

4876302

AMENDED AND RESTATED DECLARATION

OF

GREENSBORO CONDOMINIUM

Apartment Ownership No. 41

THIS AMENDED AND RESTATED DECLARATION (referred to herein as the "Declaration"), is made in the County of Hennepin, State of Minnesota, on this 14th day of March, 1984, by Owners and mortgagees of Apartments to which are allocated at least 75% of the undivided interests in the Common Areas and Facilities, pursuant to the provisions of the Original Declaration as hereinafter defined and Minnesota Statutes, Chapter 515, known as the Minnesota Condominium Act, and amendments thereto (referred to herein as the "Act"). References to the "Act" shall also mean the applicable provisions of the Uniform Condominium Act, Minnesota Statutes, Chapter 515A, to the extent that they are specifically made applicable by Section 515A.1-102 of the Uniform Condominium Act or the Governing Documents.

This Declaration shall amend and restate in its entirety that certain Declaration of Greensboro Condominium dated June 25, 1974 and filed in the office of the Hennepin County Recorder on July 16, 1974, as Document No. 4094216 (referred to herein as the "Original Declaration").

This Declaration contains the Amended and Restated By-Laws of Greensboro Condominium Owners Association (referred to as the "By-Laws"), which are incorporated herein as Exhibit C, and the original By-Laws attached as Exhibit A to the Original Declaration are hereby amended, restated and superseded by the By-Laws, all in accordance with the provisions of the original By-Laws and the Act.

Therefore, the Owners, with the consent of the required number of mortgagees, make this Declaration and submit the Property thereto, under the name "Greensboro Condominium", specifying that this Declaration shall constitute covenants to run with the Property, and that the Property shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall be binding upon all persons having any right, title or interest therein, including their heirs, personal representatives, grantees, successors and assigns, and the Original Declaration shall be amended, restated and superseded in its entirety as of the date of filing of this Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise requires, certain words and terms used in this Declaration, and in the Articles of Incorporation and By-Laws of Greensboro Condominium Owners Association are defined as follows:

1. "Apartments". A part of the Property within the Residential Buildings including one or more rooms or enclosed spaces, occupying part of one or more floors, designed and intended for use as a one family dwelling, and having lawful access to a public street or highway via the Common Areas and Facilities, as described in Article V and shown on the Floor Plans. The Apartments are constructed in different architectural styles, as more fully described in Article III, and may be referred to as follows:

a. "Apartment Townhouse Units." These Apartments contain one or two bedrooms and are constructed on a single level and located in traditional, apartment style Buildings.

b. "Two Bedroom Townhouse Units". These Apartments are constructed with multiple levels in row house style Buildings. Each has a detached garage assigned to it in accordance with Exhibit B.

c. "Three Bedroom Townhouse Units". These Apartments are constructed with multiple levels in row house style Buildings and include an attached, tuck-under double garage.

2. "Association". Greensboro Condominium Owners Association, a corporation formed pursuant to Section 515.175 of the Act, and the Minnesota Non-Profit Corporation Act (Minnesota Statutes Chapter 317), whose Members consist of all Owners, acting in accordance with the Governing Documents.

3. "Buildings". The structures located on the Land and containing the Apartments and garages, as more specifically described in Article III. The Buildings containing the Apartments (and garages in the case of Three Bedroom Townhouse Units) may be referred to as "Residential Buildings" and the Buildings containing solely garages may be referred to as the "Garage Buildings".

4. "Board of Directors". The Board of Directors of the Association.

5. "By-Laws". The By-Laws governing the operation of the Association, and attached to this Declaration as Exhibit C.

6. "Common Areas and Facilities". All portions of the Property except the Apartments.

7. "Common Expenses". Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

8. "Declaration". This instrument, as from time to time amended, by which the Property is submitted to the provisions of the Act.

9. "First Mortgagee". A Person, that is an eligible holder of an eligible mortgage within the meaning of the regulations of the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), owning a mortgage on any Apartment, which mortgage is first in priority upon foreclosure to all other mortgages which may affect such Apartment, or a lender that is an eligible holder of an eligible mortgage as aforesaid in possession of an Apartment following a default in a first mortgage, a foreclosure proceeding or a deed or other arrangement in lieu of foreclosure.

10. "Floor Plans". The Floor Plans, and any amendments thereto, of the Buildings which are filed in the office of the Hennepin County Recorder pursuant to Section 515.13 of the Act, and which show such details as the layout, location, numbers and dimensions of the Apartments and the location of the Common Areas and Facilities.

11. "Governing Documents". This Declaration and the Articles of Incorporation and By-Laws of the Association.

12. "Land". The tract or tracts of land on which the Buildings and other improvements are located as more specifically described in Exhibit A attached hereto and made a part hereof, and all the easements, rights and appurtenances belonging thereto.

13. "Limited Common Areas". Those Common Areas and Facilities such as designated garages, balconies, patios and storage compartments, as described in this Declaration and shown on the Floor Plans, which are assigned and reserved for the exclusive use of Owners and/or Occupants of individual Apartments.

