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TOWNE LAKES

AMENDED AND RESTATED MASTER DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

RETURN TO:

LAND TITLE, INC. ENV
SUITE 200
1900 SILVER LAKE ROAD
NEW BRITTON, MN 55112
FILE NO. 232020

MR

TOWNE LAKES AMENDED AND RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

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**AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

Towne Lakes

This Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements (the "Master Declaration"), is made and executed this 3rd day of December, 2003, by Contractor Property Developers Company, a Minnesota corporation (the "Master Developer"), with the written approval of Members (as defined herein) holding at least sixty-seven percent of the votes of all Members.

WITNESSETH

WHEREAS, the Master Developer caused to be executed, and recorded against the Property in the Office of the Wright County Recorder, a certain Master Declaration of Covenants, Conditions, Restrictions and Easements, as Document No. 791007 (the "Original Master Declaration"); and

WHEREAS, the Original Declaration subjected that certain real property located in Wright County, Minnesota, and legally described in Exhibit A attached hereto (the "Property") to the terms, covenants, conditions, restrictions and easements contained therein; and

WHEREAS, the Master Developer has the option to add the real property legally described in Exhibit B attached hereto (the "Additional Property") to the Property; and

WHEREAS, the Original Master Declaration established a general plan of development and improvement for the Property, and any Additional Property annexed thereto; and

WHEREAS, the Master Developer has established the Master Association, as defined in this Master Declaration, to act as a "master association" within the meaning of the

Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended ("MCIOA"), for the purposes described in this Master Declaration; and

WHEREAS, the real property served by the Master Association will include real property exempt from MCIOA by reason of the exclusion set forth in Minnesota Statutes Section 515B.1-102(e)(2) and may, if Additional Property is subjected to the Master Declaration, include real property subject to MCIOA; and

WHEREAS, the Master Developer desires to amend and restate in its entirety the Original Master Declaration, and to provide for the administration of certain services for the Property, the enforcement of the covenants, conditions and restrictions contained in this Master Declaration; and the preservation of the value, amenities and architectural character of the Property, and to this end wishes to subject the Property to this Master Declaration; and

WHEREAS, the Property and any Additional Property subjected to the Master Declaration shall not, collectively, constitute a separate common interest community.

THEREFORE, the Master Developer subjects the Property to this Master Declaration, declaring (i) that this Master Declaration shall constitute covenants to run with the Property, (ii) that the Property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in this Master Declaration, all of which shall be binding upon all Persons having or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns, and (iii) that this Master Declaration shall revoke, replace and supersede in its entirety the Original Master Declaration.

SECTION 1

DEFINITIONS

The definitions in this Master Declaration are for reference only, and shall not affect any apparently similar or related definitions contained in any governmental law, ordinance or regulation. Terms not otherwise defined shall have the meanings ascribed to them in MCIOA. The following terms, as used in this Master Declaration, shall have the following meanings:

1.1 "Additional Property" means the real property described in Exhibit B attached hereto, and all improvements located thereon, now or in the future, which Additional Property the Master Developer has the unilateral right to add to the Property.

1.2 "Articles of Incorporation" means the Articles of Incorporation of the Master Association as they may exist from time to time.

1.3 "Auxiliary Dwelling" means a separate building other than a Dwelling, located within a Unit in other than a CIC Neighborhood and meeting the requirements established by this Declaration, the Master A.R.C. and the City.

- 1.4 "Builder" means a Person who acquires a Unit from the Master Developer or the Neighborhood Developer for the construction and sale of a Dwelling within the Unit.
- 1.5 "CIC Neighborhood" means a Neighborhood in which all Units are subject to MCIOA.
- 1.6 "City" means the City of Albertville, Minnesota.
- 1.7 "Design Guidelines" means the Architectural Review & Design Guidelines for Towne Lakes described in Section 8.4.5.
- 1.8 "Dwelling" means all or part of a building consisting of one or more floors, designed and intended for occupancy as a single family residence, and constituting or located within a Unit. Dwellings may be attached or detached structures. The Dwelling includes any garage located within the boundaries of the Unit in which the Dwelling is located.
- 1.9 "Improvement" means any physical improvement of any kind, including without limitation any building, wall, fence, sign, enclosure, screening, utilities system, communications system, irrigation or drainage system, pond, roadway, trail, planting, landscaping, or any other type of structure or physical improvement, and any additions or changes thereto, located on the Property.
- 1.10 "Landscape Requirements" means the Landscape Policy & Requirements described in Section 8.4.8.
- 1.11 "Master Annual Assessment" means a Master Assessment levied annually under Section 6.2.1 of this Master Declaration.
- 1.12 "Master Architectural Review Committee" or "Master A.R.C." means that committee of the Master Association which makes determinations concerning architectural standards for the Property as provided in Section 8 of this Master Declaration
- 1.13 "Master Assessments" means, collectively, all assessments for Common Expenses levied by the Master Association under Section 6 of this Master Declaration.
- 1.14 "Master Association" means Towne Lakes Community Association, a nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A and Section 515B.2-121(a) of MCIOA, and its successors and assigns. The Association is a "master association" as defined in MCIOA.
- 1.15 "Master Board" or "Master Board of Directors" means the board of directors of the Master Association, which is the governing body of the Master Association.
- 1.16 "Master Bylaws" means the Bylaws of the Master Association as amended from time to time.

1.17 "Master Common Elements" means all portions of the Property, or interests therein, now or hereafter owned by the Master Association and intended for the common use and enjoyment of the Owners and Occupants and their invitees. The Master Common Elements are described in Exhibit C. Exhibit C may be amended from time to time to include additional Master Common Elements as authorized by Sections 2.2 and 2.3.

1.18 "Master Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Master Association and incident to its operation, including without limitation any allocations to reserves.

1.19 "Master Developer" means Contractor Property Developers Company, and its successors and assigns, and to any Person who, pursuant to the terms of this Master Declaration or MCIOA, succeeds to any the Master Developer Rights.

1.20 "Master Developer Control Period" means the time period during which the Master Developer has the exclusive right to appoint the members of the Master Board, as described in Section 13 of this Master Declaration.

1.21 "Master Developer Rights" means the exclusive rights reserved to the Master Developer to control the Master Association and complete the development of the Property, as described in Section 13 of this Master Declaration.

1.22 "Master Declaration" means this instrument and all exhibits hereto, as amended from time to time, recorded in the office of the Wright County Recorder.

1.23 "Master Governing Documents" means this Master Declaration, and the Articles of Incorporation and Bylaws of the Master Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.24 "Master Rules" means rules, as may be approved from time to time by the Master Board, which relate to the Master Association's affairs, or the use or operation of the Property, and apply to the entire Property.

1.25 "Master Special Assessment" means a Master Assessment levied under Section 6.3 of this Master Declaration.

1.26 "Member" means a member of the Master Association as described in Section 4.4 of this Master Declaration. The terms "Member" and "Neighborhood Association" may be used interchangeably in the Master Governing Documents.

1.27 "Mortgagee*" means a Person which is the holder of a loan secured by a mortgage on any portion of the Property, and its successors and assigns.

1.28 "Neighborhood" means a group of two or more Units, and their related Neighborhood Property (if any), which is designated as a Neighborhood in accordance with Section 4.3 of this Master Declaration.

1.29 "Neighborhood Assessment" means a Master Assessment levied against a certain Neighborhood Association, but not all Neighborhood Associations, in accordance with Section 6.4 of this Master Declaration.

1.30 "Neighborhood Association" or "Neighborhood Associations" means the owners' association or associations formed to govern a certain Neighborhood or Neighborhoods.

1.31 "Neighborhood Board" means the Board of Directors of a Neighborhood Association.

1.32 "Neighborhood Common Expenses" means all expenditures lawfully made or incurred by a Neighborhood Association for the benefit of that Neighborhood, and incident to the operation of that Neighborhood, including without limitation any allocation to reserves.

1.33 "Neighborhood Declarant" means a declarant, as defined in MCIOA, with respect to a CIC Neighborhood.

1.34 "Neighborhood Developer"* means a Person (i) which acquires Units from the Master Developer, in other than a CIC Neighborhood, for development and resale, and (ii) which is named as the developer of the Neighborhood in the Neighborhood Governing Documents for that Neighborhood.

1.35 "Neighborhood Director"* means a member of a Neighborhood Board.

1.36 "Neighborhood Governing Documents" means the articles of incorporation, bylaws, and declaration or other recorded instrument, creating or governing a Neighborhood or Neighborhoods.

1.37 "Neighborhood Plat" means the recorded plat or part thereof depicting a Neighborhood pursuant to the requirements of MCIOA, or Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended plat, supplemental plat or replat recorded from time to time.

1.38 "Neighborhood Property" means all real property which is subject to the Neighborhood Governing Documents of a Neighborhood or Neighborhoods.

1.39 "Neighborhood Rules" means rules approved from time to time by a Neighborhood Board or Neighborhood Boards, which only apply to a particular Neighborhood or Neighborhoods.

1.40 "Occupant" means any person other than an Owner occupying a Dwelling.

1.41 "Owner" means the owner of a Unit. The term Owner shall exclude a Mortgagee, contract for deed vendor and other secured party, and any holder of reversionary interest in a life estate, unless and until such Person acquires the fee title to the Unit.

1.42 "Person" means a natural person, corporation, limited liability company, partnership, limited liability partnership or other legal entity.

1.43 "Property" means the real property subject to this Master Declaration, and other property which is subsequently subjected to this Master Declaration from time to time, together with all Improvements located thereon.

1.44 "PUD Agreement" means that City of Albertville Master Planned Unit Development Agreement Towne Lakes dated August 6, 2001, between the Master Developer and the City as amended from time to time.

1.45 "Shoreline Conservation Easement" means that easement described in Section 5.7.

1.46 "Shoreline Conservation Easement Monuments" means the permanent monuments marking the Shoreline Conservation Easement Area.

1.47 "Unit(s)" means (i) a platted lot subject to this Master Declaration upon which a Dwelling is located or intended to be located, or (ii) a part of a CIC Neighborhood containing one or more levels or rooms which is intended for separate ownership, the boundaries of which are described in the Neighborhood Governing Documents and identified as a Unit on a recorded plat for part of the Property pursuant to the requirements of Section 515B.2-110(c) of MCIOA.

SECTION 2

PROPERTY

2.1 Property. The Property subject to this Master Declaration is described in Exhibit A attached hereto. Exhibit A may be amended from time to time to include other property, as authorized by Sections 2.2 and 2.3.

2.2 Annexation of Additional Property. The Master Developer may, but is not obligated to, subject all or any part of the Additional Property described in Exhibit B to this Master Declaration as part of the Property; provided, that such additions shall be timed so as to accommodate the recording of the Neighborhood Governing Documents relating to any Neighborhood to be located on such Additional Property. This right shall be exercised by the Master Developer in accordance with the provisions of Section 14 of this Master Declaration. Any property so annexed may be designated as Master Common Elements, or Units or other Neighborhood Property.

