

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Victor Gardens Single Family Village Homeowners Association

Corporate Charter Number: 2B-91

Chapter Formed Under: 317A

This certificate has been issued on 01/16/2003.



Mary Kiffmeyer
Secretary of State.

ARTICLES OF INCORPORATION

OF

VICTOR GARDENS SINGLE FAMILY VILLAGE HOMEOWNERS ASSOCIATION

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, and statutes amendatory thereof, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of this corporation shall be "Victor Gardens Single Family Village Homeowners Association" (the "Association").

ARTICLE II

PURPOSES AND POWERS

The purposes for which the Association is formed, and its powers, are as follows:

1. To act as the Association which is referred to in the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration"), a single-family residential community located in Washington County, Minnesota.
2. To be a member of Victor Gardens Community Association (the "Master Association"), a nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A and Section 515B.2-121 of the Minnesota Common Interest Ownership Act ("MCIOA"). The Master Association is a "master association" as defined in Section 5158.1-103(21) of MCIOA.
3. To provide for the maintenance, operation and management of the Property described in the Declaration, for the health, safety and welfare of the Owners and Occupants thereof, and for the preservation of the value and architectural character of the Property.
4. To exercise the powers and duties now or hereafter granted or imposed by law, the Declaration, or the Association's Bylaws; except to the extent that such powers are delegated to the Master Association pursuant to Section 515B.2-121(c) of MCIOA and retained by the Master Association.
5. To do all other lawful acts or things reasonably necessary for carrying out the Association's purposes; provided, that no actions shall be authorized or undertaken which may jeopardize the Association's status as a nonprofit corporation.

Reference terms used in this document shall have the meaning assigned to them by the Master Declaration governing the Master Association, and by the Declaration.

ARTICLE III

REGISTERED OFFICE

The address of the registered office of this Association is 3500 Willow Lake Boulevard, Suite 100, Vadnais Heights, Minnesota 55110.

ARTICLE IV

INCORPORATOR

The name and address of the incorporator of this Association are as follows: J. Patrick Brinkman, 225 South Sixth Street, Suite 4200, Minneapolis, Minnesota 55402.

ARTICLE V

MEMBERSHIP/VOTING

The members of this Association (the "Members") are those persons described as Members in the Bylaws of the Association. Membership in the Association shall be transferable, but only as an appurtenance to and together with the Member's title to the Unit to which the membership is allocated. One membership is allocated to each Unit. The Members shall have the voting rights allocated to their respective Units as described in the Declaration. Cumulative voting by Members is not permitted.

ARTICLE VI

BYLAWS

The first Board of Directors shall, at its first meeting, adopt Bylaws for the regulation of the business of the Association. Thereafter, the Bylaws may be amended or revoked only by the Members of the Association, as provided in the Bylaws.

ARTICLE VII

DIRECTORS

The business of this Association shall be managed by the Board of Directors consisting of at least three persons, or such greater number as provided in the Bylaws. After the expiration of the terms of office of the members of the first Board of Directors appointed by the Declarant, the directors shall be elected as provided in the Bylaws.

ARTICLE VIII

LIMITED LIABILITY

The Members of this Association shall not be subject to any personal liability for corporate obligations. In addition, no person who serves without compensation as a director, officer, member or agent of the Association shall be held civilly liable for an act or omission by that person if the act or omission was in good faith, was within the scope of the person's responsibilities as director, officer, Member or agent of the Association, and did not constitute willful or reckless misconduct, except as follows:

- a. an action or proceeding brought by the attorney general for a breach of a fiduciary duty as a director;
- b. a cause of action to the extent it is based on federal law;
- c. a cause of action based on the person's express contractual obligation; or
- d. an act or proceeding based on a breach of public pension plan fiduciary responsibility.

Nothing in this Article limits an individual's liability for physical injury to another person or for wrongful death which is personally and directly caused by that individual.

ARTICLE IX

NO PECUNIARY GAIN

The Association shall not afford pecuniary gain, incidentally or otherwise, to its Members; provided, that (i) Members may be reimbursed for out-of-pocket expenses incurred in carrying out duties on behalf of the Association, and (ii) Members may be reasonably compensated for goods and services furnished to the Association as vendors in arms-length transactions, as provided in the Bylaws.

ARTICLE X

DURATION

The duration of the Association shall be perpetual, subject to dissolution in accordance with Article XII.

ARTICLE XI

AMENDMENTS


Amendment of these Articles of Incorporation requires the prior approval of (i) Members who hold in excess of fifty percent of the voting power of all Members, (ii) the Board of Directors, (iii) the Master Board as to matters affecting the Master Association and (iv) any other Person whose approval is required by the Declaration or Master Declaration; except that the registered office may be changed by the filing of a Certificate of Change of Registered Office in accordance with law.

ARTICLE XII

DISSOLUTION

The Association may be dissolved only in connection with the termination of the common interest community. The Association shall be dissolved as provided in the Minnesota Nonprofit Corporation Act, and the dissolution shall be subject to approval by (i) the Master Board, (ii) the Board of Directors and (iii) Members authorized to cast at least eighty percent of the voting power of all Members.

IN WITNESS WHEREOF, I have subscribed my name on this 9th day of January, 2003.


J. Patrick Brinkman, Incorporator

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JAN 16 2003


Secretary of State

BYLAWS

VICTOR GARDENS SINGLE FAMILY VILLAGE HOMEOWNERS ASSOCIATION

This document constitutes the Bylaws of Victor Gardens Single Family Village Homeowners Association, a Minnesota nonprofit corporation (the "Association"). The Association is organized pursuant to Minnesota Statutes Chapter 317A, the Minnesota Nonprofit Corporation Act (the "Act"), for the purpose of operating and managing Victor Gardens Single Family Village, a single-family residential community.

SECTION 1

GENERAL

1.1 Master Association/Powers. The Association is a member of Victor Gardens Community Association (the "Master Association") and the Property is subject to the Master Declaration of Victor Gardens (the "Master Declaration"). All powers of the Association are delegated to the Master Association, except those (i) reserved to the Association under Section 6.5 of these Bylaws or under the Master Bylaws, or (ii) relinquished by the Master Association under Section 8.1 of the Master Bylaws.

1.2 Terms and Definitions. The terms used in these Bylaws shall have the meanings assigned to them in the Declaration of Victor Gardens Single Family Village (the "Declaration") or in the Master Declaration, if not otherwise defined.

SECTION 2

MEMBERSHIP

2.1 Owners Defined. All Persons described as Owners in Section 4 of the Declaration shall be members of the Association. No Person shall be a member solely by reason of holding a security interest in a Unit. A Person shall cease to be a member at such time as that Person is no longer an Owner.

2.2 Registration of Owners and Occupants. Each Owner shall register with the Secretary of the Association, in writing, within thirty days after taking title to a Unit, (i) the name and address of each Owner of the Unit; (ii) the nature of such Owner's interest or estate in each Unit owned; and (iii) the address at which the Owner desires to receive notice of any meeting of the Owners, if other than the Unit address. Each Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information, and shall be obligated to provide the names of the Occupants of the Unit upon request of the Association.

2.3 Transfers. The interests, rights and obligations of an Owner in the Association may be assigned, pledged, encumbered or transferred, but only along with and as a part of the title to the Owner's Unit or as otherwise specifically authorized by the Governing Documents, the Master Governing Documents or by law.

SECTION 3

VOTING

3.1 Entitlement. Votes shall be allocated to each Unit as provided in the Declaration. There shall be only one vote per Unit notwithstanding the existence of a two-family Dwelling within the Unit. However, no vote shall be exercised as to a Unit while the Unit is owned by the Association.

3.2 Authority to Cast Vote. At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 4.6, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Unit owned by the Owner. If there is more than one Owner of a Unit, only one of the Owners may cast the vote. If the Owners of a Unit fail to agree as to who shall cast the vote, or fail to register pursuant to Section 2.2, the vote shall not be cast.

3.3 Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Unit and be counted as present at any meeting of the Owners by executing a written proxy naming another Person entitled to act on that Owner's behalf, and delivering the same to the Secretary before the commencement of any such meeting. All proxies granted by an Owner shall be effective until the earliest of the following events: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is given, (ii) the adjournment of the meeting for which the proxy is given, or (iii) the time at which the granting Owner is no longer an Owner, or (iv) any other applicable event specified in Minnesota Statutes Section 317A.453.

3.4 Voting by Mail Ballot. Any action taken at a meeting of the Association, except the election or removal of directors, may be taken by mailed ballots, subject to the following requirements.

3.4.1 The notice of the vote shall: (i) clearly state the proposed action, (ii) indicate the number of responses needed to meet the quorum requirements, (iii) state the percentage of approvals necessary to approve each matter other than election of directors, and (iv) specify the time by which a ballot must be received by the Association in order to be counted.

3.4.2 The ballot shall: (i) set forth each proposed action and (ii) provide an opportunity to vote for or against each proposed action.

3.4.3 The Board shall set the time for the return of ballots, which shall not be less than fifteen nor more than thirty days after the date of mailing of the ballots to the Owners. The Board shall provide notice of the results of the vote to the Owners within ten days after the expiration of the voting period.

3.4.4 Approval by written ballot under this Section is valid only if (i) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (ii) the number of approval votes equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

3.5 Vote Required. A majority of the votes cast at any properly constituted meeting of the Owners, or cast by mail in accordance with Section 3.4, shall decide all matters properly brought before the Owners, except where a different vote or voting procedure is required by the Governing Documents or the Act. The term "majority" as used herein shall mean in excess of fifty percent of the votes cast at a meeting, in person or by proxy, or voting by mail, in accordance with the allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

SECTION 4

MEETINGS OF OWNERS

4.1 Place. All meetings of the Owners shall be held at the office of the Association or at such other place in the state of Minnesota reasonably accessible to the Owners as may be designated by the Board in any notice of a meeting of the Owners.

4.2 Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Board. At each annual meeting of the Owners, (i) the Persons who are to constitute the Board shall be elected pursuant to Section 6, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

4.3 Special Meetings. A special meeting of the Owners may be called by the President as a matter of discretion. A special meeting of the Owners must be called by the President or Secretary within thirty days following receipt of the written request of a majority of the members of the Board or of Owners entitled to cast at least twenty-five percent of all votes in the Association. The meeting shall be held within ninety days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes and authority under the Governing Documents.

4.4 Notice of Meetings. Not less than twenty-one nor more than thirty days in advance of any annual meeting of the Owners, and at least seven, but no more than thirty, days in advance of any special meeting of the Owners, the Secretary shall send, to all persons who are Owners as of the date of sending the notice, notice of the time, place and agenda of the meeting, by United States mail, or by hand delivery, at the Owner's Unit address or to such other address as the Owner may have designated in writing to the Secretary. Notice of meetings to vote upon amendments to the Articles of Incorporation shall also be given separately to each officer and director of the Association.

4.5 Quorum/Adjournment. The presence of Owners, in person or by proxy, who have the authority to cast in excess of twenty-five percent of all the votes in the Association shall be necessary to constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. Any meeting may be adjourned from time to time, but until no longer than fifteen days later, without notice other than announcement at the meeting as initially called. If a quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting or a reconvened meeting, shall continue to exist for that meeting notwithstanding the departure of any Owner previously in attendance in person or by proxy. The Association may not be counted in determining a quorum as to any Unit owned by the Association.

4.6 Voting Register. The Secretary shall have available at the meeting a list of the Unit numbers, the names of the Owners, the vote attributable to each Unit and the name of the Person (in the case of multiple Owners) authorized to cast the vote.

4.7 Agenda. The agenda for meetings of the Owners shall be established by the Board, consistent with the Governing Documents, and shall be sent to all Owners along with the notice of the meeting.

SECTION 5

ANNUAL REPORT

The Board shall prepare an annual report, a copy of which shall be provided to each Owner at or prior to the annual meeting. The report shall contain, at a minimum:

5.1 Financial Statements. A statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year. Copies of the comparable reports for the Master Association shall be provided upon request.

5.2 Status of Assessments. A statement of the total past due Assessments on all Units, current as of not more than sixty days prior to the date of the meeting.

SECTION 6

BOARD OF DIRECTORS

6.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The first Board shall consist of the persons designated as directors by the incorporator of the Association or appointed by Developer to replace them, subject to the rights of Owners to elect directors as set forth in Section 6.2. Upon the expiration of the terms of the members of the first Board, the Board shall be composed of five directors, a majority of whom shall be Owners, or a duly authorized representative of the Owner if the Owner is a Person other than a natural person.

6.2 Term of Office. The terms of office of the members of the Board shall be as follows:

6.2.1 The terms of all directors appointed by Developer during the Developer Control Period shall terminate upon the earliest of (i) voluntary surrender of control by Developer, (ii) an Association meeting which shall be held within sixty days after conveyance to Owners other than the Developer of seventy-five percent of the total number of Units authorized to be included in the Association, or (iii) the date ten years following the date of the first conveyance of a Unit to an Owner other than the Developer.

6.2.2 The first terms of office of the directors elected by the Owners upon the termination of the Developer Control Period shall be one year for two of the directors, two years for two of the directors and three years for one of the directors. Each term of office thereafter shall be three years and shall expire upon the election of a successor at the appropriate annual meeting of the Owners; provided, that a director shall continue in office until a successor is elected. A number of nominees equal to the number of vacancies, and receiving the greatest numbers of votes, shall be elected, notwithstanding that one or more of them does not receive a majority of the votes cast. The nominee or nominees receiving the greatest numbers of votes shall fill the longer terms. A director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these Bylaws. There shall be no cumulative voting for directors.

6.3 Nominations. Except for directors appointed by the Developer, nominations for election to the Board at the annual meetings shall be made by a nominating committee appointed by the Board, or made from the floor at the meeting. Nominations may be submitted only by Owners (including nominations submitted by the Board), and may not be made without the prior consent of the person nominated. The nominating committee shall consist of Owners who are representative of the general membership of the Association, and shall establish fair and reasonable procedures for the submission of nominations.

6.4 Powers. Subject to the powers delegated to the Master Association as described in Section 6.5, the powers of the Association include, without limitation, all powers necessary for the administration of the affairs of the Association, including all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the Owners) by law or by the Governing Documents. The powers of the Association are vested in the Board, unless expressly reserved to the Owners by the Governing Documents or by law. The Association's powers include, without limitation, the power to:

6.4.1 maintain (i) the Common Elements (if any), (ii) any Village entrance signs and monuments which serve the Property and which are not being maintained by the Master Association, (iii) Alleys which are not being maintained by the Master Association, and (iv) in the Association's discretion, landscaping, lawns, irrigation systems, walks or driveways located within the yard areas of the Units.

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

6.4.3 administer and enforce the covenants, conditions, restrictions, and other obligations set forth in the Governing Documents and Rules.