14. "Occupant". Any Person or Persons other than an Owner, in possession of or residing in an Apartment.

15. "Owner". The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of an Apartment, including without limitation contract for deed vendors and vendees. Mortgagees or other holders of security interests in an Apartment shall not be considered Owners merely by virtue of their security interests.

16. "Person". A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

17. "Property". The Land and all improvements constructed or contained thereon, including the Buildings.

18. "Rules and Regulations". The Rules and Regulations governing the operation and use of the Property as approved from time to time by the Board of Directors pursuant to Article VIII, Section 5.

ARTICLE II

DESCRIPTION OF LAND

The legal description of the Land on which the Buildings and other improvements are located is as set forth in Exhibit A hereto.

ARTICLE III

DESCRIPTION OF BUILDINGS

1. There are fifteen Residential Buildings, containing 260 Apartments, located on the Land. The Residential Buildings are described as follows:

a. Four of the Residential Buildings contain an aggregate of 164 Apartment Townhouse Units, located 41 to a Building. Each of these Buildings consists of two and one-half floors above ground and a one-half story basement, or three full floors with basement walkout. The first floor of each building is constructed on a slab of poured concrete. The upper floors and interior walls are of wood frame construction. Exterior walls are of wood frame construction with a brick and asbestos shake veneer. The roofs are a flat, pitch and gravel design. Each second and third floor Apartment has a balcony. First floor walk-out Apartments have a concrete patio. One-bedroom Apartments have one air-conditioner sleeve-mounted in the living room. Two-bedroom Apartments have one such air-conditioner in the living room and one in the master bedroom. Each Building has a security system with intercoms, a TV antenna system and a heat detection fire alarm system. The first floor of each Building contains a laundry room. Heat is provided by a common gas fired furnace and each Apartment has an individual thermostatic control. Access is via interior Common Area hallways and entryways.

b. Four of the Residential Buildings contain an aggregate of 38 Two-bedroom Townhouse Units, located in three Buildings, containing ten Apartments each and a fourth Building, containing eight Apartments. Each of these Apartments consists of a split-level ground floor and a second floor area. The ground floor is constructed on a poured concrete slab. The second floor and interior walls are of wood frame construction. The exterior walls are of wood frame construction with brick and asbestos shake veneer. The roofs are a flat, pitch and gravel design. Each Apartment has its own heating, air-conditioning and water softening system. Access is via individual exterior doors.

c. Seven of the Residential Buildings contain an aggregate of 58 Three-bedroom Townhouse Units, located in six Buildings, containing eight Apartments each and in one Building containing ten Apartments. Each of these Apartments consists of a four-level structure with a double tuck-under garage. The ground floor is constructed on a poured concrete slab. The upper floors and interior walls are of wood frame construction. Exterior walls are of wood frame construction with brick and asbestos shake veneer. The roofs are a flat, pitch and gravel design. Each Apartment has its own heating, air-conditioning and water system. Twenty-eight of the Apartments have fireplaces and balconies, and fourteen have fireplaces and no balconies. Access is via individual exterior doors.

2. There are ten Garage Buildings, containing a total of 123 garages located on the Land. Three of the garages have been divided into storage lockers and assigned among the Apartments as set forth in Exhibit B. Two of the garages are used for storage by the Association. The Garage Buildings have one floor and are constructed of brick veneer over wood sheathing and framing, with a poured concrete slab and shingled mansard roofs. The garages are accessible through the Common Areas and Facilities. The garages constitute Limited Common Areas and are appurtenant to the Apartments to which they are assigned pursuant to Exhibit B.

3. There is one recreation Building consisting of two floors. The first floor has a concrete slab floor and concrete block and brick walls. The second floor has a wooden floor and wood frame walls. The roof is a mansard style with asphalt shingles. The first floor contains exercise and dressing rooms, a suana, toilet facilities and mechanical equipment. The second floor contains a party room.

ARTICLE IV

DESCRIPTION OF APARTMENTS AND APPURTENANCES

1. The location of the Apartments and the immediate Common Areas and Facilities to which they have access are as shown on the Floor Plans, which are incorporated herein by reference. The identifying number of each Apartment, its approximate square footage, its number of rooms, its value for purposes of the Declaration, and its value as a percentage of the total value of all Apartments are set forth in Exhibit B attached hereto and made a part hereof. The values expressed shall control without regard to whether the areas expressed may vary from the Floor Plans or the actual areas, or whether the values expressed may vary from the actual selling price.

2. Apartment boundaries shall be defined as follows:

a. Apartment Townhouse Units: The upper boundary shall be the plane of the underside of the unfinished gypsum sheetrock ceiling, and the lower boundary shall be the plane of the top surface of the unfinished floor. The side boundaries shall be (i) the unfinished interior surface of its outside wall; (ii) the exterior unfinished surface of the walls separating it from corridors, stairways, and other common spaces; and (iii) the centerline of the interior party walls between it and adjacent Apartments. Doors and windows which open from an Apartment are part of the Apartment.

b. Two and Three Bedroom Townhouse Units: The upper boundary shall be the plane of the underside of the roof trusses, and the lower boundary shall be the plane of the undersurface of the basement slab. The side boundaries shall be (i) the unfinished interior surface of its outside walls; and (ii) the centerline of the interior party walls between it and adjacent Apartments. Doors and windows which open from an Apartment are part of the Apartment.