2.3 Annexation of Other Property. In addition to the Additional Property, other real property may be annexed to the Property and subjected to this Master Declaration with the prior written approval of (i) the Master Board, (ii) the Master Developer so long as the Master Developer owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration, (iii) the Neighborhood Developer or Neighborhood Declarant of any new Neighborhood to be located on the property being

added, and (iv) the Neighborhood Declarant or Neighborhood Developer of any Neighborhood to which the property is being added so long as it owns an unsold Unit for sale in the existing Neighborhood. Any property so annexed may be designated as Master Common Elements, or Units or other Neighborhood Property. The Master Governing Documents shall be amended, as necessary, to subject the property to this Master Declaration, and to reallocate Master Common Expense obligations, voting rights and memberships, and the amendment to the Master Declaration shall be recorded.

2.4 Deannexation of Property. Portions of the Property may be deannexed and withdrawn from this Declaration subject to the following requirements: (i) the Property shall be owned by the Master Developer, (ii) the deannexation shall be approved by the Master Developer and Master Board, and (iii) an amendment to this Declaration describing the deannexation and the parcel being deannexed shall be executed by the Master Developer and the Master Association, consented to by any mortgagee of the deannexed parcel, and recorded. Upon recording of the amendment, the deannexed parcel shall no longer be subject to this Master Declaration.

2.5 Interests Subject to Plan of Development. Every Owner, Neighborhood Declarant, and Neighborhood Developer, and any secured party or other Person holding or acquiring an interest in a Unit, shall take title or hold such interest subject to the Master Developer's rights pursuant to this Master Declaration. Notwithstanding anything to the contrary in this Master Declaration, the Master Developer's rights or obligations under the Master Governing Documents may not be changed in whole or in part without the prior written consent of the Master Developer, which consent may be granted or denied in the Master Developer's sole and absolute discretion.

SECTION 3

ASSOCIATION STRUCTURE, AUTHORITY AND MEMBERSHIP

3.1 Formation/Purposes/Powers. The Master Developer has formed the Master Association as a Minnesota non-profit corporation pursuant to Minnesota Statutes Chapter 317A and Section 515B.2-121(a) of MCIOA. The Master Association is formed, and shall have the obligation and the power, to perform the following functions:

3.1.1 To perform the maintenance obligations set forth in Section 9 of this Master Declaration.

3.1.2 To administer and enforce the covenants, conditions, restrictions, easements, and other rights and obligations, set forth in the Master Governing Documents and the Master Rules.

3.1.3 To control, preserve and enhance the architectural and environmental character of the Property.

3.1.4 To promote the sense of community among Owners and Occupants by organizing, promoting and sponsoring community and social events and activities.

3.1.5 To administer and enforce the covenants, conditions, restrictions, easements and other rights and obligations set forth in a Neighborhood's Governing Documents or Neighborhood's Rules if (i) the Master Association determines the Neighborhood Association has failed to administer or enforce a covenant, condition, restriction, easement, or other right or obligation set forth in the Neighborhood Governing Documents or Neighborhood Rules, (ii) such failure to administer and enforce is found by the Master Association to cause material harm, nuisance, damage, loss of value, or adverse impact on any Property, Occupant, Owner within another Neighborhood and (iii) the responsible Neighborhood Association fails to administer or enforce such covenant, condition, restriction, easement, or other right or obligation within sixty days following Master Association's written notice to the Neighborhood Board.

3.1.6 To review and resolve disputes or disagreements between Neighborhood Associations. The decision by the Master Association shall be binding upon the Neighborhood Associations subject to the Neighborhood Associations' rights afforded by law to commence and pursue legal action in Wright County District Court or Federal Court within the State of Minnesota.

3.1.7 To perform any other obligation or power delegated to the Master Association by a Neighborhood Association in accordance with and subject to the Neighborhood Governing Documents and MCIOA provided such delegated obligation or power has been accepted by (i) approval of the Master Board on behalf of the Master Association and (ii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration.

3.2 Authority and Administration. The operation and administration of the Master Association shall be governed by the Master Governing Documents, the Master Rules, MCIOA and the Minnesota Non-profit Corporation Act, Minnesota Statutes Chapter 317A (the "Corporate Act").

3.2.1 The Master Association is responsible for the overall operation, management and control of the Property. The Master Association shall have and exercise all powers relating to the operation and maintenance of the Property on behalf of its Members and all Owners and Occupants; except to the extent that such powers are expressly reserved to one or more of the Neighborhood Associations or relinquished by the Master Association in accordance with the procedures described in the Master Bylaws. All Neighborhood Governing Documents shall contain provisions delegating the powers of those Neighborhood Associations to the Master Association, subject to the foregoing reservation or relinquishment of powers.

3.2.2 All power and authority of the Master Association is vested in the Master Board, unless action or approval by the Members is specifically required by the Master Governing Documents or MCIOA. All references to the Master Association mean the Master Association acting through the Master Board unless specifically stated to the contrary.

3.2.3 It is recognized that the interests of the Members may be served in the future by expanding or restricting the Master Association's powers. The powers of the Master Association may be expanded by amending this Master Declaration, and the Master Bylaws if necessary for consistency, and the Neighborhood Governing Documents for the Neighborhoods which are affected by the change in powers, if necessary.

3.3 Neighborhoods. Each parcel or parcels of land intended for development under a single Neighborhood Association shall be designated as a Neighborhood in the declaration or other recorded instrument creating or adding to the Neighborhood. Two or more Units which share physical or operational characteristics, or other common interests, may be included in a Neighborhood. By way of illustration and not limitation, a condominium, planned community or single family detached housing group may be designated as a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type. New, additional Neighborhoods may be created or added pursuant to Section 2.2 or 2.3, or replatted from existing outlots. Neighborhoods are subject to division or combination into more or fewer Neighborhoods in accordance with the Master Governing Documents.

3.3.1 A Neighborhood shall be created by, and the Units within a Neighborhood shall be subject to, a declaration or similar recorded instrument containing covenants, conditions, restrictions and easements consistent with the Master Governing Documents. The Master Developer, and the Neighborhood Declarant or Neighborhood Developer of the Neighborhood in question, shall ensure that the Neighborhood Governing Documents authorize the Master Association to exercise the powers described in this Master Declaration and are otherwise consistent with the Master Governing Documents. The Master Developer has the power to (i) redesignate Neighborhood boundaries, (ii) change the number of Units in a Neighborhood or (iii) combine or subdivide two or more Neighborhoods, subject to the requirements of Section 13 of this Master Declaration. The affected Neighborhood Governing Documents shall be amended as necessary to reflect such changes, and to fairly reallocate voting rights, Neighborhood Common Expense obligations and memberships.

3.3.2 In addition to the Master Developer's right to add to, subdivide or combine Neighborhoods under Section 13, a Neighborhood Declarant, a Neighborhood Developer or a Neighborhood Association may petition the Master Board for an addition to, or combination or subdivision of, a Neighborhood. The petition shall include specific details of the proposed change, together with any other information reasonably required by the Master Board. Unless otherwise

agreed by the Master Board, the Person(s) making the petition shall be responsible for the payment of all fees and costs in connection with the change. The Master Governing Documents and the affected Neighborhood Governing Documents shall be amended as necessary to reflect the change, and to fairly reallocate voting rights, Master Common Expense obligations and memberships. The amendments must be approved in writing by (i) the Neighborhood Boards of the affected Neighborhoods; (ii) the Master Board; (iii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration; and (iv) the Neighborhood Declarant or Neighborhood Developer of an affected Neighborhood so long as it owns an unsold Unit for sale in the Neighborhood.

3.3.3 Each Neighborhood shall have a Neighborhood Board, which shall be elected by the Owners of Units which are located in that Neighborhood. The Neighborhood Board shall administer the affairs of the Neighborhood Association in accordance with the Neighborhood Governing Documents for that Neighborhood.

3.3.4 Except as expressly authorized by this Master Declaration, no Neighborhood shall be terminated, no Neighborhood Governing Documents shall be amended, and no Neighborhood Association shall be dissolved or subjected to bankruptcy or insolvency proceedings, without the prior written approval of (i) the Master Board, (ii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject Additional Property to this Master Declaration, and (iii) the Neighborhood Developer or Neighborhood Declarant so long as it owns an unsold Unit for sale in the Neighborhood.

3.4 Membership. Membership in the Master Association is governed by the following qualifications:

3.4.1 Each Neighborhood Association shall have one or more memberships in the Master Association as provided in the Master Bylaws, subject to the qualifications set forth in this Section 3.4. The membership shall attach to a Neighborhood Association at the time the declaration or other recorded instrument creating the Neighborhood is recorded. Except as expressly provided in this Master Declaration, a membership shall be appurtenant to and shall not be separated from the Neighborhood Association to which it is attached, and shall be automatically transferred to any successor Neighborhood Association.

3.4.2 Rights with respect to a membership shall be exercised by the Neighborhood Board, or representatives elected from among the Neighborhood Board members, as provided in the Master Bylaws.

3.4.3 No Person holding a security interest in any part of the Property shall be a Member solely by reason of such interest.

3.4.4 Additional memberships in the Master Association may be created only by (i) subjecting Additional Property or other property to this Master Declaration, and creating one or more Neighborhoods on the annexed property, or (ii) subdividing a Neighborhood and creating two or more new Neighborhoods, in accordance with the requirements of this Master Declaration.

3.4.5 Memberships may be combined upon the combination of one or more Neighborhoods in accordance with the requirements of this Master Declaration. One membership shall attach to each surviving Neighborhood Association.

3.5 Member Voting. The Neighborhood Associations constitute the sole class of voting Members. The Members' voting rights and voting procedures are set forth in the Master Bylaws.

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

3.7 Master Board of Directors. The Master Association's affairs are administered and managed by the Master Board of Directors, as provided in the Master Bylaws. Directors shall be elected, serve and exercise their powers as provided in the Master Bylaws.

3.8 Scope and Binding Effect of Actions. All agreements and determinations made by the Master Association in accordance with the powers and purposes established by the Master Governing Documents are binding upon all Persons having any interest in or using the Property.

3.9 Management. The Master Board may delegate to a manager or managing agent the management duties imposed upon the Master Association's officers and directors by the Master Governing Documents. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Master Governing Documents and by law. The Master Developer and/or an affiliate of the Master Developer may be employed as the manager of the Master Association and/or the Property pursuant to a separate, written agreement, subject to termination as provided by MCIOA or the management agreement.

3.10 Master Rules. The Master Board has the exclusive authority to approve and implement such reasonable Master Rules as it deems necessary from time to time for the purpose of exercising and implementing its powers; provided that the Master Rules shall not be inconsistent with the Master Governing Documents or MCIOA. The inclusion in other parts of the Master Governing Documents of authority to approve Master Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Master Rules shall be effective only (i) after thirty days' prior notice, with copies

of the changes to the Master Rules, has been given to the Members and Owners, and (ii) with the prior written consent of the Master Developer so long as the Master Developer owns an unsold Unit or has the right to subject Additional Property to this Master Declaration.