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

6.4.5 adopt, amend and revoke reasonable Village Rules consistent with the Governing Documents and the Master Governing Documents, as follows: (i) regulate the use of the Common Elements (if any); (ii) regulate the use of the Units, and the conduct of Owners and Occupants, which may jeopardize the health, safety, or welfare of other Owners and Occupants, which involves noise or other disturbing activity, or which may damage the Common Elements (if any) or other Units; (iii) regulate animals; (iv) regulate changes in the appearance of the Common Elements (if any) and conduct which may damage the Property, (v) regulate the exterior appearance of the Property, including, for example, signs and other displays, regardless of whether inside a Dwelling; (vi) implement the Governing Documents, and exercise the powers granted by this Section; and (vii) otherwise facilitate the operation of the Property.

6.4.6 adopt and amend budgets for revenues, expenditures and reserves, levy and collect Assessments for Common Expenses, and foreclose Assessment liens incidental to its collection efforts.

6.4.7 hire and discharge managing agents and other employees, agents, and independent contractors.

6.4.8 institute, defend, or intervene in litigation or administrative proceedings (i) in its own name, on behalf of itself or two or more Owners, on matters affecting the Common Elements (if any) or other matters affecting the Property or the Association,

or, (ii) with the consent of the Owners of the affected Units on matters affecting only those Units.

6.4.9 make contracts and incur liabilities.

6.4.10 regulate the use, maintenance, repair, replacement and modification of the Common Elements (if any) and the Units.

6.4.11 cause improvements to be made as a part of the Common Elements.

6.4.12 acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property.

6.4.13 grant easements as follows: (i) public utility and communications systems easements through, over or under the Common Elements (if any) may be granted by the Board, subject to any restrictions contained in the Master Governing Documents; and (ii) other public or private easements, leases and licenses through, over or under the Common Elements (if any) may be granted only by approval of the Board, and by the Owners (other than Developer) voting at an Association meeting, unless such easement is expressly authorized by the Declaration or another previously recorded instrument, subject to any restrictions contained in the Master Governing Documents.

6.4.14 impose and receive any payments, fees, or charges for services provided to Owners.

6.4.15 impose charges for late payment of Assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Governing Documents and the Village Rules.

6.4.16 borrow money, and encumber or pledge the assets of the Association as security therefor; provided that any borrowings in any twelve month period which exceed, in aggregate, ten percent of the Association's current annual budget, shall require approval by the Owners voting at an Association meeting.

6.4.17 impose reasonable charges for the review, preparation and recording of amendments to the Declaration or Bylaws, statements of unpaid assessments, documents for subsequent buyers of Units or furnishing copies of Association records.

6.4.18 provide for the indemnification of its officers, directors and committee members, and maintain directors' and officers' liability insurance.

6.4.19 provide for reasonable procedures governing the conduct of meetings and the election of directors.

6.4.20 appoint, regulate and dissolve committees.

6.4.21 elect certain members of the Master Board, as described in Section 6.5 of these Bylaws.

6.4.22 exercise any other powers conferred by law or the Governing Documents, or which are necessary and proper for the governance of the Association.

6.5 Delegation of Powers. The Master Association, a master association within the meaning of Minn. Stat. § 515B.2-121, is delegated and exclusively authorized to exercise all powers of the Association, including but not limited to all of those powers listed in Section 6.4, unless such powers are relinquished to the Association in accordance with Section 8.1 of the Master Bylaws or otherwise reserved to the Association. The following powers are reserved to the Association through its Board:

6.5.1 The Board shall elect, from among its members, a number of Master Board directors specified by the Master Bylaws, all in accordance with the procedures and requirements set forth in the Master Governing Documents.

6.5.2 The Board shall, upon the request of the Master Board, prepare or assist the Master Board in preparing an annual budget of the Village Assessments.

6.5.3 The Board shall advise the Master Board with respect to matters relating to the maintenance and operation of the Village, and shall obtain and analyze input from the members of the Association with respect to the operation of the Master Association.

6.5.4 The Board shall, upon the request of the Master Board and in cooperation with the management agent for the Master Association, obtain bids and other proposals for services affecting the Association, and make recommendations to the Master Board as to the need for and the scope of such services.

6.5.5 The Board shall act as a liaison between the Master Board and the members of the Association, and shall cooperate to ensure that the decisions of the Master Board are properly communicated to the members of the Association, Owners and Occupants, and implemented.

6.5.6 Subject to approval by the Master Board, the Board may approve and implement Village Rules which are consistent with the Master Rules and Master Governing Documents.

6.5.7 The Board shall cause the Association to comply with the requirements of the Minnesota Nonprofit Corporation Act and other applicable state and federal laws.

6.5.8 If all or part of the A.R.C.'s authority is relinquished and delegated to the Association, the Board may appoint members of the Association's Architectural Review Committee, which Committee shall have the authority, responsibility and obligation relinquished and delegated to it and as set forth in the Master Declaration and the Declaration.

6.6 Meetings and Notices. An annual meeting of the Board shall be held promptly following each annual meeting of the Owners. At each annual meeting of the Board (i) the officers of the Association shall be elected, and (ii) the Association's member(s) of the Master Board shall be elected, subject to staggered election terms as prescribed by the Master Bylaws.

6.6.1 Regular meetings of the Board shall be held at such times as may be fixed from time to time by a majority of the members of the Board, or, in the absence of such action, by the President. A schedule, or any amended schedule, of the regular meetings shall be provided to the directors, and made available for the information of Owners, as provided in Section 6.6.5.

6.6.2 Special meetings of the Board shall be held when called (i) by the President of the Association, or (ii) by the Secretary within ten days following the written request of a majority of the directors. Notice of any special meeting shall be given to each director not less than three days in advance thereof, subject to Section 6.6.3. Notice to a director shall be deemed to be given (i) when deposited in the United States mail postage prepaid to the Unit address of such director, or such other address designated by the director in writing to the Secretary of the Association, (ii) when sent by facsimile to a number designated in writing by the director, or (iii) when personally delivered, orally or in writing, by a representative of the Board to the director.

6.6.3 Any director may at any time waive notice of any meeting of the Board orally, in writing, or by attendance at the meeting. If all the directors are present at a meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

6.6.4 A conference among directors by a means of communication through which all directors may simultaneously hear each other during the conference is a board meeting, if (i) the same notice is given of the conference as would be required for a meeting, and (ii) the number of directors participating in the conference is a quorum. Participation in a meeting by this means is personal presence at the meeting.

6.6.5 Except as otherwise provided in this Section, meetings of the Board must be open to the Owners. To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time, and place of a Board meeting. If the date, time and place of meetings are provided for in the Declaration, Articles, Bylaws, announced at a previous meeting of the Board, posted in a location accessible to the Owners and designated by the Board from time to time, or if an emergency requires immediate

consideration of a matter by the Board, notice is not required. "Notice" has the meaning given in Section 11.1 of these Bylaws. Notwithstanding the foregoing, meetings may be closed at the discretion of the Board to discuss the following:

6.6.5.1 personnel matters;

6.6.5.2 pending or potential litigation, arbitration or other potentially adversarial proceedings between Owners, between the Board or Association and Owners, or other matters in which any Owner may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or Association or the privacy of an Owner or Occupant of a Unit; or

6.6.5.3 criminal activity arising within the Property or involving an Owner or Occupant if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.

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

6.6.6 All Board meetings shall be open to any member of the Master Board designated to attend the meeting as the Master Board's representative.

6.7 Quorum and Voting. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies are prohibited for Board meetings.

6.8 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all the directors.

6.9 Vacancies. A vacancy in the Board, other than those described in Sections 6.1, 6.2 and 6.10, shall be filled by a person elected within thirty days following the occurrence of the vacancy by a majority vote of the remaining directors, regardless of their number. Each person so elected shall serve out the term vacated.

6.10 Removal. A director may be removed from the Board, with or without cause, by a majority vote at any annual or special meeting of the Owners; provided, (i) that the notice of the meeting at which removal is to be considered states such purpose, (ii) that the director to be removed has a right to be heard at the meeting and (iii) that a new director is elected at

the meeting by the owners to fill the vacant position caused by the removal. A director may also be removed by the Board if such director (i) has more than two unexcused absences from Board meetings and/or Owners meetings during any twelve month period or (ii) is more than thirty days past due with respect to the payment of assessments or installments thereof on the director's Unit. Such vacancies shall be filled by the vote of the Owners as previously provided in this Section.

6.11 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, the directors of the Association shall receive no compensation for their services in such capacity. A director or an entity in which the director has an interest may, upon approval by the Board, be reasonably compensated under a contract for goods and services furnished to the Association in a capacity other than as a director; provided (i) that the contract is approved by a majority vote of the Board, excluding the interested director, and (ii) that the director's interest is disclosed to the Board prior to approval. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

6.12 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds shall be obtained and maintained as provided in the Declaration on all directors and officers authorized to handle the Association's funds and other monetary assets.

SECTION 7

OFFICERS

7.1 Principal Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. A person may hold more than one office simultaneously, except those of President and Vice President. Only the President and Vice President must be members of the Board.

7.2 Election. The officers of the Association shall be elected annually by the Board at its annual meeting and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

7.4 President. The President is the chief executive officer of the Association, and presides at all meetings of the Board and the Association. The President has all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. The President shall perform other duties as are prescribed by the Board.

7.5 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice President shall perform such other duties as are prescribed by the Board.

7.6 Secretary. The Secretary is responsible for recording the minutes of all meetings of the Board and the Association. The Secretary is responsible for keeping the books and records of the Association, and giving all notices required by the Governing Documents or the Act unless directed otherwise by the Board. The Board may delegate the Secretary's administrative functions to a managing agent; provided, that such delegation shall not relieve the Secretary of the ultimate responsibility for the Secretary's duties.

7.7 Treasurer. The Treasurer is responsible for all financial assets of the Association, and shall be covered by a bond or insurance in such sum and with such companies as the Board may require. The Treasurer shall (i) be responsible for keeping the Association's financial books, assessment rolls and accounts; (ii) cause an annual financial report to be prepared, subject to review by the Association's accountants; (iii) cause the books of the Association to be kept in accordance with generally accepted accounting practices and shall submit them to the Board for its examination upon request; (iv) cause all moneys and other monetary assets of the Association to be deposited in the name of or to the credit of the Association in depositories designated by the Board; (v) cause the proper obligations of the Association to be paid when due; and (vi) perform all other duties incident to the office of Treasurer. The Board may delegate the Treasurer's administrative functions to a managing agent; provided, that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.

7.8 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, officers of the Association shall receive no compensation for their services in such capacity. An officer or an entity in which the officer has an interest may be reasonably compensated under a contract for goods and services furnished to the Association in a capacity other than as an officer; provided (i) that the contract is approved by a majority vote of the Board, excluding the interested party, and (ii) that the officer's interest is disclosed to the Board prior to approval. Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

SECTION 8

OPERATIONS

8.1 General. The Association shall have all powers necessary to conduct its lawful affairs, including but not limited to those powers granted to it by the Governing Documents and by law. The Association shall exercise such powers with respect to all matters affecting the Village, except to the extent that such powers are delegated to and exercised by the Master Association.

8.2 Assessment Procedures. The Developer shall determine when the first Assessment is levied and due. Thereafter, the Association shall prepare a budget of Common Expenses attributable to the Association, including the Association's share of annual Master Assessments levied by the Master Association, and shall levy the annual Assessment against the Units as provided in the Governing Documents.

8.2.1 The annual Assessment shall be levied against all Units effective as of the first day of the Association's fiscal year when the first Assessment installment is due, as determined by the Board, and notice shall be given to the Owners at least thirty days prior to the due date. The failure to timely levy or give notice of an annual Assessment shall not relieve the Owners of their obligation to continue paying Assessment installments in the amount currently levied, as well as any increases subsequently levied.

8.2.2 The Board may amend the budget and Assessments, or levy a special Assessment, at any time, and shall do so promptly if the Master Association amends its budget or levies a Master Special Assessment or Village Assessment. The levy shall be deemed to occur upon the date specified in the resolution which fixes the Assessment.

8.2.3 The Board may levy limited Assessments, which may include an allocation of all or part of the Village Assessments made by the Master Association, against only certain Units under Section 7 of the Declaration. Such Assessments may be included in the Assessments levied annually against the affected Units or may be levied separately at any time during the year. Such Assessments are not annual or special Assessments within the meaning of the Governing Documents.

8.2.4 The budget may include a general operating reserve, and shall include an adequate reserve fund for maintenance, repair and replacement of the Common Elements (if any), and parts of the Units (if any) that must be maintained, repaired or replaced by the Association on a periodic basis.

8.2.5 The Association shall furnish copies of each budget on which the Assessment is based to an Owner, upon request of such Owner.

8.3 Payment of Assessments. Unless otherwise designated by the Board or the Governing Documents, annual Assessments shall be due and payable in monthly installments in advance on the first day of each month of the year or other period for which the Assessments are made, and special Assessments shall be due when designated by the Board. All Owners shall be absolutely and unconditionally obligated to pay the Assessments. No Owner or Occupant shall have any right of withholding, offset or deduction against the Association or the Master Association with respect to any Assessments, or late charges or costs of collection, regardless of any claims alleged against the Association or the Master Association or their officers or directors. Any rights or claims alleged by an Owner may be pursued only by separate action.

8.4 Default in Payment of Assessments. If any Owner does not make payment on or before the date when any Assessment or installment thereof is due, subject to such grace periods as may be established, the Board may assess, and such Owner shall be obligated to pay, a late charge as provided in the Declaration for each such unpaid Assessment or installment thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board in collecting any such unpaid Assessment.

8.4.1 If there is a default of more than thirty days in payment of any Assessment, the Board may accelerate any remaining installments of the Assessment upon prior written notice thereof to the Owner, and the entire unpaid balance of the Assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said date.

8.4.2 The Board shall have the right and duty to attempt to recover all Assessments on behalf of the Association and the Master Association, together with any charges, attorneys' fees or expenses relating to the collection thereof. In addition, the Board shall have the right to recover any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant.

8.4.3 The rights and remedies referred to herein shall in no way limit the remedies available to the Association or Master Association under the Declaration, the Master Governing Documents or by law.

8.5 Foreclosure of Liens for Unpaid Assessments. The Association has the right to foreclose a lien against a Unit for Assessments imposed by the Association, as more fully described in the Declaration.

8.6 Records. The Board shall cause to be kept at the registered office of the Association, and at such other place as the Board may determine, records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Owners of the Association, names of the Owners, and detailed and accurate records of the receipts and expenditures of the Association. With the exception of records that may be privileged or confidential information, all Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Owners upon reasonable notice and during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the Assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid.