3. Subject to the provisions of Paragraphs 2, 4 and 5 of this Article, all spaces, interior partitions, and fixtures and improvements within the boundaries of an Apartment are a part of the Apartment.

4. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other such component or fixture lies partially within and partially outside the designated boundaries of an Apartment, any portion thereof which does not affect the function of the other Apartments or the Common Areas and Facilities and serves only that Apartment is Limited Common Area allocated exclusively to that Apartment, and any portion thereof serving or affecting the function of more than one Apartment or any portion of the Common Areas and Facilities is a part of the Common Areas and Facilities.

5. Any shutters, awnings, window boxes, doorsteps, stoops, balconies, patios, garages or similar appurtenances, and all other fixtures designed to serve or assigned to only a certain Apartment, but located outside the Apartment's boundaries, are Limited Common Areas allocated exclusively to that Apartment.

6. Each Apartment shall have appurtenant easements for ingress and egress to a public street or highway on and across adjoining Common Areas and Facilities as shown on the Floor Plans and as described in the Declaration, and shall have appurtenant easements of enjoyment on and across the Common Areas and Facilities.

7. Each Apartment and its Limited Common Areas shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Apartments and the Common Areas and Facilities, and for maintenance and repair as described in Article X.

8. All easements and other appurtenances burdening or benefiting an Apartment shall be inseparable from that Apartment and shall burden and benefit its Owners and Occupants and their guests. The Governing Documents or the Association shall not restrict access to services or utilities, or ingress and egress to and from, the Owner's Apartment or any Limited Common Area appurtenant thereto.

9. No Apartment nor any part of the Common Areas and Facilities may be subdivided or partitioned.

ARTICLE V

COMMON AREAS AND LIMITED COMMON AREAS

1. Common Areas and Facilities

a. All of the Property not a part of the Apartments represents Common Areas and Facilities, and appertains to the Apartments in accordance with the percentages of interest appurtenant to all Apartments as expressed in Exhibit B. The Common Areas and Facilities include (but are not limited to) all the areas and items listed in this Article and as shown on the Floor Plans.

b. Common Areas and Facilities shall include such things as the Land, driveways or walkways, the recreation Building, gardens, recreational areas or facilities, trees, shrubs, foundations, bearing walls, columns or girders, roofs, lobbies, stairways, windows and doors not a part of any Apartment, corridors, pipes, wires, conduit, utility connections, ducts, flues, chutes, and heating and other mechanical systems, and any fixtures used in connection with the above items even though not specifically mentioned herein.

c. The Common Areas and Facilities shall be subject to appurtenant easements for ingress and egress, Building services, utilities and enjoyment in favor of each Apartment and its Owners and Occupants, subject to the specific rights of Owners and Occupants in Limited Common Areas appurtenant to their respective Apartments and to the rights of the Association to impose reasonable Rules and Regulations.

d. Subject to the provisions of Articles IX and X, all maintenance, repair, management and operation of the Common Areas and Facilities shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating to a Person or Persons of its choice such duties as may be imposed upon the Association by the Governing Documents or the Act, and as are approved by the Board of Directors; provided, however, that such delegation shall not relieve the Association's officers and directors of the ultimate responsibility for the performance of their duties under the Governing Documents and the Act.

e. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Areas and Facilities shall be assessed and collected from the Owners as assessed, in accordance with the provisions of Article IX.

f. The undivided interest of an Apartment and its Owner in the Common Areas and Facilities is appurtenant to such Owner's Apartment and is inseparable from that Apartment.

2. Limited Common Areas and Facilities: Any part of the Common Areas and Facilities, including without limitation a garage, storage compartment, or any item specified in Paragraphs 4 and 5 of Article IV, which is assigned to and reserved for the exclusive use of one particular Apartment, shall be designated as a Limited Common Area, and shall be encumbered with an exclusive, appurtenant easement for the use for which it is designated, in favor of the Apartment to which it is assigned. The assignment of the appurtenant garages and storage compartments to the respective Apartments is set forth in Exhibit B. The description and assignment of the other Limited Common Areas is set forth in Paragraphs 4 and 5 of Article IV.

3. Parking Spaces: The Association may assign specific outside parking spaces or areas located on the Common Areas and Facilities to Apartments to which garages are not assigned, for the exclusive use of the Owners and Occupants of such Apartments. The Association shall have the right to change the assignment of such parking spaces from time to time as it deems advisable in its sole discretion; provided that each such Apartment shall be entitled at all times to the exclusive use of one parking space. Each parking space shall be given a separate identifying number or letter.