3.11 Appointment of Officers and Directors by the Master Developer. The Master Developer has the exclusive right to appoint the officers and directors of the Master Association during the Master Developer Control Period, as set forth in Section 12.

SECTION 4

MASTER COMMON ELEMENTS AND PROPERTY RIGHTS

4.1 General. Those parts of the Property owned by the Master Association and not included within the Units constitute Master Common Elements, which shall be owned by the Master Association for the benefit of the Owners and Occupants. The Owners and Occupants shall have a reasonable right of use and enjoyment in the Master Common Elements. The rights, easements and obligations attributable to a Unit shall pass with the title to the Unit as an appurtenance thereto, whether or not specifically described.

4.2 Management and Operation. Except as otherwise expressly provided in the Master Governing Documents, the Master Association shall manage, operate, maintain, repair and replace the Master Common Elements. Master Common Expenses for the operation of the Master Association, and the maintenance, repair, replacement and management of the Master Common Elements, shall be assessed against and collected from the Members in accordance with Section 6.

4.3 Title to Master Common Elements. When Additional Property or other property is subjected to this Master Declaration, title to that portion of such Additional Property or other property constituting Master Common Elements shall simultaneously be conveyed to the Master Association. Master Common Elements shall be conveyed and owned subject to: (i) building and zoning laws, and state and federal regulations; (ii) reservations of mineral rights in the State of Minnesota; (iii) the lien of real estate taxes not yet due and payable; (iv) this Master Declaration, and other agreements, easements, covenants, conditions and restrictions of record; and (vi) any exceptions which would be apparent from a survey or physical inspection of the property in question.

4.4 Pool. As of the date of this Declaration, Lot 1, Block 5, Towne Lakes, Wright County, Minnesota is part of the Additional Property. After 100 Dwellings subject to this Master Declaration are constructed and occupied, or sooner at Master Developer's sole option, Master Developer shall construct a swimming pool upon said Lot 1, Block 5, and upon completion of construction of the pool, Lot 1, Block 5 shall be conveyed to the Master Association as a Master Common Element, subject, however, to the right of the Master Developer to the exclusive use without charge or rent of any accessory building located on said Lot 1, Block 5 as the Master Developer's sales office so long as the Master Developer owns an unsold Unit or has the right to subject Additional Property to this

Master Declaration. Use of the pool shall be limited to Owners, Occupants and their invitees.

4.5 Master Association Piers. By the terms of the City of Albertville's Towne Lakes Master Planned Unit Development Agreement dated August 6, 2001, between Master Developer and City, the Master Developer may, in its discretion, but subject to City, county, Minnesota Department of Natural Resources, and other governmental rules, regulations and approvals, construct seasonal piers (the "Piers") on School Lake and Mud Lake from Lot 1, Block 5 of the Property and the City's public park areas adjacent to the Property. The Piers, if any, shall be maintained by the Master Association and use of the Piers by Owners, Occupants and their invitees shall be restricted, authorized, governed and controlled by the Master Association as provided in the Master Rules.

4.6 Right to Acquire Additional Master Common Element. The Master Developer has dedicated to the City certain parcels of land adjacent to the Property for use as public parks. By the terms of the PUD Agreement, if the City fails to make each of those parcels available for uses consistent with park purposes the Master Association may notify the City in writing of such failure and request that such parcel or parcels located within or adjacent to the Property be made available for park purposes. In the event the City fails to make such parcel or parcels located within or adjacent to the Property available for uses consistent with park purposes within ninety (90) days after receipt of written notice from the Master Association, the Master Association shall, under the terms of the PUD Agreement, have the right of reverter and may require the City to deed such parcels located within or adjacent to the Property and not made available for park purposes to the Master Association. If the Master Association exercises its right to acquire such parcels, they shall become a Master Common Element to be maintained by the Master Association for park purposes.

4.7 Additional Park Amenities. At the time that 100 Dwellings constituting or located within a Unit in the Property have received a Certificate of Occupancy or other comparable certification issued by the City and are occupied, the Master Association shall survey the then Owners regarding their desire to have additional playground equipment, a volleyball court, a tennis court and/or a parking lot installed at one or more of the publicly dedicated parks adjacent to the Property. The survey information to be provided by the Master Association to the Owners shall inform the Owners that if more than 50% of the Owners responding vote affirmatively to acquire, construct or install any of the afore-described amenities, the Master Association and Master Developer shall purchase, construct and install the approved amenities, the cost of acquiring, constructing and installing the amenities approved by a majority of the Owners responding to the survey shall be borne 50% by the Master Association and assessed to all of the Members pursuant to Section 6, to be levied and allocated by the Member among the Units in the Neighborhood in accordance with the Neighborhood Governing Documents without consideration to whether the Owner of the Unit voted in favor of or against the additional amenities, and the remaining 50% shall be borne by the Master Developer. The form of the survey to be distributed by the Master Association to the Owners and the design, type

and location of amenities proposed to be purchased, constructed and installed are subject to prior City approval.

4.8 Limitations on Rights and Easements. The easements and other rights of the Members, Owners and Occupants with respect to the Master Common Elements shall be subject to the obligations, conditions and restrictions described in this Master Declaration, all of which shall be appurtenant to and pass with the title to each Unit.

SECTION 5

EASEMENTS

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

5.1 Utilities and Drainage. There are non-exclusive easements in favor of any public authority or agency, or public or private provider, for the installation, maintenance, repair and replacement of storm and sanitary sewers, drainage systems, irrigation systems, storm water retention ponds and related facilities, and electrical, gas, and water lines, on, under and across the Property, as shown on the recorded plat(s) for the Property or described in other recorded instruments. No structure or other Improvement shall be erected or maintained, nor shall any fill or other material be placed in an easement area, which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or impede the flow of water over any drainage easements.

5.2 Communications. There are nonexclusive easements in favor of authorized providers of telephone, cable TV, fiber optics, security, data and other communications services on, under and across the Master Common Elements, and utilities easement areas shown on the recorded plat(s) for the Property or described in other recorded instruments, for the purpose of installing, replacing, repairing, maintaining and using equipment and other Improvements relating to the foregoing services.

5.3 Public Safety and Health. There are nonexclusive easements in favor of the City and other applicable governmental authorities or agencies as shall from time to time have jurisdiction over the Property, upon and across the unimproved portions of the Property for reasonable access to perform such duties related to law enforcement, fire protection, life safety, health and sanitation as reasonably required from time to time.

5.4 The Master Developer Rights. There are exclusive easements in favor of the Master Developer for the exercise of the Master Developer Rights, which easements shall terminate when the Master Developer no longer owns a Unit or has a right to add Additional Property to the Property, whichever is later.

5.5 Master Association Access. There is an exclusive easement in favor of the Master Association, including without limitation any management agent or service vendor retained by the Master Association, for access on and across the Neighborhood Property and the yard areas of Units, for the purpose of (i) performing the Master Association's

obligations under the Master Governing Documents, (ii) to maintain, repair and replace any retaining wall or barrier that supports, affects or impacts Master Common Elements, (iii) to maintain, repair and replace any retaining wall or barrier that is a continuation of any retaining wall required to be maintained by the Master Association or that is partially located across Master Common Elements, and (iv) to mow or otherwise maintain the street side of any landscape berm located adjacent to a public street, lane or thoroughfare. Except in the event of emergencies, this easement shall be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant directly affected.

5.6 Environmental Compliance. There are non-exclusive easements in favor of the Master Association, an applicable Neighborhood Association, the City and other applicable governmental authorities, and their respective agents, employees, successors, and assigns, on and across the Master Common Elements, Neighborhood Property and the yard areas of the Units for the purpose of taking any action necessary to effect compliance with environmental laws, and related Master Rules, regulations or procedures promulgated by the Master Board of or by any governmental authority. Such easements shall include without limitation the right to implement erosion control procedures, the right to drain and redirect water, the right to control access, and the right to correct any condition on the Property which violates any governmental restrictions. The exercise of these easement rights shall be in compliance with all applicable environmental laws and regulations.

5.7 Shoreline Conservation Easement. There is filed for record with the Wright County Recorder's Office a nonexclusive conservation easement (the 'Shoreline Conservation Easement'), as that term is defined in Minnesota Statutes Section 84C.01, in favor of the City, over, under, and across part of the Property that is contiguous to the shorelines of School Lake and Mud Lake as described in the recorded easement instrument ('Shoreline Conservation Easement Area') for the purpose of preserving the native trees, grasses and shrubs within the Shoreline Conservation Easement Area. Cutting, removing or altering the native vegetation, including but not limited to trees, grasses and shrubs, and the use of fertilizer or pesticides within the Shoreline Conservation Easement Area is prohibited.

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

5.9 Entrance Signs and Monuments. The Master Developer and the Master Association, or their designees, shall erect and maintain entrance monuments, signs and related Improvements identifying the Property or specific Neighborhoods or features, on

one or more portions of the Master Common Elements, Neighborhood Property Common Elements, parks or open areas dedicated to the City, or parts of one or more Units for which an exclusive easement is granted in favor of the Master Developer and the Master Association, or their designees, to erect, improve, maintain, repair and replace said entrance monuments, signs and related Improvements.

5.10 Public Trails. Public trails, if any, located on the Property, and the use of such trails, shall be subject to any restrictions set forth in any recorded documents regulating or granting easements over the trail areas. The Master Board may adopt Master Rules, or the City may adopt ordinances, for the regulation and safety of such trails. Unless otherwise provided in a recorded easement document signed by the Master Developer or Master Association and the City, such trails shall be restricted to pedestrian use, and no motorized vehicles or other motorized transportation devices shall be permitted on any such trail except for motorized devices used by disabled or handicapped persons.

5.11 Alley Easements. Certain Units are subject to and are the beneficiary of an easement for the benefit of those Units, the Owners and Occupants of such Units and the invitees of such Owners and Occupants, for alley, vehicular access and maneuvering purposes, pedestrian access and walkway purposes over and across portions of the Units which are paved or intended to be paved or otherwise surfaced, now or in the future, by Master Developer for use as an alley and maneuvering area for the exclusive benefit of the Units upon which the alley is located. The Master Association also has an easement over the alley for the purpose of performing repairs, replacement and maintenance of the alleys.

5.12 Restriction on Third Party Easement Grants. No Owner, Member, Neighborhood Association, Neighborhood Declarant nor Neighborhood Developer shall grant any easement or similar rights upon any portion of the Property without the prior written approval of the Master Developer so long as the Master Developer has the right to subject Additional Property to the Declaration or owns an unsold Unit for sale; provided, that such approval shall not be unreasonably withheld if the easement is for a purpose consistent with the Neighborhood Governing Documents and does not prejudice the rights of any Owners, the Master Developer, or any Neighborhood Declarant or Neighborhood Developer.