8.7 Enforcement of Obligations. All Owners and Occupants and their guests are obligated and bound to observe the provisions of the Master Governing Documents, the Governing Documents, the Rules, the Master Rules and the Act. The Association may impose any or all of the charges, sanctions and remedies authorized by the Master Governing

Documents, the Governing Documents or by law to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

SECTION 9

AMENDMENTS

These Bylaws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions:

9.1 Approval. The amendment must be approved by:

9.1.1 The Board,

9.1.2 Owners who have authority to cast in excess of fifty percent of the total votes in the Association, in writing or at a duly held meeting of the Owners,

9.1.3 The Master Developer as provided in the Master Declaration, and

9.1.4 Developer, as provided in the Declaration.

9.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. mail, or hand delivered, to all Owners authorized to cast votes and the Master Board; and

9.3 Effective Date. An amendment is effective on the date of approval by the required vote of the Owners, and need not be recorded. If recorded, the amendment shall be recorded in the office of the recording officer for the county in which the Property is located.

SECTION 10

INDEMNIFICATION

The 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 Association, pursuant to the provisions of Minnesota Statutes Section 317A.521.

SECTION 11

MISCELLANEOUS

11.1 Notices. Unless specifically provided otherwise in the Declaration or these Bylaws, all notices required to be given by or to the Association, the Board, the Master Association, the Master Board, the officers of the Association or Master Association, or the Owners or Occupants 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 that registrations pursuant to Section 2.2 shall be effective upon receipt by the Master Association.

11.2 Severability. The invalidity or unenforceability of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

11.3 Captions. The captions in these Bylaws are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these Bylaws or the intent of any provision hereof.

11.4 Conflicts in Documents. In the event of any conflict between the provisions of the Master Governing Documents and the Governing Documents or Rules, the Master Governing Documents shall control. As among the Declaration, these Bylaws and the Rules, the Declaration shall control. The Bylaws shall control as against the Rules. The Master Rules shall control as against the Rules.

11.5 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.6 No Corporate Seal. The Association shall have no corporate seal.

11.7 Fiscal Year. The fiscal year of the Association shall be as determined by the Board.

The undersigned certifies that these Bylaws were duly adopted by the Board of Directors of Victor Gardens South Homeowners Association, a Minnesota nonprofit corporation, effective as of the date hereof.

Dated: _____

Secretary
Victor Gardens Single Family Village Homeowners
Association

3309082



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2003/02/18 11:55:00 AM

3309082



Cindy Kasmann
County Recorder

By: *Cindy Kasmann*

WASHINGTON COUNTY, MINNESOTA

2-10-03

MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY

Rebecca J. Ault

DEPUTY

WALK-THRU
PRIORITY

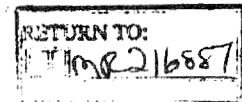
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VICTOR GARDENS SINGLE FAMILY VILLAGE

DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

Ref



**VICTOR GARDENS SINGLE FAMILY VILLAGE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

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(Above Space Reserved for Recording Data)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
VICTOR GARDENS SINGLE FAMILY VILLAGE

This Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") is made as of the 23 day of JANUARY, 2003, by POA - Scherer LLC, a Minnesota limited liability company (the "Developer"), for the purpose of establishing Victor Gardens Single Family Village as a single-family residential housing community.

WHEREAS, Developer is the owner of certain real property located in Washington County, Minnesota, legally described in Exhibit A attached hereto, and Developer desires to submit said real property and all improvements thereon (collectively the "Property") to this Declaration; and

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

WHEREAS, Developer desires to establish on the Property, and any additional property added thereto, a plan for a permanent, single-family residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the quality and character of the Property; and

WHEREAS, the Property is not subject to the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B ("MCIOA"), by reason of the exemption contained in Section 515B.1-102(e)(2) of MCIOA; and

WHEREAS, the Property and the Association are subject to the Master Governing Documents of Victor Gardens, and to the jurisdiction of Victor Gardens Community Association, a master association as defined in Section 515B.2-121 of MCIOA; and

WHEREAS, it is intended that the Master Association shall exercise certain powers on behalf of the Association, as described in the Master Declaration.

THEREFORE, Developer makes this Declaration and submits the Property to this Declaration as a residential community under the name "Victor Gardens Single Family Village," consisting of the Units referred to in Section 3, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all real estate added thereto, shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein and in the Master Declaration, all of which shall run with the land and be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1

DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

1.1 "Accessory Building" shall have the meaning provided in Section 1.1 of the Master Declaration.

1.2 "Act" means the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, as amended.

1.3 "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 Developer has the unilateral right to add to the Property.

1.4 "Alleys" shall have a meaning provided in Section 1.3 of the Master Declaration.

1.5 "Architectural Review Committee" or "A.R.C." means the committee of the Master Association which makes determinations concerning certain architectural standards for the Property as provided in Section 8 of the Master Declaration.

1.6 "Assessment" means an Assessment levied by the Association pursuant to the Governing Documents.

1.7 "Association" means Victor Gardens Single Family Village Homeowners Association, a Minnesota nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A, whose members consist of all Owners.

1.8 "Board" means the Board of Directors of the Association as provided for in the Bylaws.

1.9 "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.

1.10 "City" means the City of Hugo, Minnesota.

1.11 "Common Elements" means any parts of the Property except the Units, including all Improvements thereon, owned by the Association for the common benefit of the Owners and Occupants. As of the date of recording this Declaration there are no Common Elements, but Common Elements may be added pursuant to Section 2.2 of this Declaration.

1.12 "Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation Assessments, Master Assessments and items otherwise identified as Common Expenses in the Declaration or Bylaws.

1.13 "Developer Control Period" means the time period during which Developer has the exclusive right to appoint the members of the Board, as provided in Section 16.5 of this Declaration.

1.14 "Developer Rights" means those exclusive rights reserved to Developer as described in Section 16.

1.15 "Development Area" means all real estate subject to development by the Master Developer as part of the Community of Victor Gardens, as described in the Master Declaration.

1.16 "Dwelling" means a building consisting of one or more floors, designed and intended for occupancy as a detached, single family residence (or a two-family residence permitted by Section 7.5 in the Master Declaration), and located within the boundaries of a Unit. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.

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

1.18 "Improvement" means any physical improvement of any kind, or any design or color change to any part of the Property, including without limitation any building, retaining wall or other wall, fence, sign, enclosure, screening, sport court, basketball hoop, fire pit, exterior lighting, gazebo, utilities system, communications system, irrigation or drainage system, pond, roadway, trail, planting, landscaping, or any other type of structure, physical improvement or change.

1.19 "Master Assessment" means, collectively any Master Assessment levied by the Master Association under Section 6 of the Master Declaration.

1.20 "Master Association" means Victor Gardens Community Association, a nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A and Section 515B.2-121 of MCIOA, and its successors and assigns. The Master Association is a "master association" as defined in MCIOA.

1.21 "Master Board" means the board of directors of the Master Association, which is the governing body of the Master Association.

1.22 "Master Declaration" means the Victor Gardens Master Declaration of Covenants, Conditions, Restrictions and Easements which is recorded in the office of the Washington County Recorder, as amended or supplemented from time to time.

1.23 "Master Developer" means the Master Developer as defined in the Master Declaration, and its successors and assigns.

1.24 "Master Developer Control Period" means and refer to the Master Developer Control Period described in the Master Declaration.

1.25 "Master Developer Rights" means the exclusive rights reserved to the Master Developer to control the Master Association and complete the development of the Development Area, as described in the Master Declaration.

1.26 "Master Governing Documents" means the 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.

1.27 "Master Rules" means the Rules of the Master Association, as approved from time to time by the Master Board.

1.28 "MCIOA" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended.

1.29 "Member" means all persons who are members of the Association by virtue of being Owners. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.30 "Occupant" means any person or persons, other than an Owner, in possession of or residing in a Unit.

1.31 "Owner" means a Person who owns a Unit, but excluding contract for deed vendors, mortgagees and other parties holding a security interest in a Unit, and Persons holding a remainder interest in a life estate. The term "Owner" includes, without limitation, contract for deed vendees and holders of life estates.

1.32 "Person" means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee, or other legal entity capable of holding title to real property.

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

1.34 "Property" means all of the real property now or hereafter subjected to this Declaration, including the Dwellings and all other structures and improvements located thereon now or in the future. The Property is legally described in Exhibit A attached hereto.

1.35 "Rules" means the Rules of the Association as approved from time to time pursuant to Section 6.7.

1.36 "Unit" means any platted lot subject to this Declaration upon which a Dwelling or if permitted pursuant to the Master Declaration two Dwellings, are located or intended to be located, as described in Section 3.1 and shown on the Plat, including all improvements thereon, but excluding Common Elements (if any).

Terms defined in the Master Declaration, and not in this Section, shall have the meaning set forth in the Master Declaration.

SECTION 2

PROPERTY

2.1 Property. The Property subject to this 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 Developer may, but is not obligated to, subject all or any part of the Additional Property described in Exhibit B to this Declaration as part of the Property; provided the Master Developer subjects the same Additional Property to the Master Declaration. This right shall be exercised by the Developer in accordance with the provisions of Section 17 of this Declaration. Any property so annexed may be designated as Common Elements or Units.

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 Declaration provided said property is subjected to the Master Declaration and prior approval is granted by (i) Owners (other than Developer) of Units to which are allocated at least 67% of the votes in the Association, (ii) Developer so long as Developer owns any unsold Unit for sale, (iii) the Master Board, and (iv) Master Developer, so long as Master Developer owns any unsold Unit for sale or has the right to add or subject additional real estate to the Master Declaration. Any property so annexed may be designated as Common Elements, or Units. The Governing Documents and the Master Governing Documents shall be amended, as necessary, to subject the property to this Declaration and the Master Declaration, and to reallocate Common Expense obligations, Master Common Expense obligations, voting rights and memberships, and the amendments to the Declaration and Master Declaration shall be recorded.

2.4 Dedication and 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 Developer, (ii) the deannexation shall be approved by the Developer and the Board, and (iii) an amendment to this Declaration describing the deannexation and the parcel being deannexed shall be executed by the Developer and Association, consented to by any mortgagee of the deannexed parcel, and recorded. The Association shall also have the power to dedicate or convey reasonable portions of the Property owned by it to any governmental or private Person for private or public purposes, subject to the written consent of the Master Developer and Developer so long as either owns an unsold Unit for sale or has the right to add additional property. The portion of the Property which is deannexed shall be automatically released from this Declaration, effective upon the recording of an instrument evidencing such dedication or conveyance; provided that such instrument shall reference this Declaration and the authority contained in this Section.

2.5 Interest Subject to Plan of Development. Every Owner 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 Developer's rights pursuant to this Declaration. Notwithstanding anything to the contrary in this Declaration, the Developer's rights or obligations under the Governing Documents may not be changed in whole or in part without the prior written consent of the Developer, which consent may be granted or denied in the Developer's sole and absolute discretion.

SECTION 3

DESCRIPTION OF UNITS

3.1 Units. There are eighty Units, all of which are restricted to residential use. Each Unit constitutes a separate parcel of real estate. The locations of the Units are as shown on the Plat, which is incorporated herein by reference. The legal descriptions of the Units are set forth on Exhibit D attached hereto.

3.2 Unit Boundaries. The front, rear and side boundaries of each Unit are the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat. The Units have no upper or lower boundaries. All spaces, walls, and other Improvements within the boundaries of a Unit are a part of the Unit.

SECTION 4

COMMON ELEMENTS

Common Elements. Common Elements and their characteristics shall be as follows:

4.1.1 All parts of the Property except the Units constitute Common Elements. Any Common Elements are owned by the Association for the benefit of the Owners and Occupants.

4.1.2 Any Common Elements are subject to (i) easements as described in this Declaration and the Master Governing Documents and (ii) the right of the Association to establish reasonable Rules governing the use of the Property.

4.1.3 Except as otherwise expressly provided in the Governing Documents or the Master Governing Documents, or as agreed in writing between the Association and the Master Association, all maintenance, repair, replacement, management and operation of any Common Elements shall be the responsibility of the Association.

4.1.4 Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 7.

SECTION 5

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association, shall be governed by the following provisions:

5.1 Membership. Each Owner is a member of the Association by reason of Unit ownership, and the membership is automatically transferred with the conveyance of the Owner's title to the Unit. An Owner's membership terminates when the Owner's Unit ownership terminates. When more than one Person is an Owner of a Unit, all such Persons are members of the Association, but multiple ownership of a Unit does not increase the voting rights allocated to the Unit nor authorize the division of the voting rights.

5.2 Voting and Common Expenses. Each Unit is assigned one vote. There shall be only one vote per Unit notwithstanding the existence of more than one Dwelling within the Unit. Subject to the qualifications set forth in Section 7, Common Expense obligations, annual Assessments and Special Assessments shall be allocated equally among the Units, except each Unit having two Dwellings, excluding Dwellings within an Accessory Building, shall receive an allocation that is two times the amount allocated to the other Units. Such rights and obligations are reallocated on the same basis as other Units are annexed to the Property.

5.3 Appurtenant Rights and Obligations. The ownership of a Unit includes the voting rights and Common Expense obligations described in Section 5.2. Said rights and obligations, and the title to the Units, cannot be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit is void. The allocation of the rights and obligations described in this Section may not be changed, except in accordance with the Governing Documents and the Master Governing Documents.

5.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the Bylaws.

5.5 Membership in Master Association. The Association is a member of the Master Association, as described in the Master Governing Documents. Membership in the Master Association is governed by the following qualifications:

5.5.1 The Association is a member of the Master Association subject to the qualifications set forth in this Section 5.5. The Association's membership terminates when the Association is no longer subject to the Master Governing Documents.

5.5.2 The Property and any real property annexed thereto pursuant to Section 2.2 or 2.3 constitutes all or part of a Village.

5.5.3 The Association, by its Board of Directors, is entitled to appoint members of the Board to also serve as members of the Master Board as provided in the Master Bylaws.

5.5.4 Rights with respect to the Association's membership in the Master Association are exercised by the Board, and the members of the Master Board appointed by the Board, on behalf of the Owners.

5.5.5 Except as expressly provided in the Master Declaration, the Association's membership in the Master Association is appurtenant to and may not be separated from the Association, and is automatically transferred to any successor entity.

5.5.6 No Person holding a security interest in any part of the Property is a member of the Master Association solely by reason of such interest.

5.6 Representation on Master Board. The Association shall be represented on the Master Board as provided in the Bylaws and the Master Governing Documents.