ARTICLE VI

RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, by their acceptance of a conveyance of an interest in the Property or by their occupancy of an Apartment or any part thereof, covenant and agree that, in addition to restrictions which may be imposed by the Act and the Governing Documents, the use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

1. The Property shall be held, conveyed, encumbered, leased, used and occupied subject to all covenants, conditions, restrictions, uses, limitations and obligations expressed in the Governing Documents and the Act, as amended from time to time. All such covenants and obligations are in furtherance of a plan for the Property, and shall be deemed to run with the land and be a burden and benefit to the Owners and Occupants and their grantees, successors and assigns and any Person occupying an Apartment or acquiring or owning any interest in the Property, their heirs, personal representatives, grantees, successors and assigns.

2. The Common Areas and Facilities shall remain undivided, and no Owner or Occupant may bring or cause to be brought any action for partition or subdivision.

3. The Apartments shall be used by Owners and Occupants and their guests as private residential dwellings only, and not for transient or hotel purposes, all as described in and authorized by the Governing Documents. Any occupancy of an Apartment (except for concurrent occupancy by guests) for a period of less than 180 days shall be deemed to be for transient purposes. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Apartments, and shall use the Property in such a manner as will not unduly restrict, interfere with or impede the use thereof by other Owners and Occupants and their guests.

4. Leasing of Apartments shall be allowed, subject to reasonable regulation by the Association, provided: (i) that, with the exception of a First Mortgagee in possession of an Apartment following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner or Occupant shall be permitted to lease the Apartment for transient or hotel purposes (any lease or rental arrangement for fewer than 180 days shall be deemed to be for such purposes), (ii) that no Apartment may be subleased, (iii) that no Owner or Occupant may lease less than his or her entire Apartment, (iv) that any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents, the Rules and Regulations and the Act and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease, (v) that all leases shall be required to be in writing, (vi) that the Owner and/or Occupant of a leased Apartment shall provide to the Association, upon request, a copy of the lease agreement (in executed or unexecuted form, as requested); and (vii) that any time-sharing or other grant or conveyance of any type of time interval interest in an Apartment shall be deemed to be a lease within the meaning of this Section and shall be subject to the restrictions set forth herein. The Association may grant waivers of the foregoing restrictions in the event of emergencies or extenuating circumstances.

5. Garages and designated parking areas on the Property, shall be used only for the parking of vehicles owned by Owners and Occupants and their guests, and the use thereof shall be subject to reasonable regulation by the Association. Garages may be leased to other Owners and Occupants provided that a lease form prescribed by the Association is executed by the lessor and lessee and filed with the Association prior to the commencement of the lease.

6. The keeping of any pet on the Property shall be restricted according to provisions of the Rules and Regulations as approved and amended from time to time; provided, however, that in no case may any type of fish, fowl, reptile, insect or animal be bred, or kept or maintained for commercial purposes, on the Property.

7. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Apartment or the Common Areas and Facilities; except (i) an Owner or Occupant residing in an Apartment may keep and maintain his or her business or professional records in such Apartment and handle matters relating to his or her business by telephone or correspondence therefrom, provided that such uses do not involve any overt business activity such as bulk mailings or use of the Apartment by customers or employees and (ii) the Association may maintain offices and related facilities on the Property for management purposes.

8. No use shall be made of the Property which would violate the then existing municipal ordinances or state or federal laws, nor shall any act or use be permitted which would cause a material increase in insurance rates on the Property or otherwise tend to cause liability or unwarranted expense for the Association or any Owner or Occupant.

9. No alteration or improvement, structural or aesthetic, of any type, temporary or permanent, shall be made, or caused or suffered to be made, by any Owner or Occupant or their guests in any part of the Common Areas and Facilities without the prior written authorization of the Board of Directors, or a committee appointed by it.

10. In case of emergency, all Apartments and Limited Common Areas and Facilities are subject to entry, without notice and at any time, by an officer or member of the Board of Directors of the Association, the management agent for the Association, or any public safety personnel.

ARTICLE VII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. The total value of the Property, the value of each Apartment and the relative value for purposes of determining its percentage of interest in the Common Areas and Facilities, under the Act and the Governing Documents, is set forth in Exhibit B.

2. Each Apartment shall be entitled to a vote equal to the Apartment's percentage of interest in the Common Areas and Facilities appurtenant to all Apartments as set forth in Exhibit B.

3. The Owner of each Apartment, or some person designated to act as proxy on behalf of any Owner, and who need not be an Owner, shall be entitled to cast the vote appurtenant to such Apartment at all meetings of the Association.

4. All Owners shall automatically be members of the Association, and such membership shall terminate when such person ceases to be an Owner. When more than one person is an Owner of an Apartment, all such Persons shall be members of the Association, but multiple ownership of an Apartment shall not increase the voting percentage appurtenant to such Apartment nor authorize the division of the voting rights appertaining thereto.

5. The voting rights of the Owners and Occupants shall be governed by the Act and the Governing Documents.

ARTICLE VIII

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:

1. The operation and administration of the Association and the Property shall be governed by the Governing Documents and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the management and control of the Property. The power and authority of the Association shall be vested in the Board of Directors, and the Association shall act through the Board of Directors unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board of Directors, unless specifically stated to the contrary.

2. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding on all Owners and Occupants and their guests, heirs, personal representatives, successors and assigns.

3. The By-Laws governing the operation and administration of the Association shall be in the form approved by the Association and recorded as required by the Act.

4. The Board of Directors may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act; provided, however, that such delegation shall 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.

5. The Board of Directors may approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion or omission in other parts of the Governing Documents of authority to approve Rules and Regulations shall not be deemed to affect the authority granted by this Section. New or amended Rules and Regulations shall be effective after reasonable notice thereof has been given to the Owners and Occupants.

6. All funds and real or personal property acquired by the Association, and any net proceeds from the operation of the Association, shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents.

ARTICLE IX

ASSESSMENTS BY ASSOCIATION

1. Assessments for the expenses, including reserves, of the Association shall be determined and assessed by the Board of Directors, in its sole discretion, and shall be paid by the Owners to the Association, in accordance with the allocation of Common Expense obligations set forth in Exhibit B and with the provisions of the Governing Documents, subject to the following:

a. Common Expenses incurred in providing heat, hot and cold water, electric power, and sewer service to all Buildings containing Apartment Townhouse Units and Common Expenses incurred in all maintenance, repairs or replacement of the interior or exterior Common Areas and Facilities of such Buildings shall be apportioned ratably among all such Apartments in the proportion which the

undivided interest in the Common Areas and Facilities which are appurtenant to each such Apartment, as set forth in Exhibit B, bears to the aggregate undivided interests of all such Apartments.

b. Common Expenses incurred in all maintenance, repair and replacement of the interior or exterior Common Areas and Facilities of all Buildings containing Two-bedroom Townhouse Units shall be apportioned ratably among all such Apartments in the proportion which the undivided Common Areas and Facilities which are appurtenant to each such Apartment, as set forth in Exhibit B, bears to the aggregate undivided interests of all such Apartments.

c. Except as set forth in Subparagraph a. and b. of this Paragraph 1, each Owner and such Owner's Apartment shall be liable for a share of all other Common Expenses, based upon its percentage share of the undivided interests in the Common Areas and Facilities appurtenant to all Apartments as set forth in Exhibit B.

d. Increases in assessments shall be subject to the limitations and requirements set forth in Article VIII of the By-Laws.

2. The Association shall establish and maintain a general operating reserve and a reserve which is adequate for the repair and replacement of improvements to the Common Areas and Facilities which the Association is obligated to maintain. The reserve funds shall be maintained out of annual assessments for Common Expenses.

3. Each Owner shall be personally liable for the share of the Common Expenses assessed against such Owner's Apartment. No Owner may be exempted from liability for payment of his share of Common Expenses by waiver of use or enjoyment of the Common Areas and Facilities, by absence from or abandonment of the Apartment or by the waiver of any other rights of an Owner or Occupant. The Association may invoke the charges, sanctions and remedies set forth in Article XVII, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

4. All sums assessed by the Association for Common Expenses shall constitute a lien on each Apartment as provided by Section 515A.3-115 of the Uniform Condominium Act, which Section is hereby adopted and made applicable to the Property. Said assessment liens shall be prior to all other liens except only:

a. Liens and encumbrances recorded before the recordation of this Declaration; and

b. The lien of real estate taxes and/or special assessments in favor of the State of Minnesota or any taxing subdivision thereof; and

c. The lien of any first mortgage.

5. A lien for Common Expenses may be foreclosed against an Apartment as provided by the laws of the State of Minnesota as if it were a lien under a mortgage containing a power of sale. The Association shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Apartment so acquired. The Owner, by the acceptance of any conveyance of any interest in the

Apartment, grants to the Association full authority, including without limitation a power of sale, to accomplish such foreclosure, acquisition and sale. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against any Owner who fails to pay any assessment or charges against his Apartment. In any action brought by the Association against any Owner, the Association shall further be entitled to recover all costs of the action, interest on the unpaid amount at the maximum rate allowed by law and reasonable attorneys' fees.

6. Where the First Mortgagee or other purchaser of an Apartment obtains title to the Apartment as a result of foreclosure of the first mortgage, or a deed or other conveyance in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Apartment which became due prior to the earlier of the acquisition of possession or title to such Apartment by such acquirer. Such unpaid share of Common Expenses or assessments may, at the discretion of the Association, be deemed to be a lien against and a Common Expense collectible from all of the Apartments, including the acquired Apartment, the acquirer and his successors and assigns, in accordance with their respective obligations for Common Expenses. Notice of a default of more than thirty (30) days in payment of any installment of any assessment for Common Expenses by any Owner shall be given in writing to the First Mortgagee of that Apartment (upon request) by the Secretary of the Association.

7. In a voluntary conveyance of an Apartment the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the grantor for his/her share of the Common Expenses up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid assessments against the Apartment, and such grantee shall not be liable for, nor shall the Apartment conveyed be subject to a lien for, any such assessments in excess of the amount therein set forth.