5.13 Continuation, Use and Scope of Easements. The rights and easements granted or reserved by this Section 5 shall be permanent and appurtenant, unless otherwise indicated. The easements shall supplement and not limit any easements described elsewhere in this Master Declaration or any recorded instrument. The easements shall be subject to such limitations as to location and routing as may be imposed by any governmental authority or the Master Association. The easements shall include reasonable access over and across the Property to maintain, repair, replace and reconstruct any Improvements installed or constructed in the easement areas. Persons exercising easement rights shall take reasonable care to avoid damaging the Property, and shall promptly repair any damage which they or their employees or agents caused, or reimburse the Master Association for all costs of repair if it undertakes the repair.

5.14 Creation of Additional Easements. The Master Developer hereby reserves the right, in the event that part or all of the Additional Property is not added to the Property, to have, use, create, grant and convey the following easements for the benefit of the Additional Property not added (the "Excluded Property"), for the following purposes and under the following conditions:

5.14.1 To connect any utilities, cable TV, data, electronic communication or other service systems or facilities constructed on the Excluded Property to any utilities, cable TV, data, electronic communication or other systems providing services to the Property, including the right to utilize such facilities and services as are located within or serve the Property.

5.14.2 To have reasonable access over and under the Property to install, repair, maintain and replace all utilities and related facilities and systems installed on the Excluded Property, and to do such other acts as are necessary to connect with and utilize such services, facilities and systems located on the Property..

5.14.3 To have reasonable access to the Excluded Property.

5.14.4 To cause to be recorded against the Property and the Excluded Property such instruments as may be reasonably necessary to create and memorialize any of the foregoing rights and easements. The Master Association and the Neighborhood Associations shall, upon the Master Developer's reasonable request, join in executing any such instruments, and shall otherwise cooperate with the Master Developer in furtherance of the establishment of the rights and easements referred to herein.

5.14.5 Notwithstanding the foregoing, the Master Developer or any other owner of an Excluded Parcel, as applicable, shall be responsible to pay its fair share of the maintenance, repair and replacement of any Improvements which are utilized by or for the benefit of the Excluded Property, and all costs associated with changes or damage to Improvements caused by the installation, use or maintenance of the services or facilities by the Master Developer or its successors or assigns.

SECTION 6

ASSESSMENTS FOR MASTER COMMON EXPENSES

6.1 General. The Master Association has authority to levy Master Assessments against the Members. Master Assessments for Master Common Expenses shall be determined and assessed against the Members by the Master Board, in its discretion; subject to the requirements and procedures set forth in this Section 6, and the requirements of the Master Bylaws. Master Assessments shall include Master Annual Assessments under Section 6.2, and may include Master Special Assessments under Section 6.3 and Neighborhood Assessments under Section 6.4. Subject to Section 6.5, Master Annual and Master Special Assessments shall be levied by the Master Board against all Members and allocated among all Members substantially in proportion to the number

of Units in the Member Neighborhood Associations. Master Assessments allocated to a Neighborhood Association shall be reallocated by the Neighborhood Association among the Units in the Neighborhood as provided in the Neighborhood Governing Documents for that Neighborhood. Notice of Master Assessments shall be given to the Members as provided in the Master Bylaws.

6.2 Master Annual Assessments. Master Annual Assessments shall be established and levied by the Master Board subject to the following qualifications:

6.2.1 Each Master Annual Assessment shall cover all of the anticipated Master Common Expenses of the Master Association for that year which are to be shared by all Members. Master Annual Assessments shall be payable in monthly, quarterly or annual installments, as determined by the Master Board. Master Annual Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of those parts of the Property, and improvements located outside of the Property, for which the Master Association is responsible.

6.2.2 The increase in the Master Annual Assessment for any Master Association fiscal year shall not exceed twenty-five percent of the Master Annual Assessment levied for the previous fiscal year, unless the increase is approved by a vote of the Members. Notice of the vote shall be sent to all Members and Owners not less than twenty-one nor more than thirty days in advance of the voting date.

6.3 Master Special Assessments. In addition to Master Annual Assessments, the Master Board may levy a Master Special Assessment against all Members at any time. Master Special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Master Common Expense. A Master Special Assessment may be levied at any time, but is subject to approval by a vote of the Members. Notice of the vote shall be sent to all Members and Owners not less than twenty-one days nor more than thirty days in advance of the vote.

6.4 Neighborhood Assessments. In addition to Master Annual Assessments and Master Special Assessments, the Master Board may, at its discretion, levy and allocate Neighborhood Assessments among only certain Neighborhood Associations in accordance with the following requirements and procedures:

6.4.1 Except as otherwise expressly authorized by the Declaration, any Master Common Expense or portion thereof benefiting fewer than all of the Neighborhoods may be assessed only against the Neighborhood Associations whose members are benefited.

6.4.2 A Neighborhood Assessment levied by the Master Board shall be allocated among the Units located in each Neighborhood as provided by the Neighborhood Governing Documents for that Neighborhood.

6.4.3 Neighborhood Assessments may be levied any time by the Master Board; however, to the extent that the Neighborhood Assessments can be budgeted prior to the start of the Master Association fiscal year, they shall be levied at the same time as the Master Annual Assessments.

6.5 Master Assessment Procedures. The following procedures shall govern the levying of Master Assessments:

6.5.1 In accordance with the Master Bylaws, the Master Board shall annually approve a Master Association budget, and shall allocate and levy a Master Annual Assessment against the Neighborhood Associations. Master Special Assessments may be levied at any time. Neighborhood Assessments may be levied at any time; however, to the extent that the Neighborhood Assessments can be budgeted prior to the start of the Master Association fiscal year, they shall be levied at the same time as the Master Annual Assessment. A Master Assessment may be prorated for a partial year.

6.5.2 The share of each Master Assessment levied against a Neighborhood Association shall promptly be levied and allocated by the Neighborhood Association among the Units in the Neighborhood in accordance with its Neighborhood Governing Documents.

6.5.3 Master Annual Assessments and Master Special Assessments shall be allocated among the Neighborhood Associations substantially in proportion to the number of Units in each Neighborhood Association; provided, that the Master Board may allocate a reduced share of the Master Assessment to certain Neighborhood Associations, to take into consideration Units in those Neighborhoods which do not contain completed or occupied Dwellings or which are not otherwise receiving full services from the Master Association (regardless of who owns the Units).

6.5.4 Each Neighborhood Association shall pay its share of the Master Assessment to the Master Association in advance, monthly, quarterly or annually, as determined by the Master Board. Notice of a Master Assessment shall be given to the Members as provided in the Master Bylaws.

6.6 Liability for Master Assessments. Each Member Neighborhood Association shall be liable for the share of the Master Assessments levied against it.

6.6.1 Except as provided in Section 6.6.2, the liability for Master Assessments is absolute and unconditional. No Member is exempt from liability for payment of the Master Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by reason of its failure to collect Neighborhood Common Expenses from its members, by waiver of any rights, or by reason of any claim against the Master Association or its officers, directors or agents for their failure to fulfill any duties under the Master Governing Documents or MCIOA.

6.6.2 Notwithstanding anything to the contrary in the Master Governing Documents, the Master Developer, or the assignee of the Master Developer's right provided in Section 12.5 to appoint the members of the Master Board, shall not be liable to pay any Master Assessment for Master Common Expenses with respect to any Unit owned by it, nor shall the Unit be subject to a lien for such assessments, until the date on which a Dwelling constituting or located within the Unit has a Certificate of Occupancy or other comparable certification issued by the City. A Neighborhood Developer or Neighborhood Declarant, or a builder approved by it, may have a similar exemption from liability for Master Assessments, if granted in writing by the Master Developer.

6.7 Voluntary Conveyances; Statement of Master Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any part of any unpaid Master Assessments due and payable by the seller prior to the time of conveyance of title to the buyer. However, a lien for any Master Assessment or Neighborhood Association's assessment levied against the Unit, shall remain against the Unit until satisfied or released. The Master Association shall furnish to the Seller of a Unit, upon request, a statement as to the current status of Master Assessments against the Unit. The Master Association may charge a reasonable fee for such services.

SECTION 7

USE RESTRICTIONS

Towne Lakes is intended to be a high quality residential development for the use and enjoyment of the Owners and Occupants. The use restrictions contained in this Section are designed to facilitate the various residential uses of the Property, and to preserve and protect the physical environment and architectural characteristics of the Property and immediately adjacent landscaped areas. Accordingly, the following restrictions shall apply to the Property:

7.1 General. The Property shall be owned, conveyed, encumbered,, leased, used and occupied subject to the Master Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Master Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person owning or acquiring an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Residential Use. The Property is designated and intended exclusively as a residential area. Except as may be expressly permitted in the Neighborhood Governing Documents, the Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential Dwellings, and not for transient, hotel, commercial, business or other non-residential purposes.

7.3 Architectural Restrictions. All Improvements or other physical changes to the Property shall be made in compliance with the architectural standards and procedures set forth in Section 8.

7.4 Trails. The trails located on the Property are to be used in a reasonable and safe manner subject to the following conditions and restrictions:

7.4.1 Trails shall be used exclusively for recreational purposes. No motorized vehicles or devices of any type shall be used on the trails, except for motorized wheelchairs and other devices of similar type and purpose for transporting handicapped persons.

7.4.2 The Master Association is responsible for enforcing trail use restrictions imposed by or pursuant to the Master Governing Documents for those trails located on the Property. The Master Association may further regulate the use of such trails by Master Rules. The Master Association shall maintain the trails located on the Property.

7.5 Subdivision Prohibited. No part of the Master Common Elements may be subdivided or partitioned without the prior approval by Members holding at least sixty-seven percent of the votes of all Members, any governmental authorities having jurisdiction over the Property, and any secured parties holding first mortgages on any Units.

7.6 Docks. No boat dock, or other dock or pier, boat lift, or boat awning shall be constructed or otherwise located on School Lake, Mud Lake, or any pond or wetland except those Piers permitted by the City and maintained by the Master Association pursuant to Section 9.3 herein.

7.7 Motorized Watercraft. No motorized watercraft shall be operated, moored, stored or otherwise used on School Lake or Mud Lake by any Owner, Occupant or invitee of any Owner or Occupant.

7.8 Environmental Restrictions. The Property contains and borders on a variety of environmentally sensitive wetlands, lakes and related open spaces, some of which are publicly owned. The Property is subject to the following Environmental Restrictions:

7.8.1 The Property bordering School Lake and Mud Lake is subject to City and county shoreline ordinances, as amended from time to time. School Lake and Mud Lake, currently classified as Natural Environment Lakes, are subject to Minnesota Department of Natural Resources and other state regulations, as amended from time to time.

7.8.2 Certain Units contiguous to the shorelines of School Lake and Mud Lake are subject to a Shoreline Conservation Easement in favor of the City filed for record with the Wright County Recorder's Office which imposes special restrictions on those Units. Cutting, removing or altering the native vegetation, including but not limited to trees, grasses and shrubs, and the use of fertilizer or pesticides within

the Shoreline Conservation Easement Area as defined in the Shoreline Conservation Easement, is prohibited.