SECTION 6

ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

6.1 General. The operation and administration of the Association and the Property are governed by the Master Governing Documents, the Master Rules, the Governing Documents and the Rules. Subject to Section 6.2, the Association is responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents and the Act, subject to the exercise of certain powers by the Master Association pursuant to Section 6.2. All powers exercisable by the Association are vested in the Board, unless action or approval by the Owners is specifically required by the Governing Documents or the Act. All references to the Association mean the Association acting through the Board unless specifically stated to the contrary.

6.2 Delegation of Powers to Master Association. All powers of the Association are delegated to and shall be exercised by the Master Association unless relinquished by the Master Association to the Association in accordance with Section 8.1 of the Master Bylaws or reserved to the Association or the Board.

The directors elected to the Master Board by the Board shall act as liaisons between the Master Association and the Association, and shall cooperate to insure that decisions of the Master Board are properly communicated to the Owners and Occupants, and implemented.

6.3 Operational Purposes. Subject to Section 6.2, the Association shall operate and manage the Property for the purposes of (i) administering and enforcing the Governing Documents, (ii) maintaining, repairing and replacing those parts of the Property and other improvements (if any) for which the Association is responsible pursuant to Section 10 and (iii) preserving the value and architectural character of the Property.

6.4 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the Governing Documents and Master Governing Documents shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

6.5 Bylaws. The Association shall have Bylaws. The Bylaws govern the operation and administration of the Association, and are binding on all Owners, Occupants and other Persons owning or acquiring any interest in the Property.

6.6 Management. The Master Board has authority to select a manager or managing agent and to delegate the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and the Act.

6.7 Rules. The Board has authority to approve and implement such reasonable Rules as deemed necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property. The Rules shall be consistent with the Governing Documents, the Master Governing Documents and the Master Rules. The inclusion in other parts of the Governing Documents of authority to approve Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules are effective only after reasonable notice thereof has been given to the Owners.

6.8 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 7

ASSESSMENTS

7.1 General. Assessments shall be assessed and levied against the Units subject to the requirements and procedures set forth in this Section 7, the Master Governing Documents and the Bylaws. Assessments shall include annual Assessments under Section 7.2, and may include special Assessments under Section 7.3 and limited Assessments under Section 7.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 5.2; provided, that the Board may allocate a reduced share of an annual or special assessment against those Units which are unimproved or unoccupied to reflect reduced services received from the Association or Master Association. Limited Assessments under Section 7.4 are allocated to Units as set forth in that Section. Master Assessments shall be levied against the Units by the Association as a part of the Association's annual Assessments, or as a special Assessment, as applicable.

7.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association, and the Association's share of Master Assessments for that year, which are to be shared by all Units in accordance with the allocation set forth in Section 5.2. Annual Assessments shall be payable in equal monthly, quarterly or annual installments, as directed by the Board.

7.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units in accordance with the allocation formula set forth in Section 5.2, and for the purposes described in the Master Declaration and this Declaration. Among other things, special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense. Any Master Special Assessment or Village Assessment shall be levied against the Units promptly following the levy by the Master Association or the Association.

7.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited Assessments among only certain Units in accordance with the following requirements and procedures:

7.4.1 Any Common Expense or portion thereof, including any Village Assessment or portion thereof, benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited.

7.4.2 The costs, including costs included in a Village Assessment, of maintaining, repairing and replacing an Alley restricted to the use of Owners, Occupants and invitees of certain Units may be assessed equally to the Units having the exclusive rights to use the Alley, provided, notwithstanding the foregoing, if any such Unit contains two Dwellings, exclusive of Dwellings within an Accessory Building, such Unit shall be assessed at twice the amount of the other Units being assessed.

7.4.3 The costs of insurance may be assessed equally, in proportion to the square footage, value or actual cost per Unit; the costs of utilities may be assessed in proportion to usage; and fees for the use of common amenities (if any) may be assessed equally or in proportion to use.

7.4.4 Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents, the Act and the Rules, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

7.4.5 Late charges, fines and interest may be assessed as provided in Section 14.

7.4.6 Assessments levied to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to those Units' Common Expense liabilities.

7.4.7 If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

7.4.8 If any Assessment or installment of an Assessment becomes more than thirty days past due, then the Association may, upon ten days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

7.4.9 If Common Expense liabilities are reallocated for any purpose, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments levied under Sections 7.4.1 through 7.4.6 may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under this Section 7.

7.5 Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services during the Association's beginning years of operation. The Board shall include in each subsequent annual budget a reasonable amount of working capital, based upon the anticipated needs of the Association for the year in question. There shall be contributed on a one-time basis for each Unit sold an amount equal to two (2) months installments of the estimated annual Assessment for the Unit. The contribution shall be paid at the earlier of the time of closing of sale of the Unit or the time of termination of the Developer Control Period. The contributions to this fund are in addition to the regular installments of Assessments. The funds shall be deposited into a segregated Association account no later than the termination of the Developer Control Period. Developer may not use the funds to defray any of its expenses, reserve contributions or construction costs, or to make up any budget deficit while Developer is in control of the Association. However, upon the closing of the sale of an unsold Unit, Developer may reimburse itself from funds collected from the purchaser at the closing for any payments made by Developer to the working capital fund with respect to that Unit.

7.6 Liability of Owners for Assessments/Developer Exemption. Subject to Section 7.6.3, the obligation of an Owner to pay Assessments is as follows:

7.6.1 The Owner at the time an Assessment is payable with respect to that Owner's Unit is personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit.

7.6.2 The Owner's liability is absolute and unconditional, unless otherwise modified by law or this Declaration. Except as provided in Section 7.6.3, no Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Master Association, the Association or their officers, directors or agents, or for their failure to fulfill any duties under the Master Governing Documents, the Governing Documents or the Act.

7.6.3 The Developer and the Master Developer, and any Unit owned by either of them, are exempt from Assessments and Assessment liens until a certificate of occupancy (or similar approval) has been issued by the City with respect to a Dwelling located in such Unit. A builder approved by the Developer may have a similar exemption from liability for Assessments and Assessment liens if granted in writing by the Developer.

7.7 Assessment Lien. Subject to Section 7.6, the Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association are liens, and are enforceable as Assessments, under this Section 7. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 7, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

7.8 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the state of Minnesota (i) by action, or (ii) by advertisement in substantially the same manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure by advertisement. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.

7.9 Lien Priority; Foreclosure. A lien under this Section 7 is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The holder of a first mortgage on a Unit which acquires title to the Unit by foreclosure or a deed in lieu of foreclosure shall take title to the Unit free and clear of all Assessment liens encumbering the Unit and Assessments payable in the period prior to the acquisition of title to the Unit by the mortgage holder. At such time as the first mortgage holder takes title to the Unit, it shall be obligated to pay

Assessments levied against the Unit and payable during the period when it holds title to the Unit.

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

SECTION 8

RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Master Governing Documents or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

8.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Master Governing Documents, including but not limited to the Use Restrictions set forth in Section 7 of the Master Declaration, and the 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 acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

8.2 Architectural Restrictions. All Improvements or other physical changes to the Property shall be made in compliance with the architectural standards and procedures referenced or set forth in Section 9.

8.3 Antennae. The erection or modification of antennae and other communications, transmission or reception devices on a Unit shall be governed by the following provisions:

8.3.1 A single dish antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services may be installed within a Unit. The installation shall be subject to all governmental laws, codes and ordinances. The Unit Owner shall be responsible for all maintenance and repair of the antenna, and any special maintenance or repair to the Unit which arises out of the installation or existence of the antenna.

8.3.2 The single dish antenna shall be installed so as to minimize its visibility and otherwise camouflage its appearance unless such requirements would unreasonably delay installation, unreasonably increase the cost of installation, maintenance or use of the antenna, or prevent reception of an acceptable quality signal.

8.3.3 The Board shall have authority to impose further, reasonable requirements concerning the installation of antenna, consistent with law.

SECTION 9

ARCHITECTURAL STANDARDS

One of the purposes of this Declaration is to ensure that the Units and exteriors of the Dwellings located thereon be kept architecturally attractive in appearance. Therefore, except as expressly provided in Section 8 of the Master Declaration, no Dwelling, addition, out-building or other structure, enclosure, fence, retaining wall or other wall, gazebo, sport court, fire pit, exterior lighting, landscaping or other visible exterior Improvement to a Unit, shall be commenced, erected, installed or maintained, unless and until the plans and specifications showing the type, dimensions, color, materials and location of the Improvements have been approved in writing (i) by the A.R.C. established by Section 8 of the Master Declaration, or (ii) by the Board if the A.R.C. delegates its architectural review functions for the Property to the Association. Applications for approval of Improvements shall be submitted to the A.R.C. or the Board, as applicable, and processed substantially in accordance with the procedures and standards, including but not limited to the Architectural Review and Design Guidelines for Victor Gardens and the Landscape Policy & Requirements, as established by or referenced in Section 8 of the Master Declaration. Notwithstanding any delegation of architectural review functions for the Property to the Association, the A.R.C. shall have the overriding power to enforce the procedures and standards established by Section 8 of the Master Declaration if the A.R.C. determines the Association has or is failing to do so. The Developer's written consent shall also be required for Improvements until each Unit contains a Dwelling for which a certificate of occupancy or other comparable certification has been issued by the City and the Developer no longer has the right to subject Additional Property to this Declaration. Master Developer's written consent shall also be required until each Unit (as defined in the Master Declaration) in the Development Area contains or constitutes a Dwelling for which a Certificate of Occupancy or comparable certification has been issued by the City and the Master Developer no longer has the right to subject Additional Property to the Master Declaration.

SECTION 10

MAINTENANCE

10.1 Maintenance by Association. The maintenance obligations of the Association are as follows:

10.1.1 The Association shall maintain the Common Elements (if any), and any Neighborhood entrance signs and monuments which serve the Property and are not maintained by the Master Association.

10.1.2 The Association may in its discretion, undertake the maintenance of landscaping, lawns, irrigation systems, walks or driveways located within the yard areas of the Units.

10.2 Maintenance by Owner. The maintenance obligations of the Owners are as follows:

10.2.1 Subject to Section 10.1, all maintenance of the Dwelling, Unit and all Improvements located within the Unit shall be the sole obligation and expense of the Owner of the Unit. Exterior maintenance for which the Owner is obligated must be performed in accordance with any standards established by the Association.

10.2.2 The Owners or Occupants shall mow and otherwise maintain the boulevards adjacent to their Units, including but not limited to maintaining, trimming and replacing trees located in the boulevard adjacent to their respective Units. Any tree located in a Unit or in the boulevard adjacent to a Unit that dies or becomes diseased shall be replaced by the Owner of the Unit with a tree of the same species and of a reasonable size.

10.2.3 All drainage easements within a Unit as shown on the recorded plat for the Property or as described in other recorded instruments shall be maintained by the Owner or Occupant of the Unit in a condition that will continuously permit the free flow of water over the drainage easement without change of direction or impediment.

10.2.4 Notwithstanding anything to the contrary in the Governing Documents, the expense of any maintenance, repair or reconstruction of the Property or other areas maintained by the Master Association or Association necessitated by the acts or omissions of an Owner or Occupant shall be paid by the responsible Owner.

10.2.5 If any maintenance required to be performed by the Association pursuant to Section 10.1 or any exterior maintenance required to be performed by an Owner pursuant to Section 10.2 is not, in the judgment of the Master Board, performed as required under Section 10.1 or 10.2, the Master Board may provide written notice to the Association or responsible Owner describing the maintenance, repair or correction that has not been performed and demanding that such maintenance, repair or correction be provided within thirty days thereafter, or if such work cannot be performed within thirty days a stated period of time reasonable for completion thereof. If the maintenance, repair or correction is not completed within the time specified in the notice, the Master Association may undertake such maintenance, repair or correction which the Association or responsible Owner failed to or improperly

perform, and charge and assess the Association, if the required maintenance was the responsibility of the Association, or the responsible Unit if the required exterior maintenance was the responsibility of the Owner, for the cost thereof. If the cost is assessed against a Unit, the cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

SECTION 11

INSURANCE

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

11.1.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent of the insurable "replacement cost" of Improvements (if any) which the Association is obligated to maintain, less deductibles, exclusive of land and other items normally excluded from coverage. The policy or policies shall also cover personal property owned by the Association.

11.1.2 Comprehensive public liability insurance covering the Common Elements (if any), and the use, operation and maintenance of lands or Improvements which the Association is obligated to maintain against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in type, location and use to the Property. The policy shall have minimum limits of One Million Dollars per occurrence. The policy shall, if reasonably available, contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants.

11.1.3 Insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or other persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required as a precondition to the purchase, insuring or financing of a mortgage on a Unit. The insurance shall name the Association and the Master Association as insureds, as their interests may appear.

11.1.4 Workers' Compensation insurance as required by law.

11.1.5 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

11.2 Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as annual Assessments, and allocated among the Units as determined by

the Board consistent with the Governing Documents. The Association may, in the case of a claim for damage or personal injury with respect to Improvements (if any) which the Association maintains (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

11.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and mortgagees which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association. Subject to Section 12.1.4, the Association, or any insurance trustee selected by it, shall use the proceeds from property insurance on a damaged Improvement solely to repair and reconstruct the damaged Improvement, and not for any other purpose.

11.4 Required Policy Provisions. All policies of property insurance carried by the Association shall, if such provisions are reasonably available, provide that:

11.4.1 Each Owner and Unit mortgagee is an insured Person under the policy with respect to liability arising out of the Owner's interest or membership in the Association.

11.4.2 The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Master Association and the Association and members of the Master Board and the Board.

11.4.3 No act or omission by any Owner or mortgagee of a Unit, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.

11.4.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary insurance (subject to Section 11.2).

11.5 Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days' prior written notice to the Master Association, and all of the insureds.

11.6 Restoration in Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee)

or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

11.7 Owner's Personal Insurance. It is the obligation of each Owner to obtain personal insurance coverage at his or her own expense covering fire and other casualty to the Owner's Dwelling and other insurable Improvements located within the Owner's Unit, and public liability insurance covering the Owner's Unit. All insurance policies maintained by Owners shall, if possible, provide that they are without contribution as against any insurance purchased by the Association, except as to deductibles under Section 11.2.

SECTION 12

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

12.1 Reconstruction. In the event of a casualty on or to any portion of the Property, the obligations and procedures for the repair, reconstruction or disposition of the damaged Improvements shall be governed by the following provisions:.

12.1.1 All repair and reconstruction of the damaged Improvements shall be commenced promptly following the casualty and shall be carried through diligently to conclusion. The Association shall be responsible for the repair and reconstruction of Common Element Improvements (if any) and the Owners shall be responsible for the repair and reconstruction of Improvements to their respective Units.

12.1.2 All repair and reconstruction shall be approved pursuant to Section 9. The repair and reconstruction shall be in accordance with the requirements of all applicable zoning, subdivision, building, and other governmental regulations.