ARTICLE X

MAINTENANCE AND REPAIR

The following provisions shall govern the maintenance, repair and replacement of the Property:

1. The Association shall, at its expense, be responsible for the maintenance, repair and replacement of all Common Areas and Facilities and Limited Common Areas, except for such responsibilities for maintenance, repair and replacement with respect to the Limited Common Areas as may be assigned by the Association to the Owner or Occupant. The Association shall also be responsible for all incidental damage caused to an Apartment or its Limited Common Areas by such work as may be done by the Association pursuant to this Section. Notwithstanding anything to the contrary in the Governing Documents, the Association may charge and assess the responsible Owner and such Owner's Apartment for the cost of repairing and restoring any damage to the Common Areas and Facilities, Limited Common Areas or other Apartments caused by such Owner or such Owner's Occupants or guests, or caused by any condition in the Apartment or Limited Common Areas which the Owner or Occupant has allowed to exist.

2. The Owner shall, at his or her expense, be responsible for maintenance, repair and replacement as follows:

a. To maintain, repair and replace, at the Owner's expense, all portions of the Apartment, and to perform such maintenance, repair and replacement with respect to any Limited Common Areas allocated to such Apartment as the Association may, from time to time, assign to the Owner or Occupant thereof. The Association may require that the Owners perform their obligations hereunder in accordance with reasonable standards and guidelines established by the Association;

b. To perform his or her responsibilities in such manner as not to unreasonably disturb or cause a hazard to other persons residing within the Building or otherwise using the Property;

c. To promptly pay or reimburse the Association for any costs incurred by the Association for the repair of any damage to the Common Areas and Facilities, Limited Common Areas or other Apartments, caused by an Owner, Occupant or their guests, or caused by any condition in the Apartment or Limited Common Areas which the Owner or Occupant has allowed to exist.

3. No Owner or Occupant shall:

a. Alter or otherwise decorate or change the appearance of any portion of the Common Areas and Facilities or Limited Common Areas, nor make any major interior alterations to an Apartment or any alterations to an Apartment which are visible from the exterior of the Apartment or which materially affect the Common Areas and Facilities or Limited Common Areas, unless prior written authorization is obtained from the Board of Directors, or a committee designated by it.

b. Do anything that could jeopardize or impair the weathertight integrity, safety or soundness of any Building without prior written consent from the Board of Directors or a committee designated by it, nor impair any easement without prior written consent from the Board of Directors, or the designated committee, and the Owners for whose benefit such easement exists.

4. Owners or Occupants shall promptly report to the Association any defect or need for repairs to the Common Areas and Facilities or Limited Common Areas.

5. Each Apartment and the Common Areas and Facilities and Limited Common Areas are subject to appurtenant easements in favor of the Association for maintenance, repair and replacement of the Apartments, Common Areas and Facilities and Limited Common Areas. Each Owner shall afford to the Association and its management agents and employees, access upon reasonable notice, to and through the Apartment and its Limited Common Areas for maintenance, repair and replacement; provided that access may be had without notice and at any time in case of emergency pursuant to Article VI.

6. Nothing herein contained shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, and the Association's liability shall be limited to damages proximately resulting from its negligence.

ARTICLE XI

INSURANCE

1. The Association shall, effective upon the recording of this Declaration, obtain and maintain a master policy or policies of insurance in accordance with the requirements set forth in Section 515A.3-112 of the Uniform Condominium Act and the additional requirements set forth herein, and issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

a. Property insurance covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned in common by all of the Owners or by the Association. The policy or policies shall also contain an "Inflation Guard" or an agreed amount endorsement, if available. Such insurance shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be specifically required by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") as a precondition to its purchasing a mortgage made by any First Mortgagee. In the event that the Association shall fail to pay currently the premiums due with respect to such insurance, then and in such event any First Mortgagee may make payment of such due premiums, and such payment so made by any First Mortgagee shall be a sum immediately due and owing by the Association to such First Mortgagee, together with interest at the highest rate allowed by law from the date of payment of the money by the First Mortgagee to the date of reimbursement of the Association. Any First Mortgagee shall have the right to sue upon and enforce the foregoing covenant for its benefit in the event that it shall advance money for the benefit of the Association and the Property, and this covenant shall have the same effect and stand in lieu of any separate agreement covering such rights between the Association and such First Mortgagee advancing funds. The Association is further authorized to enter into a separate agreement in favor of all First Mortgagees, which shall further authorize the First Mortgagee to secure its own replacement policy in the event that the insurance policy held by the Association fails to comply with the requirements of this Declaration.

b. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Areas and Facilities, with minimum limits of \$1,000,000 per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. Such public liability insurance shall 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. If required by FNMA or FHLMC as a precondition to its purchasing a mortgage loan on an Apartment, the coverage shall include liability related to employment contracts of the Association, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, elevator collision and host liquor liability.

c. Fidelity bond coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board of Directors or required by FNMA or FHLMC as a precondition to its purchasing a mortgage loan on an Apartment. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by FNMA or FHLMC, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves in the custody of the Association or management agent at any given time during the term of the bond or (ii) a sum equal to three months aggregate assessments on all Apartments plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

d. Worker's Compensation insurance as required by law.