7.8.3 Native vegetation within thirty feet of any wetland shall not be fertilized, mowed or otherwise disturbed.

7.8.4 The application or other use of fertilizer or pesticides that may run into the Shoreline Conservation Easement Area or any public water is prohibited. No phosphorous-based fertilizer or herbicide shall be permitted or applied within fifty (50) feet of any wetland or public water.

7.8.5 Except as permitted by the terms of the PUD Agreement, no structure, including but not limited to any Dwelling or other Improvement, shall be constructed, placed or permitted within thirty feet of any wetland.

7.8.6 No structure, including, but not limited to, out buildings or accessory buildings, fence, planting or other material shall be placed or permitted to remain upon any Unit located within thirty (30) feet of any wetland which may interfere with, change, obstruct or retard the flow of water through any drainage channels located within a drainage easement.

7.8.7 No Person shall take or cause to be taken any action which may materially disturb, pollute or otherwise adversely affect the environmentally sensitive areas on the Property, or which violates any conservation easement..

7.9 Compliance with PUD Agreement. All persons shall comply in all respects with the PUD Agreement. The PUD Agreement contains various restrictions and requirements with respect to the development of Towne Lakes, the construction of homes and other Improvements, and the use and maintenance of various spaces owned or to be owned by the Master Association, one or more Neighborhood Associations, or the City. The Neighborhood Declarants, Neighborhood Developers and Neighborhood Associations shall comply in all respects with the PUD Agreement.

7.9.1 In the event of a failure to comply, the City may (i) enter the Property and cure the non-compliance or (ii) compel compliance by any legal or administrative means available to it under existing laws, ordinances, codes or regulations.

7.9.2 Prior to undertaking any action to cure the non-compliance, the City shall give written notice to the Association, and to any Master Developer, Neighborhood Developer or Neighborhood Declarant responsible for the non-compliance, and the Association or other responsible party shall have thirty days thereafter to cure the non-compliance; except, that in the event of an emergency, the City may act immediately provided that it makes a reasonable effort to give the previously described notice. Except in an emergency, notice shall be mailed, or hand delivered during business hours, to the party in question at its last known business address on the City's records.

7.9.3 The City shall be entitled to recover against the Association the City's costs and expenses, including reasonable administrative costs and attorneys fees, incurred in undertaking the Association's obligations or enforcing compliance with the PUD Agreement. If the Association fails or refuses to pay the City's costs and expenses within thirty days of billing by the City, said costs and expenses shall become a part of the City assessments against the Units, and may be levied as City assessments equally among all Units subject to the Declaration, without hearing, notice or right to appeal relating to the levy.

7.9.4 The City shall have easements over the Property for reasonable access in the event that it is required to enforce its rights under this section.

7.10 Additional Protective Covenants. Master" Developer may require the imposition on a Neighborhood or portion of a Neighborhood, in connection with the creation or development of the Neighborhood or the annexation of any Additional Property, additional protective covenants and use restrictions not inconsistent with those contained in this Master Declaration.

7.11 Compliance with Law. No use shall be made of the Property which would violate federal, state or local laws, regulations or ordinances, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Master Association, Neighborhood Association, or any Owner or Occupant.

7.12 Access to Units. In case of emergency, the Units are subject to entry, without notice and at any time, by public safety personnel. Entry to the yard areas of Units is also authorized for maintenance purposes and for enforcement purposes as described in this Master Declaration.

7.13 Quiet Enjoyment; Interference Prohibited. All Unit Owners and Occupants and their invitees shall have a right of quiet enjoyment in their respective Units. No Person shall engage in activity which damages the Property, causes a nuisance or unduly restricts or interferes with the use and quiet enjoyment of Dwellings or Auxiliary Dwellings.

SECTION 8

ARCHITECTURAL AND LANDSCAPE STANDARDS

8.1 General. It is the intent of the Master Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, a Master Architectural Review Committee (the 'Master A.R.C.") shall be established as a committee of the Master Association, to oversee, review and regulate architectural and design matters involving the general plans for development of all Neighborhoods and the construction of new Dwellings, new Auxiliary Dwellings or Improvements and

landscaping associated with the construction of a new Dwelling or new Auxiliary Dwelling. The Master A.R.C. shall, subject to any exceptions, delegation or relinquishment contained in this Section 8, have the following general powers:

8.1.1 The Master A.R.C. shall have the exclusive right to approve or disapprove the general plan for development of all Neighborhoods.

8.1.2 Subject to the specific requirements contained in this Section 8, the Master A.R.C. shall have the exclusive right to approve or disapprove all plans for construction, the size, exterior design, color, materials and the construction of a new Dwelling, new Auxiliary Dwelling and all Improvements and landscaping associated with construction of a new Dwelling or Auxiliary Dwelling upon the Property.

8.1.3 The Master A.R.C. may, in its sole discretion, impose standards for design, appearance, construction, or development of a Neighborhood, new Dwelling, new Auxiliary Dwelling, or Improvement or landscaping associated with construction of a new Dwelling or Auxiliary Dwelling which are greater or more stringent than standards prescribed by the Master Governing Documents, or by building, zoning, or other governmental laws, codes, or regulations; provided that such standards shall be consistent with the architectural character and use of the Property as planned and developed by the Master Developer.

8.1.4 The Master A.R.C. may appoint and delegate to an architectural advisory committee (the "A.A.C.") any powers or functions of the Master A.R.C, except for the power to make the final decisions with respect to the general plan for development of all Neighborhoods and plans for or construction of a new Dwelling, new Auxiliary Dwelling or Improvements and landscaping associated with construction of a new Dwelling or new Auxiliary Dwelling.

8.1.5 The Master A.R.C. may, by a written document signed on behalf of the Master A.R.C. and the Neighborhood Board to which the authority is delegated, relinquish and delegate to a Neighborhood Board any, or part or all of the general powers of the Master A.R.C. The Neighborhood Board and any architectural committee appointed by it shall follow and be bound by the same approval procedures and standards as the Master A.R.C.

8.2 Master Architectural Review Committee. The Master A.R.C. shall be a committee of the Master Association, and shall administer and perform the architectural and landscape review and control functions of the Master Association set forth in Section 8.1 above.

8.2.1 The Master A.R.C. shall initially consist of a minimum of three natural persons, who need not be Owners. The initial Master A.R.C. members shall all be appointed and replaced by the Master Developer, and shall hold office, for so long as the Master Developer has the right to subject Additional Property to the Declaration or owns an unsold Unit for sale. Prior to the expiration of the Master

Developer's right to appoint the Master A.R.C. members, meetings of the Master A.R.C. may be called by the Master Developer or by the chair of the Master A.R.C.

8.2.2 Upon expiration or relinquishment of the Master Developer's right to appoint the Master A.R.C. members, the power and duties of the Master A.R.C. shall be delegated and relinquished to each Neighborhood Association, for its respective Neighborhood Property.

8.2.3 A majority of the Master A.R.C. shall constitute a quorum to transact business at any committee meeting, and the action of a majority of those members present and voting shall constitute the action of the Master A.R.C.

8.3 Application and Approval Required. Except as otherwise authorized by this Section 8, no Neighborhood shall be developed and no new Dwelling, Auxiliary Dwelling or Improvement or landscaping associated with construction of a new Dwelling or Auxiliary Dwelling shall be constructed, erected, planted or maintained until grading plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and location of the Improvement shall have been submitted to and approved in writing by the Master A.R.C. Approval shall be requested by written application on such forms as may be required by the Master A.R.C. As part of the application process, two complete sets of plans and specifications, including site survey, prepared by an architect, landscape architect, engineer or other person found to be qualified by the Master A.R.C. shall be submitted. The Master A.R.C. may require submission of samples of building materials and colors proposed to be used. The applicant shall also apply for approval to the City or other governmental authority having jurisdiction over the subject of the application, if required by the governmental authority. If the information submitted to the Master A.R.C. is, in the Master A.R.C.'s sole opinion, incomplete or insufficient in any manner, the Master A.R.C. may require the submission of additional information.

8.4 General Standards. The Master A.R.C. has authority to approve, conditionally approve or deny an application, in its sole and absolute discretion. In making its determinations, the Master A.R.C. shall consider, at a minimum, the following general criteria:

8.4.1 Compatibility of color, size, location, type and design for high quality Dwellings and other Improvements.

8.4.2 Comparable or better quality of materials as used in existing buildings or other Improvements on the Property.

8.4.3 Minimum square footage requirements for single family detached Dwellings.

8.4.4 Adequate protection of the Property, the Master Association, Owners and Occupants from liability and liens arising out of the proposed construction.

8.4.5 Compliance with the Architectural Review & Design Guidelines for Towne Lakes as established by the Master Developer (the "Design Guidelines").

8.4.6 Compliance with governmental laws, codes, ordinances and regulations.

8.4.7 Preservation of existing trees and vegetation, and the lakes and wetlands located on or adjacent to the Property.

8.4.8 Compliance with the Landscape Policy & Requirements as established by the Master Developer (the "Landscape Requirements").

8.5 Special Standards. In addition to general standards approved by the Master A.R.C., the following specific restrictions and requirements shall apply to general plans of development of all Neighborhoods and the construction of a new Dwelling, new Auxiliary Dwelling or Improvements and landscaping associated with the construction of a new Dwelling or Auxiliary Dwelling:

8.5.1 Only one Dwelling shall be permitted within any Unit, except as provided in Section 8.5.2.

8.5.2 Auxiliary Dwellings are permitted in a non-CIC Neighborhood, provided they are approved by the City, the Master A.R.C., and the Master Developer so long as it owns a Unit for sale or has the right to subject Additional Property to this Master Declaration.

8.5.3 All Dwellings shall include an attached garage with space for two or more cars and which shall be not less than twenty-two feet in width.

8.5.4 A builder who purchases a Unit from the Master Developer and erects a Dwelling thereon, may use the Dwelling as a model home if agreed to by the Master Developer.

8.5.5 Dwellings, Auxiliary Dwellings and other Improvements located within a Unit shall comply with all City set-backs and other building requirements. An Auxiliary Dwelling shall substantially comply with the same design, quality, workmanship and materials standards and requirements as the Dwelling which is located within the same Unit.

8.5.6 All fences shall be in compliance with the Design Guidelines and subject to approval by the A.R.C. Chain link fencing is prohibited unless screened from public view and approved by the Master A.R.C.

8.5.7 Weather permitting, driveways shall be hard surfaced with asphalt, concrete or pavers as soon as possible after substantial completion of the Dwelling located within the Unit.

8.5.8 All yard areas except planting beds, decks, garden, play areas and pavements, must be sodded with proof of survivability in accordance with the City's Residential Development Standards within three (3) months after the issuance of a Certificate of Occupancy for the Dwelling by the City, weather permitting.

8.5.9 Each Unit containing a Dwelling must comply with the Landscape Requirements.

8.5.10 Owners of Units subject to the Shoreline Conservation Easement shall plant and maintain one deciduous shrub for each 25 feet of shoreline owned and one over story tree within the Shoreline Conservation Easement Area. Plantings must be mulched with wood mulch.