12.1.3 Notice of substantial damage or destruction to any portion of the Property shall be promptly given to the Association by the Owner of the damaged Improvements.

12.1.4 Notwithstanding the foregoing, repair and reconstruction of a Dwelling or Accessory Building need not be undertaken if the Master Board, the Association, the Owner and the Owner's mortgagee agree in writing that the damaged improvements need not be repaired and reconstructed. If such an agreement is made, the ruins and debris of any damaged Improvements shall promptly be cleared away and the damaged portion of the Property shall be left in an orderly, safe and sightly condition.

12.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Common Elements (if any) by condemnation or eminent domain, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgagees, as their interests may appear. With respect to the taking

of all or part of a Unit, the Owner of the Unit shall negotiate and settle all claims, subject to the rights of any mortgagee of the Unit.

SECTION 13

EASEMENTS

Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to or beneficiary of (i) the appurtenant easements and rights granted and reserved in the Master Declaration and (ii) the appurtenant easements and rights granted and reserved in this Section 13, and (iii) other appurtenant easements and rights of record as referenced herein.

13.1 Drainage Easements. There are non-exclusive drainage easements in favor of the public on, under and across the Property as shown on the recorded plat for the Property or as described in other recorded instruments. No structure or other Improvements shall be erected or maintained, nor shall any fill or other material be placed in an easement area which may change the direction or impede the flow of water over any drainage easements.

13.2 Access Easements. Each Unit is the beneficiary of a non-exclusive easement for access to a public street or highway on or across those portions of the Master Common Elements or Common Elements (if any) designated for use as streets or trails, as shown on the Plat or otherwise designated by the Master Association or the Association, subject to any restrictions imposed pursuant to the Master Governing Documents or Governing Documents.

13.3 Use and Enjoyment Easements. Each Unit is the beneficiary of a nonexclusive easement for use and enjoyment on and across the Master Common Elements or Common Elements (if any), subject to any restrictions authorized or imposed pursuant to the Master Governing Documents or Governing Documents.

13.4 Easement for Encroachments. If there is a minor encroachment by a Dwelling, or other Improvement onto another Unit or the Common Elements as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of the encroaching Dwelling or other Improvement, and for the maintenance thereof, shall exist; provided, that with respect to Improvements added pursuant to Section 9, no easement shall exist unless the same have been approved, and the proposed Improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

13.5 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, are subject to the rights of the Association and the Master Association to a non-exclusive, appurtenant easement on and over the yard areas of Units for the purposes of access to and maintenance, repair, replacement and

reconstruction of utilities and other common Improvements serving more than one Unit, to the extent necessary to fulfill the Association's or Master Association's obligations.

13.6 Utility Easements. The Property is subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV, telephone, data and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units for all such utilities and services; provided, that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the reasonable use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.

13.7 Sidewalk Easements. Certain Units are subject to a permanent non-exclusive easement for a pedestrian sidewalk over, upon and across a portion of the Unit. The sidewalk easement area shall be used for a public pedestrian sidewalk, including use by bicycles and other non-motorized means of transportation, except transportation devices used by handicapped or disabled persons, such as motorized wheelchairs, may be used on the sidewalk easement areas.

13.8 Trail Easements. Certain of the Common Elements (if any) may be subject to public trail easements as described in the Master Declaration or in other recorded easement instruments.

13.9 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. Use of the Alleys is also subject to the restrictions set forth in Sections 7.14 and 7.19 of the Master Declaration.

13.10 Developer and Master Developer's Easements. Developer shall have and be the beneficiary of exclusive easements for the exercise of its Developer Rights, and the Master Developer shall have easements as described in the Master Governing Documents.

13.11 Master Association and Association Access. There is an exclusive easement in favor of the Master Association and the Association, including without limitation any management agent or service vendor retained by the Master Association or the Association,

for access on and across the Property and the yard areas of Units, for the purpose of (i) performing the Master Association's or the Association's obligations under the Master Governing Documents or Governing Documents, (ii) to maintain, repair and replace any retaining wall or barrier that supports, affects or impacts Master Common Elements or Common Elements (if any), (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 the Association or that is partially located across Master Common Elements or Common Elements (if any), and (iv) to mow or otherwise maintain the street side of a 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.

13.12 Emergency Access to Units. In case of emergency, the yard areas of all Units are subject to an easement for access, without notice and at any time, by officers or members of the Board and the Master Board, by the Association's management agents, or by any public safety personnel.

13.13 Project Sign Easements. Developer or Master Developer, as applicable, shall have the right to erect and maintain monument signs and related Improvements identifying the Village and the Development Area, on Units subject to sign easements. Those parts of the Property on which monument signs or related decorative Improvements are located are subject to appurtenant, exclusive easements in favor of the Association or Master Association for the continuing use, maintenance, repair and replacement of said signs and related Improvements. Any Person exercising the rights granted under said easements shall take reasonable care to avoid damaging the improvements to the Property and shall repair any damage caused by it.

13.14 Other Easements. The Property is subject to such other easements as may be recorded against it or otherwise shown on the Plat.

13.15 Continuation, Scope and Conflict of Easements. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or the Master Declaration, or otherwise recorded, and shall include reasonable access to the easement areas through the yard areas of Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction. In the event of a conflict between the easements and rights provided by this Section and by the Master Declaration, the Master Declaration shall control.

13.16 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with law or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner

consistent with, and not in conflict with, the easements created by this Declaration or the Master Declaration.

13.17 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property, subject to the Declaration and the right of the Master Association to establish and enforce reasonable Rules governing the use of the Property.

13.18 Benefit of Easements. All easements benefitting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except as a guest of an Owner or Occupant or in connection with the inspection of the Unit or recovery of possession of the Unit from the Occupant pursuant to law.

SECTION 14

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Master Governing Documents, the Governing Documents, the Rules and the Master Rules, and such amendments thereto as may be made from time to time, and the decisions of the Association and the Master Association with respect to matters over which each has authority.

14.1 Entitlement to Relief. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Master Governing Documents, the Governing Documents, the Master Rules, the Rules, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Master Governing Documents, the Rules, the Master Rules or the Act, as a measure to enforce such Owner's position, or for any other reason. The Master Association may also exercise the rights and remedies granted or reserved to it by the Master Governing Documents.

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

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

14.2.2 Impose late charges of up to the greater of twenty dollars or fifteen percent of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the first month after the Assessment or installment was due .

14.2.3 In the event of default of more than thirty days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

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

14.2.5 Suspend the rights of any Owner to vote when the Assessments due with respect to the Owner's Unit are past due, and suspend the rights of any Owner or Occupant and their guests to use any Master Common Element or Common Element amenities; provided, that the suspension of use rights shall not apply to those portions of the Master Common Elements or Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Master Governing Documents or the Governing Documents, and for up to thirty days thereafter, for each violation.

14.2.6 Restore any portions of the Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

14.2.7 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

14.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 14.2.4 or 14.2.5, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The Association shall give to the offender written notice of the nature of the violation and the right to a hearing, and the offender shall be given at least ten days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least ten days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final

and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

14.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 7. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

14.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Master Governing Documents, the Governing Documents, the Master Rules or Rules, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Unit with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Unit.

14.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of any part of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

14.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Master Governing Documents, the Governing Documents, the Master Rules, the Rules or the Act as provided therein.

SECTION 15

AMENDMENTS

15.1 Approval Requirements. Except for amendments by Developer pursuant to Section 16, this Declaration may be amended only by the approval of:

15.1.1 Owners who have the authority to cast at least sixty-seven percent of the total votes in the Association, except that any amendment which changes the basic allocation of voting rights and Common Expense obligations described in Section 5.2 of this Declaration shall require unanimous approval.

15.1.2 The Master Board as to any amendment which affects the Association's relationship to the Master Association, or any rights or obligations relating to the Master Association.

15.1.3 Developer and Master Developer as to certain amendments as provided in Section 16.

15.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Other required approvals shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Master Governing Documents or the Act. The amendment shall be effective when recorded in the office of the appropriate recording office in the county in which the Property is located. An affidavit by the President or Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment. Owners shall cooperate to make available their owners duplicate certificates of title in connection with the recording of the amendment, if necessary.

SECTION 16

DEVELOPER RIGHTS

Developer hereby reserves the exclusive authority to exercise the following rights for as long as it owns a Unit or has an unexpired right to add Additional Property, or for any shorter period indicated:

16.1 Complete Improvements. To complete all the Dwellings and other Improvements included in Developer's development plans or allowed by the Declaration or Master Declaration, and to make Improvements in the Units and Common Elements, to accommodate the exercise of any Developer rights.

16.2 Sales Facilities. To construct, operate and maintain a sales office, management office, model Dwellings and other development and sales facilities within the Common Elements, and within any Units owned by Developer or authorized builders from time to time.

16.3 Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease, in or on any Unit owned by Developer or authorized builders, and on the Common Elements (if any).

16.4 Easements. To have and use easements, for itself, its employees, contractors, builders, representatives, agents and prospective purchasers through and over the Common Elements and the yard areas of the Units for the purpose of exercising its rights under this Section.

16.5 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Developer, (ii) an Association meeting which shall be held within sixty days after conveyance to Owners other than a Developer of seventy-five percent of the total number of Units authorized to be included in the Property or (iii) the date ten years following the date of the first conveyance of a Unit to an Owner other than Developer.

16.6 Consent to Certain Amendments. Developer's written consent shall be required for any amendment to the Governing Documents or Rules which affect Developer's rights or the rights of authorized builders under the Governing Documents. The consent of Master Developer shall also be required as to certain matters referred to in the Master Declaration or as to any amendment which affects Master Developer's rights or obligations.

16.7 Additional Real Estate. Developer may unilaterally add part or all of the Additional Real Estate to the Property pursuant to Section 17, subject to the consent of any other owner thereof.

Subject to the prior written approval of Master Developer, Developer may assign or license, in whole or in part, the rights described in Sections 16.1 through 16.4 to other developers or to builders by an agreement signed by Developer and the other party.

SECTION 17

RIGHTS TO ADD ADDITIONAL PROPERTY, RELOCATE BOUNDARIES AND SUBDIVIDE UNITS

17.1 Developer's Rights to Add Additional Property. Developer reserves the exclusive authority to add the Additional Property to the Property, by executing (together with any other owner of the parcel) and recording an amendment to this Declaration adding such property, subject to the following conditions:

17.1.1 The right of Developer to add the Additional Property to Property shall terminate ten years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Developer or a successor Developer, unless extended by a vote of the Owners. There are no other limitations on Developer's rights hereunder, except as may be imposed by law.

17.1.2 The Additional Property is described in Exhibit B, and may include up to one hundred fifty additional Units. The Additional Property may be added to the

Property in parcels consisting of one or more platted lots, or portions thereof, with or without Common Elements.

17.1.3 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. Developer has no obligation to add the Additional Property to the Property. The Additional Property may be developed by Developer or its affiliates or successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.

17.1.4 All Units created on the Additional Property shall be restricted exclusively to residential use.

17.1.5 The provisions of this Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created on the Additional Property.

17.1.6 An amendment to the Master Declaration subjecting the Additional Property to the Master Declaration shall be recorded upon or before the recording of the amendment to this Declaration adding said Additional Property.

17.2 Rights to Relocate Boundaries and Subdivide Units. Unit boundaries may be relocated and additional Units may be created by the subdivision of a Unit into two or more Units, by Developer, subject (i) to approval required by the City and (ii) to the requirements of the Master Declaration.

SECTION 18

MISCELLANEOUS

18.1 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 Declaration or exhibits attached hereto.

18.2 Construction. Where applicable the masculine gender of any word used herein 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 the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

18.3 Notices. Unless specifically provided otherwise in the Master Governing Documents, the Governing Documents or the Act, all notices authorized or required to be given under the Governing Documents 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 that registrations pursuant to Section 2.2 of the By-Laws shall be effective upon receipt by the Association.

18.4 Conflicts Among Documents. In the event of any conflict among the provisions of the Master Governing Documents, the Declaration, the Bylaws or the Rules, the Master Governing Documents shall control. As among the Declaration, the Bylaws or the Rules, the Declaration shall control. As between the Bylaws and the Rules, the Bylaws shall control. The Master Rules shall control as against the Rules with respect to those matters within the authority of the Master Association.

18.5 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination (i) by the affirmative vote of eighty percent of the votes in the Association, eighty percent of the holders of first mortgages on Units (one vote per mortgage held), and the written approval of Master Developer or Developer (as applicable) for so long as the applicable party owns a Unit for sale, or (ii) by court order.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year set forth herein.

POA - SCHERER LLC,
a Minnesota limited liability company

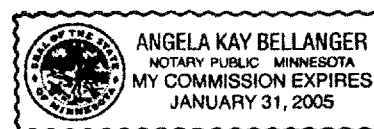
By *Homer H. Tompkins, III*
Title: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27TH day of JANUARY, 2003, by HOMER H. TOMPKINS, III, the CHIEF MANAGER of POA - Scherer LLC, a Minnesota limited liability company, on behalf of said entity.

Angela B. Bellanger
Notary Public

This instrument was drafted by:
J. Patrick Brinkman
Felhaber, Larson, Fenlon & Vogt, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
Telephone: (612) 373-8420



VICTOR GARDENS SINGLE FAMILY VILLAGE

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. 3256121 (the "Mortgage"). Mortgagee hereby consents to and joins in this Declaration; provided, that the consenting to and joining in this Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

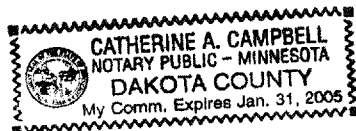
IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 3rd day of February, 2003.

Alliance Bank

By: Jane L. Turbes
Title: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 3rd day of February, 2003, by Jane L. Turbes, the Vice President of Alliance Bank, a Minnesota Banking Corp., on behalf of said entity.



Catherine A. Campbell
Notary Public

**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(MORTGAGEE)**

The undersigned (the "Mortgagee") is a mortgagee of portions of real estate described in that Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. 3284800 (the "Mortgage"). Mortgagee hereby consents to the Declaration to which this Consent is attached; provided, that by consenting to this Declaration, the Mortgagee does not constitute itself or obligate itself as a Developer as defined in said Declaration, nor does such Consent modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 21 day of January, 2003.

First State Bank of Wyoming

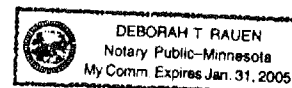
By *Mark A. Zaruba*
Its V.P.

STATE OF MINNESOTA)
) ss
COUNTY OF Chicago)

The foregoing instrument was acknowledged before me this 21 day of January 2003, by Mark A. Zaruba, the Vice President of First State Bank of Wyoming, on behalf of said Corporation.

