Declarant is subjecting its entire fee interest in the added real estate to the Declaration, and is not reserving or withholding a ground lease or creating any kind of leasehold estate.

1. DECLARANT ADDS ADDITIONAL REAL ESTATE

Declarant hereby adds the real estate described in Exhibit A hereto attached to this common interest community, and creates six (6) additional units thereon.

2. CIC PLAT

A Tenth Supplemental CIC Plat is being recorded simultaneously with, and as a part of, this Amendment.

3. IDENTIFICATION OF ADDITIONAL UNITS

The unit identifier of each unit is shown on the CIC Plat, First Supplemental CIC Plat, Second Supplemental CIC Plat, Third Supplemental CIC Plat, Fourth Supplemental CIC Plat, Fifth Supplemental CIC Plat, Sixth Supplemental CIC Plat, Seventh Supplemental CIC Plat, Eighth Supplemental CIC Plat, Ninth Supplemental CIC Plat or Tenth Supplemental CIC Plat.

4. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Each unit created by the Declaration, the prior Amendments and this Amendment is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association specified in Exhibit B attached to this Amendment subject to the qualifications set forth in Section 9.01 of the Declaration. Each unit is allocated one vote in the Association.

5. UNITS ARE RESIDENTIAL

All units are restricted to residential use.

6. LIMITED COMMON ELEMENTS

Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the Act, the bituminous driveways, concrete patios, balconies, certain concrete sidewalks, concrete stoops and certain other limited common elements, and the units to which each is allocated, are depicted in the CIC Plat, or in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Supplemental CIC Plat.

7. APPLICABILITY AND BINDING EFFECT

Except as specifically modified by this Amendment, the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, shall apply to the Additional Real Estate added hereby and all units created herein. Unless otherwise specifically set forth herein, all words and terms used in this Amendment shall have the same meaning set forth in the Declaration.

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

BRIAN AND CHARLES DEVELOPERS, LLC

By: 

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 17th day of April, 2003, by Brian McCarthy, the Chief Manager of Brian and Charles Developers, LLC, a Minnesota limited liability company, on behalf of the company.


Notary Public

THIS DOCUMENT DRAFTED BY:

N. Walter Graff
Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402-4690

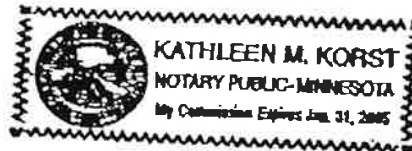



EXHIBIT A TO TENTH AMENDMENT TO DECLARATION

LEGAL DESCRIPTION OF REAL ESTATE BEING ADDED

 Lots 7 and 8, Block 1, Deeg Pond, Dakota County, Minnesota,
according to the recorded plat thereof,
together with appurtenant easements of record;

the remaining Additional Real Estate being Outlot B, Deeg Pond, Dakota County, Minnesota.

EXHIBIT B TO TENTH AMENDMENT TO DECLARATION
ALLOCATION OF INTEREST IN THE COMMON ELEMENTS

DEEG POND - 10TH SUPPLEMENT
UNIT AREA ALLOCATIONS

| <u>UNIT</u> | <u>AREA (S.F.)</u> | <u>%</u> |
|-------------|--------------------|----------|
| 1 | 2078 | 1.722 |
| 2 | 2033 | 1.684 |
| 3 | 2033 | 1.684 |
| 4 | 2078 | 1.722 |
| 5 | 2078 | 1.722 |
| 6 | 2273 | 1.884 |
| 7 | 2273 | 1.884 |
| 8 | 2078 | 1.722 |
| 9 | 2651 | 2.198 |
| 10 | 3186 | 2.641 |
| 11 | 2651 | 2.198 |
| 12 | 1915 | 1.588 |
| 13 | 1967 | 1.631 |
| 14 | 1967 | 1.631 |
| 15 | 1915 | 1.588 |
| 16 | 2651 | 2.198 |
| 17 | 3186 | 2.641 |
| 18 | 2651 | 2.198 |
| 19 | 2830 | 2.346 |
| 20 | 3448 | 2.859 |
| 21 | 3448 | 2.859 |
| 22 | 2830 | 2.346 |
| 23 | 2132 | 1.768 |
| 24 | 2214 | 1.836 |
| 25 | 2132 | 1.768 |
| 26 | 2651 | 2.198 |
| 27 | 3186 | 2.641 |
| 28 | 2651 | 2.198 |
| 29 | 2651 | 2.198 |
| 30 | 3186 | 2.641 |
| 31 | 2651 | 2.198 |
| 32 | 2651 | 2.198 |
| 33 | 3186 | 2.641 |
| 34 | 2651 | 2.198 |
| 35 | 2132 | 1.768 |
| 36 | 2214 | 1.836 |
| 37 | 2132 | 1.768 |
| 38 | 2132 | 1.768 |
| 39 | 2270 | 1.882 |
| 40 | 2132 | 1.768 |
| 41 | 2651 | 2.198 |
| 42 | 3186 | 2.641 |
| 43 | 2651 | 2.198 |

| | | |
|----|---------|---------|
| 44 | 2132 | 1.768 |
| 45 | 2214 | 1.836 |
| 46 | 2132 | 1.768 |
| 47 | 2132 | 1.768 |
| 48 | 2214 | 1.836 |
| 49 | 2132 | 1.768 |
| | <hr/> | <hr/> |
| | 120,618 | 100.000 |

EXHIBIT C TO TENTH AMENDMENT TO DECLARATION

AFFIDAVIT OF SERVICE ON ASSOCIATION

NOTICE OF INTENTION
TO ADD ADDITIONAL REAL ESTATE

TO: Deeg Pond Condominium Association, Inc.:

YOU WILL PLEASE TAKE NOTICE that Brian and Charles Developers, LLC, a Minnesota limited liability company, as successor Declarant, intends to add Additional Real Estate to Common Interest Community No. 190, Deeg Pond Condominium, in accordance with the option and right reserved by the original Declarant in the Declaration establishing said common interest community and pursuant to the provisions of Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act").

A copy of the Tenth Amendment to Declaration adding said Additional Real Estate is attached to this notice.

This notice is given pursuant to Section 515B.2-111(b) of the Act.

BRIAN AND CHARLES DEVELOPERS, LLC

Dated: April 2, 2003

By: s/ Brian McCarthy
Its: Chief Manager

014369/200036/234650_1

STATE OF MINNESOTA
COUNTY OF HENNEPIN

AFFIDAVIT OF SERVICE

METRO LEGAL SERVICES

Thomas J. Quinn, being duly sworn, on oath says: that on the 2nd day of April, 2003, at 6:15 p.m. (s)he served the attached Notice of Intention to Add Additional Real Estate and Tenth Amendment to Declaration upon Deeg Pond Condominium Association, Inc. therein named, personally at 1318 McAndrews Road, Burnsville, County of Dakota, State of Minnesota, by handing to and leaving with Chris Heilinger, President, a true and correct copy thereof.

Subscribed and sworn to before me,
April 3, 2003.



Notary Public



Charge \$80.00

Re: 14369-20038