8.5.11 Any damaged or diseased trees located in the Owner's Unit or in the boulevard public right-of-way adjacent to a Unit is required to be replaced by the Owner with a similar species an appropriate size approved by the Master A.R.C. within thirty (30) days of removal or June 15 of the following year if removal occurs between November 1 and May 15. All trees located within the boulevard public right-of-way adjacent to the Unit are required to be fenced off for their protection during construction in the Unit.

8.6 Notice of Decision. The Master A.R.C. shall approve, conditionally approve or disapprove the application and notify the applicant in writing within forty-five days following the receipt of the application and all other required information. The notice shall state the approval or denial of the application, or any qualifications or conditions of approval. If the Master A.R.C. disapproves the application, it shall state the grounds upon which the disapproval is based. No Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Master Declaration, or which violates any governmental law, zoning or building ordinance, or regulation.

8.7 Exception and Variances. The Master A.R.C. may, in its sole discretion, grant variances from the requirements contained in Section 8 or otherwise established by the Master A.R.C., on a case by case basis; provided, that the variance sought (i) involves unique circumstances, (ii) is reasonable, (iii) does not impose a hardship upon other Owners, and (iv) does not violate any development agreement with the City, any governmental law, ordinance, code or regulation. The granting of such a variance by the Master A.R.C. shall not nullify or otherwise affect the Master A.R.C.'s right to require strict compliance with its requirements on any other occasion.

8.8 Completion Schedule. Unless otherwise approved by the Master A.R.C, construction of Dwellings and related Improvements for which the approval of the Master A.R.C. is required under this Master Declaration shall be completed within twelve months after the start of construction of the Dwelling.

8.9 Certificate of Compliance. The Master Board may require that prior to the use or occupancy of any Improvement outside a CIC Neighborhood the builder or

prospective users shall obtain a Certificate of Compliance from the Master A.R.C., certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the Master A.R.C. The Master A.R.C. may, from time to time, delegate to a member or members of the Master A.R.C, or to the Master Association manager, the responsibility for issuing Certificates of Compliance.

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

8.11 Review Fees. The Master A.R.C. may adopt a schedule of reasonable fees for processing applications for architectural approval. The fees, if any, shall be payable to the Master A.R.C. at the time that the application is submitted to the Master A.R.C. The fees, as well as other expenses of the Master A.R.C required to be paid, shall be deemed to be a Master Assessment against the Unit with respect to which the application is made.

8.12 Master Developer Exemption. Notwithstanding anything contained herein to the contrary, any Improvements of any nature at any time made or approved by the Master Developer, including, without limitation, Improvements made or to be made to the Master Common Elements, Neighborhood Property or Additional Property, shall not be subject to the review or other procedures of the Master A.R.C, but such Improvements shall comply with the plan of development approved by the City.

8.13 No Representation of Compliance/Indemnification. Approval of plans and specifications by the Master A.R.C. does not represent or guaranty that the plans and specifications will, if followed, result in properly designed Improvements, nor that any Dwelling or other Improvement built in accordance therewith is built in a good and workmanlike manner. The Master Developer, the Master Association, and the Master A.R.C are not liable for any defects in any plans or specifications submitted or approved; any loss or damages to any person arising out of the approval or disapproval of any plans or specifications; any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances or regulations; nor any defects in construction undertaken pursuant to such plans and specifications. Each Person submitting an application for approval is solely responsible for the sufficiency of the plans and specifications submitted and for the quality of construction of the Improvements constructed, and shall hold harmless, indemnify and defend the Master Developer, the Master Association, the Master A.R.C, the A.C.C. and the Neighborhood Associations, and their respective officers, directors, committee personnel and agents, from and against all

claims, damages and other liabilities arising out of the approval or construction of the Improvements to which the application relates.

8.14 Additional Standards. The Master A.R.C. is authorized to promulgate from time to time additional written architectural standards, guidelines and other regulations governing the construction, location, landscaping and design of Improvements subject to the approval by the Master A.R.C, the contents of plans and specifications, and other information required to comply with this Section 8. Any such additional written architectural standards, guidelines and other regulations shall, effective upon reasonable publication thereof to Owners, be binding and enforceable against all Persons with the respect to all Improvements subject to approval by the A.R.C.

8.15 Amendment of Design Guidelines and Landscape Requirements. As long as the Master Developer has the right to subject Additional Property to the Declaration or owns an unsold Unit for sale, only the Master Developer shall have the right or authority to amend, change or adopt the Design Guidelines or Landscape Requirements.

SECTION 9

MAINTENANCE OBLIGATIONS

Master Association Obligations. The Master Association is obligated to provide the following maintenance:

9.1 Maintain, repair and replace the Master Common Elements, including landscaping, sidewalks, pedestrian trails, 'greens" and other parks, and related benches, kiosks, fencing, lighting fixtures and other Improvements located thereon (other than those maintained by the City).

9.2 Maintain, repair and replace the common signs and entrance monuments identifying Towne Lakes and any Neighborhood whether located on or adjacent to the Property. The City has the right to remove any common sign or entrance monument which the Master Association fails to maintain.

9.3 Maintain, repair and replace any Piers maintained by the Master Association pursuant to Section 4.5.

9.4 Subject to the Owners' or Occupants' obligations set forth in the Neighborhood Governing Documents, mow and otherwise maintain the boulevards, medians and cul-de-sacs, including but not limited to maintaining, trimming and replacing trees located in the boulevards, medians and cul-de-sacs, within the right-of-way areas of public streets within, adjacent to and serving the Property.

9.5 Maintain, repair and replace those public trails described in Section 5.10 located on the Property.

9.6 Maintain, repair, replace and provide snow removal for the alleys located in the Property.

9.7 Subject to the Owners' or Occupants' obligations imposed by the Neighborhood Governing Documents, and to the extent not maintained by the Owners or Occupants as required by the Neighborhood Governing Documents, maintain (i) the Shoreline Conservation Easement Area in accordance with the terms of the Shoreline Conservation Easement and (ii) the Shoreline Conservation Easement Permanent Monuments placed at each Unit lot line in the Shoreline Conservation Easement Area to delineate the Shoreline Conservation Easement Area. Any cost incurred by the Association in maintaining the Shoreline Conservation Easement Area or Shoreline Conservation Easement Permanent Monuments which are the responsibility of an Owner shall be assessed against the responsible Owner. The Shoreline Conservation Easement Permanent Monuments shall be approved by the City and include appropriate signage notification that Owners and Occupants are required to leave the area within the Shoreline Conservation Easement Area in its native vegetative state.

9.8 For a period of five (5) years from the date of establishment of the Master Association, maintain the public parks within the Property or adjacent to the Property which have been dedicated to the City by the Master Developer together with the park recreational equipment located in such public parks.

9.9 Provide snow removal from public sidewalks located within the publicly dedicated rights-of-way areas in, or adjacent to and serving the Property. The Master Association may in its discretion, but is not obligated to, undertake the maintenance of landscaping, lawns, irrigation systems, walks or driveways located within the yard areas of the Units.

SECTION 10

INSURANCE AND RECONSTRUCTION

The Master Association shall obtain and maintain the following insurance relating to the Property:

10.1 Property Insurance. Property insurance in broad form, covering all risks of physical loss, for the full insurable replacement value of any insurable Improvements located on the Master Common Elements.. The property insurance policy shall provide such other coverage's, limits and deductibles as the Master Board deems reasonable, subject to any greater requirements imposed by the Act.

10.2 General Liability Insurance. Public liability insurance covering the Master Common Elements and the activities of the Master Association and its officers, directors, volunteers or employees in connection with its maintenance and enforcement obligations. The public liability insurance policy shall provide such coverage, limits and deductibles as

the Master Board deems reasonable, subject to any greater requirements imposed by the Act.

10.3 Other Insurance. Such other types and amounts of insurance as may be determined by the Master Board to be necessary or desirable, including without limitation, property insurance, officers and directors' liability insurance, and insurance or fidelity bonds covering dishonest acts by those Persons having control or custody of the Master Association's funds.

10.4 Master Association as Trustee/Premiums. All insurance coverage obtained by the Master Board shall be written in the name of the Master Association as trustee for the Owners or Neighborhood Associations, as applicable. The premiums for the insurance shall be a Master Common Expense. The Master Board shall have exclusive authority to negotiate, settle and adjust claims under all policies obtained by the Master Association.

10.5 Policy Requirements. Insofar as permitted by law, the Master Association shall be required to make every effort to secure insurance policies with the following provisions and endorsements, if reasonably available:

10.5.1 Policies shall be written with a company licensed to do business in the State of Minnesota and holding a rating of A-X1 or better in such financial categories as established by Best's Insurance Reports, if such a company is available, or if not available, its equivalent rating or the best rating possible.

10.5.2 Policies shall contain a waiver by the insurer of its right to cancel without first giving thirty days' prior written notice of such cancellation to the Master Association.

10.5.3 No policy or coverage shall be brought into contribution with insurance purchased by Owners, or Neighborhood Associations, and all policies shall contain appropriate provisions to that effect.

10.5.4 Policies shall contain a waiver of subrogation by the insurer as to any claims against the Master Association or Neighborhood Associations, and their directors and officers, the Owners, and the Master Association's manager, if any.

10.5.5 Policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the Owners, Master Association or Neighborhood Associations, or on account of the acts of any director, officer, employee, or agent of the Master Association or of its manager, without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which to cure the defect.

10.5.6 Liability insurance shall contain cross-liability endorsements to cover liability of the Master Association to an Owner and shall also name the Master

Developer as an additional insured for so long as the Master Developer owns any part of the Property.

10.6 Damage or Destruction to Improvements. The repair and reconstruction of damaged or destroyed Improvements to the Master Common Elements shall promptly be undertaken by the Master Association. The repair and reconstruction of damaged or destroyed Improvements located on Neighborhood Property shall promptly be undertaken in accordance with the requirements and procedures contained in the Neighborhood Governing Documents for the Neighborhood in question.

SECTION 11

COMPLIANCE AND REMEDIES

11.1 Entitlement to Relief. The Master Association has authority to commence legal action to recover sums due, for damages, for injunctive relief, or any combination thereof, or an action for any other relief authorized by the Master Governing Documents or available at law or in equity. Legal relief may be sought by the Master Association against any Member or Owner, or by a Member against the Master Association or another Member or Owner, to enforce compliance with the Master Governing Documents, the Master Rules, MCIOA or the decisions of the Master Association. However, no Member or Owner may withhold any Master Assessments, or take or omit other action in violation of the Master Governing Documents, the Master Rules or MCIOA as a measure to enforce such Person's position, or for any other reason.

11.2 Remedies. In addition to any other remedies, express or implied, administrative or legal, the Master Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners or Members which violate the provisions of the Master Governing Documents, Master Rules or MCIOA:

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

11.2.2 Impose late charges of up to the greater of \$20, or 15% of the amount past due, for each past due Master Assessment or installment thereof, and impose interest at the highest rate permitted by law on all such unpaid amounts from the due date.