Deborah T. Rauert
Notary Public

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



**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(MORTGAGEE)**

The undersigned (the "Mortgagee") is a mortgagee of portions of real estate described in that Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. 3253 239 (the "Mortgage"). Mortgagee hereby consents to the Declaration to which this Consent is attached; provided, that by consenting to this Declaration, the Mortgagee does not constitute itself or obligate itself as a Developer as defined in said Declaration, nor does such Consent modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 20th day of January, 2003.

Anchor Bank Heritage NA

By Kathleen Ronsberg
Its Vice President

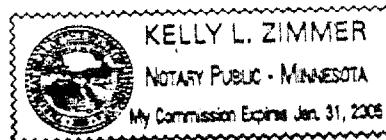
STATE OF MINNESOTA)
) ss
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 20th day of January 2003, by Kathleen Ronsberg, the Vice President of Anchor Bank Heritage NA, on behalf of said corporation.

Kelly L. Zimmer
Notary Public

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

MPLS 233336-1

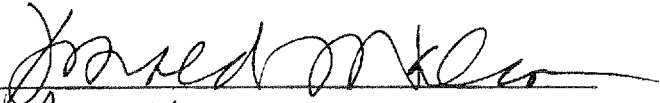


**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(OWNER)**

The undersigned, the owner(s) of Lot 5, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 20th day of JANUARY, 2003.




PRESIDENT
AMERICAN CLASSIC HOMES LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

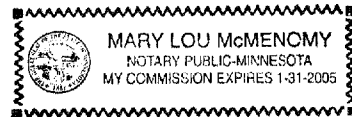
The foregoing instrument was acknowledged before me this 20th day of JANUARY, 2003, by DONALD F. NELSON and —.

President of American Classic Homes LLC



Notary Public

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



**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(OWNER)**

The undersigned, the owner(s) of Lot 22, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 29th day of January, 2003.

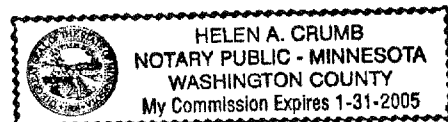
Senn & Youngdahl, Inc.
By: [Signature]
Its CEO

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29th day of January, 2003, by Mark Youngdahl and _____
CEO of Senn + Youngdahl, Inc.

Helen A. Crumb
Notary Public

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



**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(OWNER)**

The undersigned, the owner(s) of Lot 23, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 29th day of January, 2003.

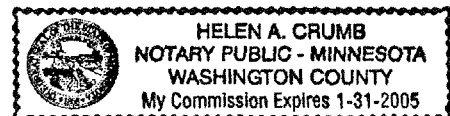
Senn & Youngdahl, Inc.
By: [Signature] Its CEO

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 29th day of January, 2003, by Mark Youngdahl and .
 CEO of Senn & Youngdahl, Inc.

Helen A. Crumb
Notary Public

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




**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(OWNER)**

The undersigned, the owner(s) of Lot 26, Block 1, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

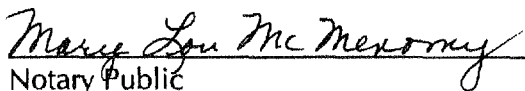
IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 20th day of JANUARY, 2003.



PRESIDENT
AMERICAN CLASSIC HOMES LLC

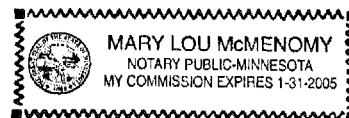
STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 20th day of JANUARY, 2003, by DONALD F. NELSON and _____
President of American Classic Homes, LLC



Notary Public

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



**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(OWNER)**

The undersigned, the owner(s) of Lot 8, Block 4, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 30th day of January, 2003.

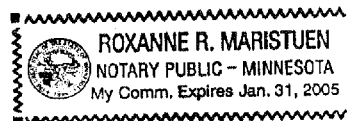
Pratt Construction, Inc.
Leonard W. Pratt
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of January, 2003, by Leonard W. Pratt, President of Pratt Construction, Inc.

Roxanne R. Maristuen
Notary Public

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

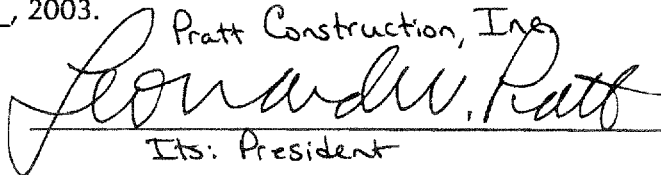


**VICTOR GARDENS SINGLE FAMILY VILLAGE
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

**CONSENT TO DECLARATION
(OWNER)**

The undersigned, the owner(s) of Lot 1, Block 8, Victor Gardens Single Family Village, Washington County, Minnesota, hereby consent(s) to the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village, to which this Consent to Declaration is attached; and agree the Declaration shall constitute covenants to run with the above-described property and that such property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in the Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest in the above-described property, and their heirs, personal representatives, successors and assigns; provided, that by executing this Consent, the undersigned do not in any manner constitute themselves or obligate themselves as a Developer as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 30th day of January, 2003.

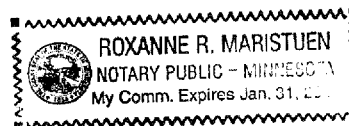
Pratt Construction, Inc.

Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of January, 2003, by Leonard W. Pratt, President of Pratt Construction, Inc.

Roxanne R. Maristuen
Notary Public

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



VICTOR GARDENS SINGLE FAMILY VILLAGE

EXHIBIT B TO DECLARATION

DESCRIPTION OF ADDITIONAL PROPERTY

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

Outlots A, B, D and E, Victor Gardens,

and

Lots 1 through 9, Block 1 and Outlots A and B, Victor Gardens 2nd Addition.

and

Outlot C, Victor Gardens, except that part legally described as:

Beginning at the northeast corner of said Outlot L; thence North 89 degrees 32 minutes 44 seconds West, assumed bearing, along the north line of said Outlot L, a distance of 154.00 feet; thence continuing along said northerly line of Outlot L, southwesterly, along a tangential curve, concave to the southeast, having a central angle of 90 degrees 00 minutes 00 seconds, a radius of 70.00 feet, for an arc distance of 109.96 feet; thence South 00 degrees 27 minutes 16 seconds West, along a westerly line of said Outlot L, tangent to last described curve, a distance of 160.63 feet; thence southwesterly, along a westerly line of said Outlot L, along a tangential curve, concave to the northwest, having a central angle of 115 degrees 08 minutes 37 seconds, a radius of 195.00 feet, for an arc distance of 391.88 feet; thence South 58 degrees 27 minutes 12 seconds West, not tangent to last described curve, along a westerly line of said Outlot L, a distance of 241.21 feet; thence South 31 degrees 32 minutes 48 seconds East, along a westerly line of said Outlot L, a distance of 302.61 feet to the southwest corner of said Outlot L; thence South 55 degrees 10 minutes 25 seconds West, a distance of 79.69 feet; thence South 34 degrees 49 minutes 35 seconds East, a distance of 157.92 feet; thence South 29 degrees 13 minutes 47 seconds East, a distance of 191.02 feet to northeast corner of Lot 5, Block 7, said VICTOR GARDENS; thence North 77 degrees 14 minutes 07 seconds West, along a northerly line of said Block 7, a distance of 211.08 feet; thence South 86 degrees 44 minutes 25 seconds West, along a northerly line of said Block 7, a distance of 104.25 feet; thence South 72 degrees 28 minutes 01 seconds

West, along a northerly line of said Block 7, a distance of 105.20 feet; thence South 52 degrees 12 minutes 24 seconds West, along a northerly line of said Block 7, a distance of 187.46 feet to the most westerly corner of Lot 9, said Block 7, point also common with the northerly right-of-way line of Victor Hugo Boulevard, as dedicated on said plat of VICTOR GARDENS; thence on a bearing of West, along said northerly right-of-way line, a distance of 48.73 feet to the southeast corner of Lot 1, Block 8, said VICTOR GARDENS; thence on a bearing of North, along the east line of said Lot 1, a distance of 155.46 feet to the northeast corner of said Lot 1; thence South 80 degrees 21 minutes 37 seconds West, along the northerly line of said Block 8, a distance of 71.00 feet; thence South 88 degrees 15 minutes 36 seconds West, along said northerly line, a distance of 70.03 feet to the northwest corner of Lot 2, said Block 8; thence South 36 degrees 36 minutes 42 seconds West, along the west line of said Lot 2, a distance of 78.54 feet to the southwest corner of said Lot 2, point also common with the easterly right-of-way line of said Victor Hugo Boulevard; thence northwesterly, along said easterly right-of-way line, along a non-tangential curve, concave to northeast, having a central angle of 40 degrees 07 minutes 28 seconds, a radius of 270.00 feet, for an arc distance of 189.08 feet, the chord of said curve bears North 31 degrees 59 minutes 47 seconds West; thence North 11 degrees 56 minutes 02 seconds West, along an easterly right-of-way line of said Victor Hugo Boulevard, tangent to last described curve, a distance of 101.75 feet; thence northerly, continuing along said easterly right-of-way line, along a tangential curve, concave to the east, having a central angle of 64 degrees 48 minutes 48 seconds, a radius of 594.16 feet, for an arc distance of 672.12 feet; thence North 52 degrees 52 minutes 46 seconds East, along said easterly right-of-way line, tangent to last described curve, a distance of 658.09 feet; thence North 37 degrees 07 minutes 14 seconds West, continuing along said easterly right-of-way line, a distance of 187.59 feet; thence continuing along said easterly right-of-way line, northerly along a tangential curve concave to the east, having a central angle of 52 degrees, 32 minutes 16 seconds, a radius of 155.00 feet, for an arc distance of 142.13 feet; thence North 15 degrees 25 minutes 02 seconds East, continuing along said easterly right-of-way line, tangent to last described curve, a distance of 174.64 feet to the northwest corner of said Outlot C; thence South 74 degrees 36 minutes 57 seconds East, along the north line of said Outlot C, a distance of 721.21 feet to an easterly line of said Outlot C; thence South 00 degrees 27 minutes 16 second West, along said easterly line, a distance of 355.25 feet to the point of beginning.

VICTOR GARDENS SINGLE FAMILY VILLAGE

EXHIBIT D TO DECLARATION

DESCRIPTION OF UNITS

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; and Lots 1 and 2, Block 8, Victor Gardens, Washington County, Minnesota.

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

January 10, 2005
MOLLY F. O'ROURKE, AUDITOR GENERAL

BY Justin Nathan
DEPUTY

3491242



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2005/01/10 9:35:00 AM

3491242



Cindy Koosmann
County Recorder

By Cindy Koosmann

19.50

(Above Space Reserved for Recording Data)

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
VICTOR GARDENS SINGLE FAMILY VILLAGE**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements (the "Amendment") is made this 3RD day of JANUARY, 2005, by POA-Scherer LLC, a Minnesota limited liability company (the "Developer"), pursuant to the provisions of Section 17 of the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration").

WHEREAS, the Declaration was recorded in the office of the Washington County Recorder as Document No. 3309082; and

WHEREAS, Section 17 of the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Developer the authority to add said property, and

WHEREAS, Developer desires to add to the Property and subject to the Declaration the Additional Real Estate legally described in Exhibit E attached hereto, which Additional Real Estate includes thirty-three additional Units.

NOW THEREFORE, the undersigned hereby enacts this Amendment in accordance with the requirements of the Declaration for the purpose of adding that part of the Additional Real Estate described in Exhibit E attached hereto to the Property, hereby declaring that said Additional Real Estate shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens provided for in the Declaration and this Amendment, all of which shall be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, successors and assigns.

-1 Set

RETURN TO:
MR 248038

A. DESCRIPTION OF UNITS

Section 3.1 of the Declaration is hereby amended in its entirety to read as follows:

Units. There are one hundred thirteen Units, all of which are restricted to residential use. Each Unit constitutes a separate parcel of real estate. The locations of the Units are shown on the Plat, which is incorporated herein by reference. The legal descriptions of the Units are set forth on Exhibit D attached hereto.

B. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Voting rights and Common Expense obligations shall be reallocated among all Units created by the Declaration and this Amendment in accordance with the Declaration.

C. DESCRIPTIONS OF PROPERTY, ADDITIONAL REAL ESTATE, COMMON ELEMENTS AND UNITS

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

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

Exhibit C to the Declaration, containing the legal description of the Common Elements, shall be amended and replaced by Exhibit C attached hereto. All references to Exhibit C in the Declaration shall mean and refer to Exhibit C attached hereto.

Exhibit D to the Declaration, containing the legal description of the Units, shall be amended and replaced by Exhibit D attached hereto. All references to Exhibit D to the Declaration shall mean and refer to Exhibit D attached hereto.

D. APPLICABILITY AND BINDING EFFECT

This Amendment is effective upon recording in the applicable Washington County recording office. Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, as amended, shall apply to the Additional Real Estate added hereby and all Units created therein. Unless otherwise specifically set forth in this Amendment, all words and terms used in this Amendment shall have the same meaning as set forth in the Declaration.

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

POA SCHERER LLC, a Minnesota limited liability company

By: J. Michael Waldo
Its: TREASURER

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 3RD day of JANUARY, 2005, by J. MICHAEL WALDO, the TREASURER of POA Scherer LLC, a Minnesota limited liability company, on behalf of the corporation.



Angela K. Bellanger
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
220 South Sixth Street, Suite 2200
Minneapolis, Minnesota 55402-4302
(612) 373-8420

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT A TO FIRST AMENDMENT TO DECLARATION**

DESCRIPTION OF PROPERTY

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

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; Lots 1 and 2, Block 8; Victor Gardens, Washington County, Minnesota,

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT B TO FIRST AMENDMENT TO DECLARATION**

DESCRIPTION OF ADDITIONAL PROPERTY

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

Outlots A, B, D and E, Victor Gardens,

and

Lots 1 through 9, Block 1 and Outlot A, Victor Gardens 2nd Addition.

and

Outlots B, C and E, Victor Gardens East, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT C TO FIRST AMENDMENT TO DECLARATION**

DESCRIPTION OF COMMON ELEMENTS

There are no Common Elements as of the date of recording this Declaration but Common Elements may be added pursuant to Section 2.2 of this Declaration.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT D TO FIRST AMENDMENT TO DECLARATION**

DESCRIPTION OF UNITS

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; and Lots 1 and 2, Block 8, Victor Gardens, Washington County, Minnesota.

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT E TO FIRST AMENDMENT TO DECLARATION**

**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY
ADDED BY FIRST AMENDMENT**

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
CONSENT AND JOINDER BY MORTGAGEE**

The undersigned (the "Mortgagee") is a mortgagee of portions of real property described in the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Amendment") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. _____ (the "Mortgage"). Mortgagee hereby consents to and joins in this Amendment; provided, that by consenting to and joining in this Amendment, the Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

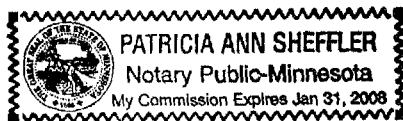
IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 4th day of January, 2005.

MORTGAGEE:
ALLIANCE BANK,
a Minnesota corporation

By: Jane L Turbes
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 4th day of January, 2005, by Jane L Turbes, the Vice President of Alliance Bank, a Minnesota corporation, on behalf of said corporation.



Patricia Ann Sheffler
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
Felhaber, Larson, Fenlon & Vogt, P.A.
220 South Sixth Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-8420

3508737



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2005/04/13 1:43:00 PM

3508737



Cindy Kneemann
County Recorder

Cindy Kneemann

WALK-THRU
PRIORITY

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

April 13, 2005
MOLLY F. O'ROURKE, AUDITOR-TREASURER
BY *Linda M. Dyer*
DEPUTY

198

(Above Space Reserved for Recording Data)

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
VICTOR GARDENS SINGLE FAMILY VILLAGE**

This Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements (the "Amendment") is made this 11TH day of APRIL, 2005, by POA-Scherer LLC, a Minnesota limited liability company (the "Developer").

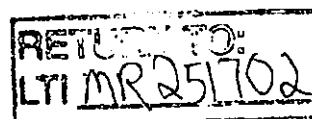
WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements was recorded in the office of the Washington County Recorder as Document No. 3309082 and amended by that First Amendment recorded in the office of the Washington County Recorder as Document No. 341242 (the Declaration of Covenants, Conditions, Restrictions and Easements as amended by the First Amendment are collectively herein referred to as the "Declaration"); and

WHEREAS, Section 17 of the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Developer the authority to add said property, and

WHEREAS, Developer desires to waive, relinquish and release its rights to add to the Property that Additional Property legally described as follows:

That part of Outlot A, Victor Gardens, according to the recorded plat thereof, Washington County, Minnesota, lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the



Ret

east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West, tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential curve concave to the north having a central angle of 21 degrees 46 minutes 49 seconds, a radius of 570.00 feet and an arc distance of 216.68 feet; thence North 79 degrees 56 minutes 42 seconds West, tangent to said curve, a distance of 117.56 feet; thence westerly along a tangential curve concave to the south, having a central angle of 9 degrees 40 minutes 16 seconds, a radius of 830.00 feet and an arc distance of 140.10 feet; thence North 89 degrees 36 minutes 58 seconds West, tangent to said curve, a distance of 182.90 feet to the west line of said Outlot A and said line there terminating.

NOW THEREFORE, the undersigned hereby enacts this Second Amendment to the Declaration and does hereby forever waive, relinquish and release any and all right to add to the Property that real property legally described as follows:

That part of Outlot A, Victor Gardens, according to the recorded plat thereof, Washington County, Minnesota, lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West, tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT B TO SECOND AMENDMENT TO DECLARATION**

DESCRIPTION OF ADDITIONAL PROPERTY

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

Outlots A, D and E, Victor Gardens, except that part of Outlot A lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West, tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential curve concave to the north having a central angle of 21 degrees 46 minutes 49 seconds, a radius of 570.00 feet and an arc distance of 216.68 feet; thence North 79 degrees 56 minutes 42 seconds West, tangent to said curve, a distance of 117.56 feet; thence westerly along a tangential curve concave to the south, having a central angle of 9 degrees 40 minutes 16 seconds, a radius of 830.00 feet and an arc distance of 140.10 feet; thence North 89 degrees 36 minutes 58 seconds West, tangent to said curve, a distance of 182.90 feet to the west line of said Outlot A and said line there terminating.

and

Lots 1 through 9, Block 1 and Outlot A, Victor Gardens 2nd Addition.

and

Outlots B, C and E, Victor Gardens East, Washington County, Minnesota.

3624597

Office of the County Recorder
Washington County, MN

Certified filed and/or recorded on:

1/10/2007 1:23 PM

Document: AMD \$48.00

3624597

By County Recorder

Kevin J. CorbidReturn to:
LAND TITLE - RECORDINGS
1000 SILVER LAKE ROAD
SUITE 200
NEW BRIGHTON MN 55112

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA
January 10, 2007
MOLLY F. O'ROURKE, AUDITOR-TREASURER
BY Kathleen A. Bedman DEPUTY

(Above Space Reserved for Recording Data)

**THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
OF
VICTOR GARDENS SINGLE FAMILY VILLAGE**

This Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements (the "Amendment") is made this 10 day of January, 2007, by POA-Scherer LLC, a Minnesota limited liability company (the "Developer"), pursuant to the provisions of Section 17 of the Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Declaration").

WHEREAS, the Declaration was recorded in the office of the Washington County Recorder as Document No. 3309082 and amended by that First Amendment recorded in the office of the Washington County Recorder as Document No. 3491242 and that Second Amendment recorded in the office of the Washington County Recorder as Document No. 3508737 (the Declaration of Covenants, Conditions, Restrictions and Easements as amended by the First Amendment and the Second Amendment are collectively herein referred to as the "Declaration"); and

WHEREAS, Section 17 of the Declaration provides for the addition to the Property of Additional Real Estate as defined in the Declaration, and grants to Developer the authority to add said property, and

WHEREAS, Developer desires to add to the Property and subject to the Declaration the Additional Real Estate legally described in Exhibit E attached hereto, which Additional Real Estate includes thirty-one additional Units.

NOW THEREFORE, the undersigned hereby enacts this Amendment in accordance with the requirements of the Declaration for the purpose of adding that part of the Additional Real Estate described in Exhibit E attached hereto to the Property, hereby declaring that said Additional Real Estate shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens provided for in the

FILED NO. 3624597 (7)
JAN 10 2007
REC.

Declaration and this Amendment, all of which shall be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, successors and assigns.

A. DESCRIPTION OF UNITS

Section 3.1 of the Declaration is hereby amended in its entirety to read as follows:

Units. There are one hundred forty-four Units, all of which are restricted to residential use. Each Unit constitutes a separate parcel of real estate. The locations of the Units are shown on the Plat, which is incorporated herein by reference. The legal descriptions of the Units are set forth on Exhibit D attached hereto.

B. REALLOCATION OF VOTING RIGHTS AND COMMON EXPENSE OBLIGATIONS

Voting rights and Common Expense obligations shall be reallocated among all Units created by the Declaration and this Amendment in accordance with the Declaration.

C. DESCRIPTIONS OF PROPERTY, ADDITIONAL REAL ESTATE, COMMON ELEMENTS AND UNITS

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

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

Exhibit C to the Declaration, containing the legal description of the Common Elements, shall be amended and replaced by Exhibit C attached hereto. All references to Exhibit C in the Declaration shall mean and refer to Exhibit C attached hereto.

Exhibit D to the Declaration, containing the legal description of the Units, shall be amended and replaced by Exhibit D attached hereto. All references to Exhibit D to the Declaration shall mean and refer to Exhibit D attached hereto.

D. APPLICABILITY AND BINDING EFFECT

This Amendment is effective upon recording in the applicable Washington County recording office. Except as specifically modified by this Amendment, the Declaration, as amended, shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Declaration, as amended, shall apply to the Additional Real Estate added hereby and all Units created therein. Unless otherwise specifically set

forth in this Amendment, all words and terms used in this Amendment shall have the same meaning as set forth in the Declaration.

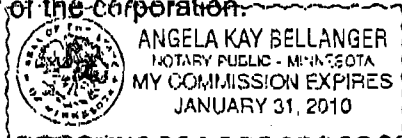
IN WITNESS WHEREOF, the Developer has executed this instrument the day and year first set forth above.

POA SCHERER LLC, a Minnesota limited liability company

By: *J. Michael Waldo*
Its: *Treasurer*

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER, 2008, by J. MICHAEL WALDO, the TREASURER of POA Scherer LLC, a Minnesota limited liability company, on behalf of the corporation.



Angela K. Bellanger
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
220 South Sixth Street, Suite 2200
Minneapolis, Minnesota 55402-4302
(612) 373-8420

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT A TO THIRD AMENDMENT TO DECLARATION**

DESCRIPTION OF PROPERTY

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

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; Lots 1 and 2, Block 8; Victor Gardens, Washington County, Minnesota,

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota,

and

Lots 1 through 6, Block 1; Lots 1 through 21, Block 2 and Lots 1 through 4, Block 3, Victor Gardens East 2nd Addition, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT B TO THIRD AMENDMENT TO DECLARATION**

DESCRIPTION OF ADDITIONAL PROPERTY

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

Outlots A, D and E, Victor Gardens, except that part of Outlot A lying southerly of the following described line:

Commencing at the southeast corner of said Outlot A; thence North 00 degrees 27 minutes 16 seconds East, assumed bearing along the east line of said Outlot A, a distance of 855.16 feet to the point of beginning of the line to be described; thence westerly along a non tangential curve, concave to the south having a central angle of 38 degrees 08 minutes 28 seconds, a radius of 590.00 feet and an arc distance of 392.76 feet, the chord of said curve bears North 82 degrees 39 minutes 17 seconds West; thence South 78 degrees 16 minutes 29 seconds West, tangent to said curve a distance of 254.99 feet; thence westerly along a non tangential curve, concave to the south having a central angle of 139 degrees 39 minutes 27 seconds, a radius of 87.00 feet and an arc distance of 212.06 feet the chord of said curve bears South 78 degrees 16 minutes 29 seconds; thence South 78 degrees 16 minutes 29 seconds West, not tangent to said curve, a distance of 27.18 feet; thence westerly along a tangential curve concave to the north having a central angle of 21 degrees 46 minutes 49 seconds, a radius of 570.00 feet and an arc distance of 216.68 feet; thence North 79 degrees 56 minutes 42 seconds West, tangent to said curve, a distance of 117.56 feet; thence westerly along a tangential curve concave to the south, having a central angle of 9 degrees 40 minutes 16 seconds, a radius of 830.00 feet and an arc distance of 140.10 feet; thence North 89 degrees 36 minutes 58 seconds West, tangent to said curve, a distance of 182.90 feet to the west line of said Outlot A and said line there terminating.

and

Lots 1 through 9, Block 1 and Outlot A, Victor Gardens 2nd Addition.

and

Outlots B and C, Victor Gardens East, Washington County, Minnesota.

and

Lots 1 through 9, Block 4; Lots 1 through 6, Block 5; Lots 1 through 5, Block 6; Lots 1 through 9, Block 7 and Outlots C, D, E and F, Victor Gardens East 2nd Addition, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT C TO THIRD AMENDMENT TO DECLARATION**

DESCRIPTION OF COMMON ELEMENTS

There are no Common Elements as of the date of recording this Declaration but Common Elements may be added pursuant to Section 2.2 of this Declaration.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT D TO THIRD AMENDMENT TO DECLARATION**

DESCRIPTION OF UNITS

Lots 1 through 29, Block 1; Lots 1 through 10, Block 2; Lots 1 through 7, Block 3; Lots 1 through 8, Block 4; Lots 1 through 5, Block 5; Lots 1 through 10, Block 6; Lots 1 through 9, Block 7; and Lots 1 and 2, Block 8, Victor Gardens, Washington County, Minnesota.

and

Lots 1 through 5, Block 1; Lots 1 through 8, Block 2; Lots 1 through 11, Block 3; Lots 1 through 3, Block 4; and Lots 1 through 6, Block 5, Victor Gardens East, Washington County, Minnesota,

and

Lots 1 through 6, Block 1; Lots 1 through 21, Block 2; Lots 1 through 4, Block 3, Victor Gardens East 2nd Addition, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
EXHIBIT E TO THIRD AMENDMENT TO DECLARATION**

**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY
ADDED BY THIRD AMENDMENT**

Lots 1 through 6, Block 1; Lots 1 through 21, Block 2; and Lots 1 through 4, Block 3;
Victor Gardens East 2nd, Washington County, Minnesota.

**VICTOR GARDENS SINGLE FAMILY VILLAGE
CONSENT AND JOINDER BY MORTGAGEE**

The undersigned (the "Mortgagee") is a mortgagee of portions of real property described in the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of Victor Gardens Single Family Village (the "Amendment") by a certain Mortgage recorded in the office of the Washington County Recorder as Document No. _____ (the "Mortgage"). Mortgagee hereby consents to and joins in this Amendment; provided, that by consenting to and joining in this Amendment, the Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 22ND day of DECEMBER, 2006.

MORTGAGEE:
ALLIANCE BANK,
a Minnesota corporation

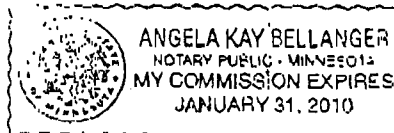
By: [Signature]
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 22ND day of DECEMBER, 2006, by STAN EDWARDS, the VICE PRESIDENT of Alliance Bank, a Minnesota corporation, on behalf of said corporation.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
Felhaber, Larson, Fenlon & Vogt, P.A.
220 South Sixth Street, Suite 2200
Minneapolis, Minnesota 55402
(612) 373-8420



**RECORD OF ACTION OF THE BOARD OF DIRECTORS
OF
VICTOR GARDENS SINGLE FAMILY VILLAGE HOMEOWNERS
ASSOCIATION**

INASMUCH as Minnesota Statutes, Section 317A.239, provides that the Directors of a non-profit corporation may act without the formality of a meeting by subscribing their names to a record of action assented to and taken by them unanimously,

NOW, THEREFORE, the undersigned, being all of the directors of Victor Gardens Single Family Village Homeowners Association, Inc. record that effective this January 14, 2009, they hereby take the following actions.

1. Approve the use of the fine schedule as follows:

A violation of the Rules & Regulations will result in the following actions:

First Violation Notice

A violation letter will be sent to the homeowner. The letter will provide for the violation to be remedied within ten days to avoid further actions. If the homeowner disputes the violation they will be given the option to do so in writing to the Board of Directors.

Second Violation Notice

If after ten days the violation is not remedied a second letter will be sent to the homeowner. The letter will provide for the violation to be remedied within three days to avoid further actions. If the homeowner disputes the violation they will be given the option to do so in writing to the Board of Directors.