11.2.3 If any Master Assessment or installment thereof becomes more than thirty days past due, all remaining installments of assessments assessed against the Member may be accelerated by the Master Association, and shall then be payable in full together with all costs of collection and late charges. Ten days' advance written notice of the acceleration shall be given to the defaulting Person.

11.2.4 Impose reasonable fines, penalties or charges for each violation of the Master Governing Documents, the Master Rules, or MCIOA.

11.2.5 Suspend the rights of any Member to vote when the Member is in violation of the Master Governing Documents, the Master Rules or MCIOA.

11.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 11.2.4 or 11.2.5, the Master Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing as contemplated by MCIOA. The hearing shall be held before a committee of three or more disinterested Owners appointed by the Master Board (the "Hearing Committee"). The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten days within which to request a hearing. The hearing shall be held within thirty days of receipt of the hearing request, and with at least ten days' notice to the offender. If the offender fails to appear at the hearing, then the right to a hearing shall be waived and the Hearing Committee may take such action as it deems appropriate. The decision of the Hearing Committee, and the rules for the conduct of hearings established by the Hearing Committee, shall be final and binding on all parties. The resulting decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

11.4 Liability for Owners' and Members' Acts. A Member, Owner or Occupant shall be liable for the expense of any maintenance, repair or replacement of the Property arising out of their acts or omissions, or the acts or omissions of their invitees to the extent that such expenses not covered by the proceeds of insurance.

11.5 Costs and Attorneys Fees. With respect to or any measures, legal, administrative, or otherwise, which the Master Association takes to enforce the provisions of the Master Governing Documents, MCIOA or the Master Rules, the offender shall promptly pay or reimburse the Master Association for any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Master Association, fees of attorneys and other professionals, court costs and collection agency contingent fees.

SECTION 12

MASTER DEVELOPER RIGHTS

The Master Developer hereby reserves exclusive and unconditional authority to exercise the following Master Developer Rights for as long as it owns a part of the Property or has the right to subject any Additional Property to this Master Declaration, or for such shorter period as may be specifically indicated:

12.1 Complete Improvements. To complete all Improvements to the Property contemplated by the Master Developer's development plans, allowed by the Master Declaration or approved by the City, and to make alterations in the Master Common Elements, or in Units owned by it, to accommodate its activities.

12.2 Sales Facilities. To construct, operate and maintain a sales office, management office, models and other development, sales and rental facilities on Lot 1,

Block 5 of the Property, or within any part of the Property owned by the Master Developer so long as Master Developer, or its successor and assigns, owns an unsold Unit or has the right to subject Additional Property to this Master Declaration.

12.3 Signs. To construct and maintain signs and other sales displays offering parts of the Property or Additional Property for sale, on any part of the Property owned by it or subject to its easement rights.

12.4 Easements. To have and use reasonable access easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Property for the purpose of exercising its Master Developer Rights.

12.5 Control the Master Association. To control the operation and administration of the Master Association, including without limitation the power to appoint and remove the members of the Master Board and officers of the Master Association, until the earliest of: (i) voluntary surrender of control by the Master Developer, (ii) if there is one or more Neighborhood Associations, sixty days after the date when a majority of the directors on seventy-five percent of the Neighborhood Boards may be elected by the members of their respective Neighborhood Associations, or (iii) the date ten years following the date of recording of the Master Declaration.

12.6 Add, Relocate and Subdivide Property. To add Additional Property, and to combine or subdivide parts of the Property, as described in Section 13.

12.7 Approval of Certain Amendments. As long as the Master Developer owns any part of the Property, or has the right to subject any Additional Property to this Master Declaration, the Master Developer's written approval shall be required for any amendment or other change to the Master Governing Documents, any Neighborhood Governing Documents or any Master Rules.

12.8 Other Rights. To exercise any other rights and powers granted or reserved to the Master Developer by any other section of the Master Governing Documents or by MCIOA.

12.9 Delegation of Rights. The Master Developer may temporarily delegate in writing part or all of its rights under this Section 12, except for those rights under Section 12.5 or 12.7, to one or more Neighborhood Developers or Neighborhood Declarants, or to one or more builders of Dwellings, for purposes consistent with this Master Declaration. The document delegating the rights shall contain a date on which the delegation terminates, and shall not be deemed a transfer under Section 13.3, unless recorded in accordance with that Section.

SECTION 13

RIGHTS TO ADD PROPERTY, COMBINE AND SUBDIVIDE

13.1 Master Developer's Rights to Add Additional Property. The Master Developer hereby expressly reserves the exclusive right to add Additional Property to the Property, by unilateral action, subject to the following conditions:

13.1.1 The right of the Master Developer to add Additional Property to the Property shall terminate ten years after the date of recording of this Master Declaration or upon earlier express written withdrawal of such right by the Master Developer or a successor to the Master Developer; provided, that said rights may be extended by a vote of the Members.

13.1.2 The Additional Property may be added to the Property in parcels of any size and configuration determined by the Master Developer, subject to any governmental requirements.

13.1.3 There are no assurances as to the times at which any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. The Master Developer has no obligation to add the Additional Property to the Property, and may develop it for any purpose consistent with the applicable governmental requirements.

13.1.4 Any Dwellings and other structures, erected upon any Additional Property which is added to the Property shall be compatible with the existing Dwellings and structures which are located in the same Neighborhood in terms of the types and nature of the Dwellings, quality of construction and principal materials employed in construction; subject (i) to the right to develop either single family attached or detached residences, including multi-family residential buildings, whether owner occupied or rented, in any Neighborhood formed pursuant to this Master Declaration, (ii) to any changes required by governmental authorities or lenders and (iii) to any changes authorized by the Master Developer, or jointly by the Master Developer and a Neighborhood Developer or Neighborhood Declarant, to meet changes in the market or availability of materials.

13.2 Master Developer Rights to Create and Change Neighborhoods and Units. The Master Developer shall have the right to (i) combine or subdivide, or relocate the boundaries between, Units owned by it, (ii) combine or subdivide Neighborhoods,, or (iii) replat outlots subject to this Master Declaration and create new Units, Master Common Elements or Neighborhood Common Elements therefrom, as provided in this Section. Subject only to approval by the City, the Master Developer may take such action while it owns the property in question or thereafter as provided in this Section, subject to the following requirements:

13.2.1 The creation, combination or subdivision of a Neighborhood or of a Unit shall comply with all governmental laws, codes and regulations applicable to the transaction.

13.2.2 Any membership accruing to an affected Neighborhood shall, if necessary, be reallocated as determined by the Master Board.

13.2.3 The creation, relocation, combination or subdivision shall be accomplished by recording an amendment to the Master Declaration, as needed, and shall be for purposes consistent with those set forth in the Master Governing Documents.

13.2.4 If the change involves Neighborhood Property then the approval of the Neighborhood Association shall be required.

13.2.5 The Neighborhood Governing Documents of any affected Neighborhoods shall be amended, if necessary to reflect the changes.

13.3 Transfer of Master Developer Rights. Some or all of the Master Developer Rights may be voluntarily transferred, temporarily or permanently, by the Master Developer by a separate instrument signed by the Master Developer and the transferee, and recorded against the portions of the Property and Additional Property owned by the Master Developer or the transferee and affected by the transfer.

13.4 Rights and Obligations of the Master Developer. Upon transfer of any of the Master Developer Rights, the liability of the Master Developer shall be as follows:

13.4.1 The Master Developer shall remain liable for any obligation or liability arising out of its acts or omissions occurring before the transfer.

13.4.2 The Master Developer shall remain liable for any obligation or liability relating to any Master Developer Rights retained by the Master Developer.

13.4.3 The Master Developer shall have no liability for any act or omission arising from the exercise of Master Developer Rights by the transferee of the Master Developer Rights.

13.5 Rights and Obligations of Successor of the Master Developer. Any transferee of the Master Developer Rights shall be entitled to exercise such Master Developer Rights from and after the date of recording of the instrument transferring the rights. The transferee shall thereafter be subject to all of the obligations with respect to the rights transferred; except (i) misrepresentations of the Master Developer; (ii) warranty obligations of the Master Developer; (iii) breach of fiduciary obligations by the Master Developer or by any officers or members of the Master Board appointed by the Master Developer, (iv) any liability or obligation imposed on the Master Developer as a result of the Master Developer's acts or omissions after the transfer; and (v) any liability arising out of any Master Developer Rights retained by the Master Developer.

SECTION 14

AMENDMENTS

This Master Declaration may be amended by recording an amendment in the office of the applicable county recording officer, subject to the following requirements:

14.1 Approvals. The amendment shall be approved as follows:

14.1.1 The amendment shall be approved by Members holding at least sixty-seven percent of the votes of all Members where approval by the approving Members is obtained by the affirmative vote of the Neighborhood Directors holding at least sixty-seven percent of the votes of all Neighborhood Directors of the Neighborhood Board.

14.1.2 An amendment which affects any rights or obligations of the Master Developer, a Neighborhood Developer or Neighborhood Declarant, shall be approved in writing by the Master Developer so long as the Master Developer owns an unsold Unit or has the right to subject Additional Property to this Master Declaration.

14.1.3 Any amendment which would change any rights expressly granted to the City under this Declaration, or any agreement between the City and the Master Developer, shall be approved in writing by the City, and the Master Developer so long as it is obligated under the applicable PUD Agreement.

14.2 Recording/Binding Effect. All amendments shall be recorded, and shall run with the Property and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

14.3 Affidavit of Compliance. An affidavit by the President or Secretary of the Master Association as to the outcome of the vote or the execution of any written approvals shall be adequate evidence thereof for all purposes, including without limitation the recording of the amendment.

SECTION 15

NDEMNIFICATION

The Master Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Master Association, pursuant to the provisions of Minnesota Statutes 317A.521.

SECTION 16

MISCELLANEOUS

16.1 Governmental Assessments. If a City or any other governmental authority levies an assessment under the applicable Minnesota Statutes for public improvements to property adjoining the Property, if such improvements benefit substantially all of the Property, and if the assessment is levied against fewer than all of the Units, then the Master Association shall assess and allocate to Neighborhood Associations having Units which were not assessed by the governmental authority a share of the assessment, and shall reimburse Neighborhood Associations having Units against which the assessment was levied. The Master Association shall assess the Neighborhood Associations and reimburse the Neighborhood Associations, and the Neighborhood Associations shall assess and allocate assessments against Units and reimburse the owners of Units against which the governmental assessment was levied, such that all Units benefited by the governmental assessment are paying substantially an equal share of the assessment.

16.2 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits.

16.3 Construction. The Master Governing Document shall be construed in accordance with the laws of the state of Minnesota. Where applicable, the masculine gender of any word shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to MCIOA, or any section thereof, shall be deemed to include any statutes amending or replacing MCIOA, and the comparable sections thereof.

16.4 Notices. Unless specifically provided otherwise in the Master Governing Documents or MCIOA, all notices required to be given by or to the Master Association, the Master Association officers, an Owner or Occupant, or a Member, shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, except as expressly provided otherwise in the Master Governing Documents.