Third Violation Notice

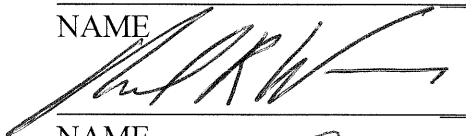
If after the first two violation notices the violation is still not remedied and the homeowner has not disputed the violation in writing, the Association will levy a fine as defined by the Association's Rules, Regulations, Policies or Procedures. If the Violation in question does not have a specific dollar charge defined then a fine of \$100.00 shall apply. Fines are levied against the homeowner in violation. Fines levied by the Association will be added to the homeowners account balance. If the fine is not paid within ten days the Association will attempt to collect the fine in accordance with the Association's Collections Policy. The Association will pursue collection of the fine in the same manner a delinquent assessment would be. This may include the following actions; late charges, administrative charges, attorney charges, liens and foreclosure actions.

Violation Hearing

A homeowner who has received a Violation Notice and chooses to dispute the Violation may do so. The Homeowner must make a written request to the Board disputing the Violation and requesting a Hearing in front of the Board. The request for a hearing must be sent to the Property Manager via email, fax or mail. The request for Hearing must be received by the deadline stipulated by the Violation Notice received by the Homeowner. The Hearing will be scheduled at a fair and reasonable time by the Board of Directors. If the Violation in question involves a fine and the Board elects to dismiss the Violation, the matter will be closed immediately with no fine levied. However, if the Board elects to confirm the Violation then all fines associated with the Violation shall be paid in full immediately following the Hearing.

IN WITNESS WHEREOF, the directors hereto subscribe their names the dates indicated.

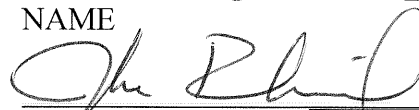
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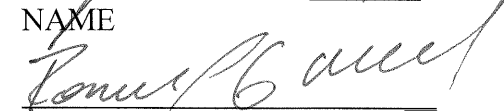
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NAME



NAME



NAME

Victor Gardens Single Family Village Homeowner's Association
Pet Rules & Regulations

1.1 The Owner of any animal shall indemnify the Association and hold it harmless against and from any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on the Property.

1.2 Owners are responsible to follow all City Pet/Animal Ordinances.

1.3 Pets shall be kept solely as domestic household pets and/or as statutory authorized "service animals" used by handicapped persons, and not for any other purpose. No animal shall be raised or bred, or kept for business or commercial purposes, by any Person upon any part of the Owners Property.

1.4 No pet shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others.

1.5 No Owner shall allow a pet to run "at large" at any time. At large means off the Owners Property and not under the physical control by leash of the owner, a member of the Owner's immediate family, or a person designated by the owner.

1.6 All pets that are off the Owners Property shall be under the physical control by leash of the Owner, a member of the Owner's immediate family or a person designated by the Owner.

1.7 Owners may permit another person's pet on their Property. Both the Owner and pet owner must expressly agree to this arrangement.

1.8 No structure, fence or enclosure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Property unless approved by the Architectural Review Committee. Chain link fencing is prohibited except for a dog kennel that is attached to a Residential Unit Dwelling or Accessory Building, is completely screened from public view and is approved by the Architectural Review Committee.

1.9 "Invisible Fences", radio containment systems, or similar effective technology may be used to confine pets to Owner's property with approval from Architectural Committee.

1.10 Persons walking with and exercising pets shall be responsible for cleaning up after their pets and to dispose of the materials in an appropriate manner immediately and at all times regardless of the season.

1.11 Pet owners are responsible for reimbursing the Association and/or other offended parties for damage to landscaping and/or buildings caused by their pet and/or services to repair, remove, or replace damaged property. Damage includes, but is not limited to the following: sod replacement, shrub and tree replacement, filling of holes and landscape bed repairs.

1.12 Owners and Occupants shall be liable for any personal injury caused by pets kept by them.

**RECORD OF ACTION OF THE BOARD OF DIRECTORS
OF
VICTOR GARDENS SINGLE FAMILY VILLAGE
HOMEOWNERS ASSOCIATION, INC.
(Assessment Collections Policy)**

Date: November 1st, 2011

WHEREAS, the Board of Directors of Victor Gardens Single Family Village Homeowners Association ("Master Association" or "Master Community") is empowered to govern the affairs of the Homeowners Association pursuant to Section 7.2 of the Victor Gardens Single Family Village Homeowners Association, Declaration of Covenants; and

NOW, THEREFORE, the undersigned, being all of the Directors of Victor Gardens Single Family Village Homeowners Association, record that effective the above date, they hereby adopt the following resolutions:

WHEREAS, the Board of Directors of the Victor Gardens Single Family Village Homeowners Association is charged with the responsibility of collecting assessments for common expenses from homeowners pursuant to Section 7.2 of the Declaration of Covenants for the Association, as amended (the "Declaration"); and

WHEREAS, from time to time homeowners become delinquent in their payments of these assessments and fail to respond to the demands from the Board to bring their accounts current; and

WHEREAS, the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS, the Board is empowered under the terms of the Declaration and the Bylaws of the Association to recover collection expenses from a delinquent Accountholder; and

WHEREAS, the Board has retained professionals experienced in representing homeowners associations in collections and other matters (herein the "Association's Agent"); and

WHEREAS, the Board has directed the Association's Agent to represent the Association on the terms outlined in this resolution;

NOW, THEREFORE, BE IT RESOLVED that the Association's Agent shall pursue all collection and other matters which the Board, acting through the Manager, may from time to time refer to the Association's Agent and to provide any advice and counsel which the Board may from time to time require.

The following definitions shall be applied herein:

(1) "Account" shall mean a consumer account receivable, including but not limited to unpaid dues and/or assessments owed by an Accountholder;



- (2) "Accountholder" shall mean any individual or individuals legally responsible to the homeowners association for repayment of the Balance on an Account;
- (3) "Balance" shall mean the principal debt owed by an Accountholder to the homeowners association, plus charges, interest, and attorney fees as allowed by law, minus the sum of any credits.
- (4) "Manager" shall mean the Community Manager of the Homeowners Association.

BE IT FURTHER RESOLVED that a late fee of \$25.00 will be charged to a Accountholder, and levied against that Accountholder's unit, for each assessment or installment thereof that is not paid in full by the thirtieth day of the month in which it is due and an additional \$25.00 will be assessed at each stage in the collections policy thereafter that the Account remains unpaid or until the Association's Agent refers the overdue Account to a collection agency, whichever period is shorter. Any payment made will be credited against late fees first followed by the oldest assessments. The Association's Agent is authorized to waive such late fee at Association's Agent's sole discretion if it determines that making such an offer would be the most efficient way to collect the Account; and

BE IT FURTHER RESOLVED that the Manager is directed to send to all Accountholders who are more than thirty (30) days delinquent in the payment of regular assessments (an account is thirty days delinquent when the Accountholder owes one past due monthly assessment and late fee and one current monthly assessment), special assessments, or other charges authorized by the association's governing documents (the "Assessments") written notice of the collection cost and a request for immediate payment (the "First Notice"); and

BE IT FURTHER RESOLVED that the actions taken by the Manager under this provision are not governed by Fair Debt Collections Practices Act (FDCPA), because all accounts are received by the Manager prior to default, all notices sent by the Manager to any delinquent Accountholder shall comply with all applicable state and federal laws governing the collection of debts received for collection prior to default; and

BE IT FURTHER RESOLVED that the membership rights, other than voting rights, of any Accountholder whose account is thirty (30) days past due may be suspended at any time at the discretion of the Board during the period that any installment, charge or assessment remains unpaid, subject to the terms of the Governing Documents; and

BE IT FURTHER RESOLVED that the First Notice sent by the Manager to the delinquent Accountholder shall state that the Accountholder may submit a written request for special consideration of hardship circumstances setting forth all reasons why the Board should consider the request to the Board before the Assessment becomes sixty (60) days delinquent, together with a request for a hearing, or in the alternative, a request that a determination be made by the Board based on the written request, and if such requests are not submitted within such period, then the right to make such a request shall have been deemed waived; and

BE IT FURTHER RESOLVED that the Association's Agent may, at its sole discretion, place any Account received from the Manager with a collection agency for collection; and

BE IT FURTHER RESOLVED the following actions shall be taken, measured from the date that an Account becomes due, until the overdue Account is paid in full, the Accountholder has declared bankruptcy, or the Association's Agent determines that good cause exists to deviate from this schedule:

30 days: The Association's Agent shall send the Accountholder a late payment letter and impose a late fee.

60 days: The Association's Agent shall send the Accountholder a second late payment letter and impose a second late fee equal to that imposed previously.

90 days: The Association's Agent shall send the Accountholder a third late payment letter and impose a third late fee equal to that imposed previously.

120 days: The Association's Agent shall forward the Account to a collection agency or attorney for collection. This agency/attorney may notify the Accountholder that the Association may seek to impose a lien on the Accountholder's unit.

150 days: The Association's Agent may file a lien upon the Accountholder's unit and notify the Accountholder of the same.

BE IT FURTHER RESOLVED that the Association's Agent may report any Accounts placed with it for collection or that the Association's Agent places with a collection agency to any consumer credit reporting agency thirty days or more after the Account becomes delinquent; and

BE IT FURTHER RESOLVED that the Manager is directed to consult the Association's Agent and immediately forward for collection any account if the Accountholder files for or is the subject of a petition for relief in bankruptcy or a lender has commenced an action for foreclosure of its lien against the Accountholder's unit; and

BE IT FURTHER RESOLVED that the Association's Agent is directed to take any action that it reasonably believes is legally necessary to secure the interest of the association and the collection of the delinquent funds; and

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent account turned over to the Association's Agent for collection:

1. The fee of the Association's Agent shall be assessed against each delinquent unit and its owner (including repeat offenders) when the account is forwarded to the Agent for collection. All fees and costs incurred in the collection of a delinquent account by the Association's Agent shall be collectable as an assessment as provided in the Governing Documents.
2. The portion of the fee of a collection agency due from the Accountholder shall be assessed against each delinquent unit and its owner (including repeat offenders) when the account is forwarded by the Association's Manager to the collection agency for collection. Said fee shall be collectable as an Assessment as provided in the Governing Documents.
3. If at the expiration of the thirty-day period specified in the Association's Agent's Notice, an Accountholder's account remains delinquent and no payment plan embodied in a signed Stipulation for Judgment or other written agreement between the Association's Agent and the Accountholder has been executed, or in the event of a default under the terms of either

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agreement, the Association's Agent is authorized to take such further action as it, without consultation with the Board president, believes to be in the best interest of the Association, including but not limited to:



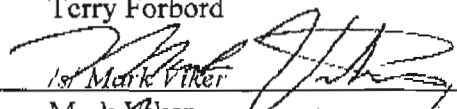
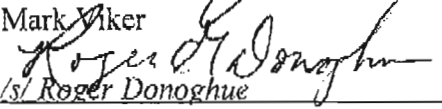
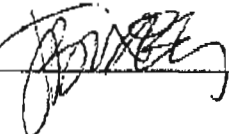
- A. Filing suit against the delinquent Accountholder for money due pursuant to the Declaration of Covenants in a court of appropriate jurisdiction;
- B. Instituting a judicial action for foreclosure of the Association's lien, pursuant to SECTION 14 of the Declaration of Covenants;
- C. Filing a proof of claim in bankruptcy;
- D. Forwarding the Account to a collection agency; or
- E. Other such action as may be necessary to secure the interest of the Association.

And

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall provide notice to all members of the Association of the foregoing policies and procedures by mailing a copy of these resolutions to such members at the address last shown in the records of the Association; and

BE IT FURTHER RESOLVED that the foregoing policies and procedures shall go into effect on June 1, 2011.

IN WITNESS WHEREOF, the following Directors of this corporation have hereunto subscribed their names.

<u>/s/ John Roehrich</u>		<u>11/01/11</u>
John Roehrich		DATE
<u>/s/ Terry Forbord</u>		<u>12-28-2011</u>
Terry Forbord		DATE
<u>/s/ Mark Viker</u>		<u>11/1/11</u>
Mark Viker		DATE
<u>/s/ Roger Donoghue</u>		<u>11/1/11</u>
Roger Donoghue		DATE
<u>/s/ Julie Bixby</u>		<u>11-1-11</u>
Julie Bixby		DATE

**RECORD OF ACTION OF THE BOARD OF DIRECTORS
OF
VICTOR GARDENS SINGLE FAMILY VILLAGE HOMEOWNERS ASSOCIATION
(Trash/Recycling Storage Rules)**

February 25, 2014

INASMUCH as Minnesota Statutes, Section 317A.239, Subdivision 1 provides that the directors of a non-profit corporation may act without the formality of a meeting by subscribing their names to a record of action assented to and taken by the same number of directors required to act at a meeting;

NOW, THEREFORE, the undersigned, being all of the Directors of Victor Gardens Single Family Village Homeowners Association record that effective the above date, they hereby adopt the following resolutions:

WHEREAS, the Board of Directors of Victor Gardens Single Family Village Homeowners Association is empowered to govern the affairs of the Homeowners Association pursuant to Section 6.4 of the By-Laws; and

WHEREAS, there is a need to adopt guidelines on general rules and regulations; and

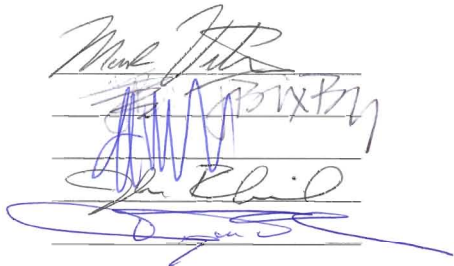
WHEREAS it is the intent that this guideline shall be applicable to all Homeowners in the Victor Gardens Single Family Village Homeowners Association, and

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines pertaining to rules and regulations are hereby adopted by the Board of Directors; and

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall provide notice to all members of the Association of the foregoing policies and procedures by mailing a copy of these resolutions to such member at the address last shown in the records of the Association; and

BE IT FURTHER RESOLVED that the foregoing policies and procedures shall go into effect with regard to all rules and regulations on or after May 1, 2014. This resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

IN WITNESS WHEREOF, the following Directors of this corporation have hereunto subscribed their names.

Four handwritten signatures in blue ink are written over four horizontal lines. The signatures are stylized and appear to be of the same person or a few individuals. The first signature is at the top, followed by three more below it.

Rules and Regulations effective May 1, 2014:

ARTICLE 1.
GENERAL PROVISIONS

Garbage and recycling may not be placed outside before 4:00 p.m. on the evening prior to the morning pick-up, and cans should be put back in the garage by 10:00 p.m. of the pick-up day. All garbage and recycling must be either bagged, canned or boxed to prevent it from blowing about and to prevent animals from gaining access to it.

A violation of this rule may result in imposition of a monetary fine if the violation is not cured within ten (10) business days of the notice of violation; if the violation remains uncured a second notice will be sent and if after an additional three (3) business days The Victor Gardens Single Family Village Homeowners Association Board may impose fines of \$100/mo. or portion thereof.