16.5 Conflicts Among Documents. In the event of any conflict among the provisions of MCIOA, the Master Declaration, the Master Bylaws or any Master Rules approved by the Master Association, MCIOA shall control unless it permits the documents to control. As among the Master Declaration, Master Bylaws and Master Rules, the Master Declaration shall control, and as between the Master Bylaws and the Master Rules, the Master Bylaws shall control. The Master Governing Documents shall control as against any Neighborhood Governing Documents or Neighborhood Rules. The Master Rules shall control as against any Neighborhood Rules.

16.6 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Master Declaration shall be perpetual, subject only to termination as provided in this Master Declaration or MCIOA.

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

CONTRACTOR PROPERTY DEVELOPERS COMPANY,
a Minnesota corporation

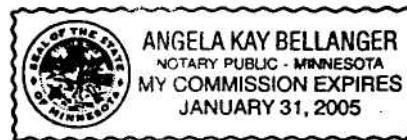
By J. Michael Waldo
Title V.P.

STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 14th day of October 2003, by J. Michael Waldo, the Vice President of Contractor Property Developers Company, a Minnesota corporation, on behalf of said entity.

Angela K. Bellanger
Notary Public

This instrument was drafted by:
J. Patrick Brinkman, Esq.
Felhaber, Larson, Fenlon & Vogt, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612)373-6420



Towne Lakes

Index of Exhibits

Exhibit A.....Description of Property

Exhibit B.....Description of Additional Property

Exhibit C.....Description of Master Common Elements

EXHIBIT A TO MASTER DECLARATION

Towne Lakes

DESCRIPTION OF PROPERTY

All of that property located in the County of Wright, State of Minnesota, described as follows:

Lots 1 through 6, Block 1; Lots 1 through 3, Block 2; Lots 1 through 7, Block 3; Lots 1 through 6, Block 4; Lots 2 through 5, Block 5; Lots 1 through 5, Block 6; Lots 1 through 7, Block 7; and Lots 1 through 5, Block 8; and Outlots B and F, as shown on the plat for Towne" Lakes recorded with the County Recorder for Wright County, Minnesota.

EXHIBIT B TO MASTER DECLARATION

Towne Lakes

DESCRIPTION OF ADDITIONAL PROPERTY

All of that property located in the County of Wright, State of Minnesota, legally described as follows:

Lot 1, Block 5; Outlots A, C, D, E, G, H and I; and Park 1 and Park 2; as shown on that plat of Towne Lakes as recorded with the County Recorder for Wright County, Minnesota; and

Section 36, Township 121, Range 24, but excluding that property platted as Towne Lakes pursuant to that plat of Towne Lakes recorded with the County Recorder for Wright County, Minnesota; and

The West 1/2 of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 31, Township 121, Range 23.

EXHIBIT C TO MASTER DECLARATION

Towne Lakes

DESCRIPTION OF MASTER COMMON ELEMENTS


Outlots B and F, as shown in that plat of Towne Lakes recorded with the County Recorder for Wright County,, Minnesota.

TOWNE LAKES

AFFIDAVIT OF SECRETARY

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

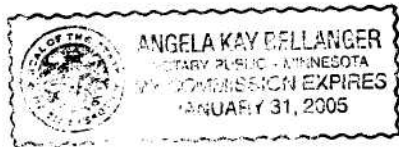
The undersigned, Secretary of Towne Lakes Community Association, a Minnesota non-profit corporation (the 'Association'), being first duly sworn on oath, hereby swears and certifies that this instrument has been duly approved by Members (as defined in the Original Master Declaration) holding at least sixty-seven percent of the votes of all Members where approval by the approving Members was obtained by the affirmative vote of the Neighborhood Directors (as defined in the Original Master Declaration) of the Member holding at least sixty-seven percent of the votes of all Neighborhood Directors of the Member, in compliance with the requirements of the Original Master Declaration.


Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

Subscribed and sworn to before me this 3rd day of December, 2003, by J. Michael Waldo, the Secretary of Towne Lakes Community Association, on behalf of said entity.


Notary Public



**TOWNE LAKES
CONSENT AND JOINDER**

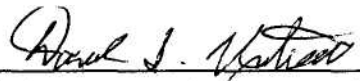
RECITALS

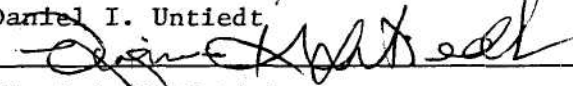
A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, Daniel I. Untiedt, Virginia K. Untiedt the owner(s) of Lot 5 , Block 1, Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent and Joinder to be executed on the 24th day of August, 2003.

1


Daniel I. Untiedt


Virginia K. Untiedt

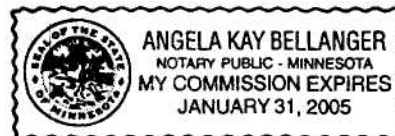
STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 24th day of August , 2003, by Daniel T. Untiedt & Virginia K. Untiedt.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420



**TOWNE LAKES
CONSENT AND JOINDER**

RECITALS

A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, DLJ Homes, Inc., the owner(s) of Lot 3 , Block 3 , Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 27th day of August, 2003.

STATE OF MINNESOTA)

)ss.

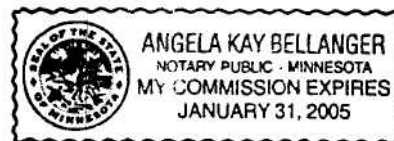
COUNTY OF Ramsey)

DLJ Homes, Inc.
By: _____
Title: President

The foregoing instrument was acknowledged before me this 27th day of AUGUST, 2003, by Donald L. Johnson, the President, of DLJ Homes, Inc., a Corporation, on behalf of said entity.

Angela W. Bellanger
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, P.A.
J. Patrick Brinkman, Esq.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420



**TOWNE LAKES
CONSENT AND JOINDER**

RECITALS

A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, DLJ Homes, Inc., the owner(s) of Lot 2 , Block 4 , Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 27th day of August 2003.

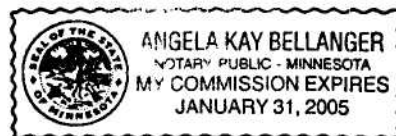
DLJ Homes, Inc. _____
By: _____
Title: President

STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 27th day of AUGUST, 2003, by Donald L Johnson, the President, of DLJ Homes. Inc., a corporation, on behalf of said entity.

Angela K. Bellanger
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, PA.
J. Patrick Brinkman, Esq.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420



**TOWNE LAKES
CONSENT AND JOINDER**

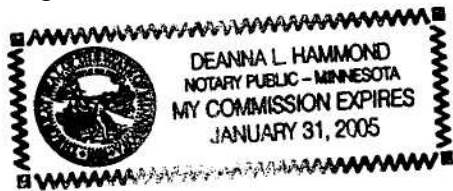
RECITALS

A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, The Windwood Company, Inc., the owner(s) of Lot 3, Block A, Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 25th day of August 2003.



The Windwood Company, Inc.

By: [Signature]
Title: President

STATE OF MINNESOTA)
)ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 25th day of August, 2003, by Stephen G. Ayers, the President, of The Windwood Company, Inc., a corporation, on behalf of said entity.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, PA.
J. Patrick Brinkman, Esq.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420

**TOWNE LAKES
CONSENT AND JOINDER**

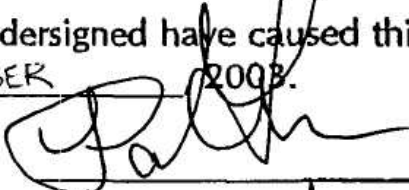
RECITALS

A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

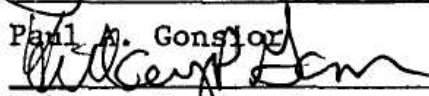
B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, Paul A. Gonsior and Hillary P. Gonsior, the owner(s) of Lot 4, Block 4, Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent and Joinder to be executed on the 14TH day of OCTOBER 2003.

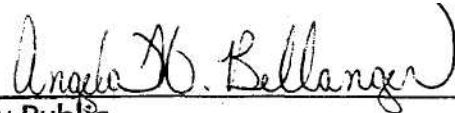


Paul A. Gonsior


Hillary P. Gonsior

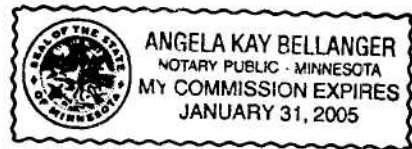
STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 14th day of October 2003, by Paul A. Gonsior & Hillary P. Gonsior.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420



TOWNE LAKES

CONSENT AND JOINDER

RECITALS

A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, Kirk D. Risberg & Maria M. Risberg the owner(s) of Lot 4, Block 5, Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent and Joinder to be executed on the 20 day of October, 2003.

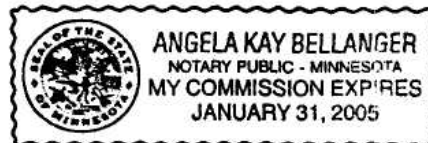
Kirk D. Risberg
Kirk D. Risberg
Maria M. Risberg
Maria M. Risberg

STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 20th day of October 2003, by Kirk D. Risberg & Maria M. Risberg.

Angela Kay Bellanger
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420



TOWNE LAKES
CONSENT AND JOINDER

RECITALS

A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, Bonnie A. Jaehning, the Owner(s) Of Lot 5 , Block 5 , Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent and Joinder to be executed on the 25 day of August 2003.



Bonnie A. Jaehning

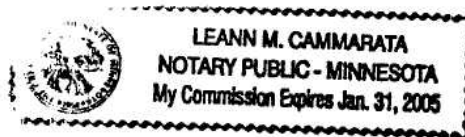
STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 25th day of August, 2003, by Bonnie A. Jaehning.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420



TOWNE LAKES
CONSENT AND JOINDER

RECITALS

A. A Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes dated April 18, 2002 was filed in the office of the County Recorder of Wright County on May 15, 2002 as Document No. 791007 (the "Original Master Declaration").

B. The Original Master Declaration is amended and restated by the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Towne Lakes to which this Consent and Joinder is attached (the "Amended and Restated Master Declaration").

NOW, THEREFORE, Robert J. Bros & Janice R. Bros, the Owner(s) of Lot 5, Block 8, Towne Lakes, Wright County, Minnesota, hereby consent to and join in the Original Master Declaration recorded as Document No. 791007 in the office of the Wright County Recorder, and the Amended and Restated Master Declaration of Towne Lakes to which this Consent and Joinder is attached, provided, that by consenting to and joining in said documents, the undersigned do not in any manner constitute nor obligate themselves as the Master Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent and Joinder to be executed on the 22nd day of August, 2003.

Robert J. Bros
Robert J. Bros
Janice E. Bros
Janice E. Bros

STATE OF MINNESOTA)
)ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 22nd day of August, 2003, by Robert J. Bros & Janice E. Bros.

Angela K. Bellanger
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612)373-8420