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

2. All insurance premiums shall be assessed and paid as a Common Expense, and, in the event of a claim the Association may, at its discretion, charge any insurance deductible amounts back against the Owners whose acts or omissions caused the claim to be made or with respect to whose Apartments the claim arose.

3. 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 Owners and other holders of an interest as security for an obligation, including First Mortgagees, which suffer loss. The Association, or any Insurance Trustee selected by it, shall have exclusive authority to negotiate and settle any claims or losses under any insurance policy maintained by the Association.

4. All policies of insurance shall contain waivers of subrogation by the insurer as to any claims against the Association, or an Owner, and/or their respective agents, tenants or employees, and waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

5. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least 30 days prior written notice to FHLMC and/or FNMA, whichever may be applicable, all of the insureds and all First Mortgagees of record. The Association further agrees to notify FNMA or FHLMC, whichever may be applicable, in writing whenever the estimated damage to the Common Areas and Facilities exceeds Ten Thousand (\$10,000) Dollars, arising out of a single occurrence, or whenever the estimated damage with respect to any Apartment covered by a mortgage purchased in whole or in part by FNMA or FHLMC exceeds One Thousand (\$1,000) Dollars.

6. 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 the provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirement of law.

7. All policies of insurance maintained by the Association shall provide, where applicable, that such insurance may not be brought into contribution with any insurance purchased by Owners or their First Mortgagees.

8. Each Owner may obtain additional insurance at his own expense covering fire and other casualty to his Apartment, his personal property and his personal liability.

9. All policies of insurance maintained by the Association shall provide that the coverage shall not be prejudiced by (i) any act or neglect of the Owners when such act or neglect is not within the control of the Association or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

ARTICLE XII

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

1. The procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by Section 515A.3-112(g) of the Uniform Condominium Act, except to the extent that Article XIX may be applicable in the case of termination of the condominium. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Section 3 below.

2. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of Minnesota Statutes, Section 515A.1-107 shall govern; provided, however, that notice shall be given pursuant to Section 3 below.

3. All First Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to a First Mortgagee promptly upon its request thereof. First Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

ARTICLE XIII

AMENDMENTS

This Declaration may be amended by the vote of Owners of Apartments to which are allocated at least sixty-seven percent (67%) of the undivided interests in the Common Areas and Facilities appurtenant to all Apartments, computed in accordance with the percentages as set forth in Exhibit B, (i) in writing, or (ii) at a meeting of the Association duly held in accordance with the provisions of the By-Laws; provided

that any amendment shall be subject to the rights of First Mortgagees as set forth in Article XIV, and to such greater requirements as may be imposed by the Act. An amendment shall be effective only when recorded in the office of the County Recorder for the county in which the Property is located. An acknowledgement by any officer of the Association as to the sufficiency of the vote shall be adequate evidence thereof for all purposes, including the recording of the amendment.

ARTICLE XIV

RIGHTS OF FIRST MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to such greater requirements as may be imposed by the Act and other applicable state and federal laws, First Mortgagees shall have the following rights and protections:

1. Any amendment or addition to any material provision of the Governing Documents which establishes, provides for, governs or regulates any of the following matters shall, in addition to the required consent of the Owners as set forth in Article XIII, also require the prior written approval of the First Mortgagees holding mortgages on Apartments which have at least fifty-one (51%) of the votes allocated to all Apartments on which such mortgages are held.

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the Common Areas and Facilities;
- d. Insurance or Fidelity Bonds;
- e. Rights to use of the Common Areas and Facilities;
- f. Responsibility for maintenance and repair of the several portions of the Property;
- g. Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property;
- h. Boundaries of any Apartment;
- j. Convertibility of Apartments into Common Areas and Facilities or of Common Areas and Facilities into Apartments;
- k. Leasing of Apartments;
- l. Imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey an Apartment;
- m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Apartments.

2. The consent of First Mortgagees holding mortgages on Apartments to which are allocated at least sixty-seven percent (67%) of the votes in the Association is required to abandon or terminate the condominium, except as provided by law in the case of substantial destruction by casualty or in the case of a taking by condemnation or eminent domain.

3. No Apartment may be partitioned or subdivided without the prior written approval of the Owner thereof, the Association and the First Mortgagee thereof.

4. The right of an Owner to sell, transfer, or otherwise convey his or her Apartment shall not be subject to any right of first refusal or similar restrictions.

5. Any First Mortgagee, or any purchaser at a foreclosure sale, that comes into possession of an Apartment by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, will take the Apartment free of any claims for unpaid assessment or any other charges or liens imposed against the Apartment by the Association which have accrued against such Apartment prior to the acquisition of possession of the Apartment by said First Mortgagee or purchaser, except for a share of such assessments or charges resulting from and based upon a reallocation of the same among all Apartments in accordance with their percentages of interest in the Common Areas and Facilities.

6. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Apartments and not to the Property as a whole.

7. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the First Mortgagee of the Apartment pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Apartment and/or Common Areas and Facilities. The Association shall give written notice to all First Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

8. The term of any agreement for professional management of the Property, or any other contract providing for services of the sponsor or builder, may not exceed two (2) years. Any such agreement must provide at a minimum for termination by either party, with cause upon thirty (30) days prior written notice, and without cause and without payment of a termination fee upon ninety (90) days or less prior written notice. In addition, when professional management of the Property has been previously required by any First Mortgagee as a condition of satisfying FNMA or FHLMC lending requirements, and in fact utilized by the Association, any decision to discontinue professional management and establish self-management by the Association shall require the prior consent of (i) Owners of Apartments to which at least sixty-seven percent (67%) of the votes in the Association are allocated and (ii) the approval of First Mortgagees holding mortgages on Apartments to which are allocated at least fifty-one percent (51%) of the votes allocated to all Apartments on which such mortgages are held.

9. First Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive, upon written request, copies of the Association's annual reports and other financial statements (free of charge) within ninety (90) days of the end of the Association's fiscal year. Such statements and/or reports shall be audited if specifically requested by FNMA.

10. Upon written request to the Association, identifying the name and address of the First Mortgagee, insurer or guarantor and the Apartment number or address, any First Mortgagee, insurer or guarantor shall be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the Property or any Apartment on which there is a first mortgage held, insured, or guaranteed by such eligible First Mortgagee or eligible insurer or guarantor (as defined by FNMA), as applicable;

b. Any delinquency in the payment of assessments or charges owed by an Owner of an Apartment subject to a first mortgage held, insured or guaranteed by such First Mortgagee or eligible insurer or guarantor, which remains uncured for a period of 30 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

d. Any proposed action which would require the consent of a specified percentage of eligible First Mortgagees as specified in Sections 1 and 2 of this Article.

11. The Association shall make available to First Mortgagees, Owners and insurers or guarantors of any first mortgage, correct copies of the Governing Documents, upon request and during normal business hours. The Association may charge a reasonable fee for providing copies of such documents.

ARTICLE XV

ENCROACHMENTS

If there is an encroachment by an Apartment upon the Common Areas and Facilities or upon another Apartment, or by the Common Areas and Facilities upon an Apartment as a result of the construction, reconstruction, repair, shifting, settlement or movement of the Property or any part thereof, an appurtenant easement for the encroachment and for the maintenance thereof shall exist for so long as the encroachment exists. Such encroachments and easements shall not affect the marketability of title.

ARTICLE XVI

VARIATION IN BOUNDARIES

Minnesota Statutes Section 515A.2-116 is hereby adopted and made applicable to the Property. The existing physical boundaries of an Apartment or of an Apartment constructed in substantial compliance with the Floor Plans are conclusively presumed to be its boundaries regardless of settling or lateral movement of the Building.

ARTICLE XVII

COMPLIANCE AND DEFAULT

Each Owner and Occupant shall be governed by and shall comply with the provisions of the Act and the Governing Documents, and such amendments thereto as

may be made from time to time. A failure to comply shall entitle the Association (and/or Owners in certain stated instances) to the following relief:

1. An Owner or the Association may commence legal action to recover sums due, for damages, injunctive relief, foreclosure of lien or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Relief may be sought by the Association or, if appropriate, by an aggrieved Owner, but in no case may any Owner or Occupant withhold any assessments due and payable to the Association, or take (or omit) other action in violation of the Governing Documents, as a measure to enforce such Owner or Occupant's position, or for any other reason.

2. 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 who violate (or whose guests violate) the provisions of the Governing Documents:

a. Impose interest charges, at the highest rate allowed by law, for any delinquent assessment payments.

b. Impose reasonable administrative charges (in addition to interest), for each delinquent assessment payment, to cover the costs of administration of delinquent account.

c. In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the defaulting Owner or Occupant for the Association's current year may be accelerated and shall then be payable in full, forthwith at the call of the Board of Directors. Prior written notice of such acceleration shall be given to the defaulting Owner or Occupant.

d. Impose reasonable monetary fines, penalties and charges for each violation of the Governing Documents other than delinquent assessment payments.

e. Suspend the rights of any Owner or Occupant and their guests to use any recreational facilities or Common Areas and Facilities; except Limited Common Areas appurtenant to their Apartment and those portions of the Common Areas and Facilities providing utilities service and ingress and egress to such Owner's or Occupant's Apartment. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to 30 days thereafter, for each violation.

f. Restore any portions of the Common Areas and Facilities which were damaged or altered, or suffered to be damaged or altered, by any Owner or Occupant in violation of the Governing Documents, and to assess the cost of such restoration against the Owner or Occupant who was the violator.

g. Enter any Apartment or Limited Common Area in which, or as to which, a violation or breach of the Governing Documents exists which materially affects or is likely to affect in the near future the health or safety of the

other Owners or Occupants, or their guests, or the safety or soundness of the Building or other parts of the Property, and to summarily abate and remove, at the expense of the violating Owner or Occupant, any structure, thing or condition that may exist in the Apartment. In such case neither the Association, nor its officers or directors nor any public safety official assisting them shall be deemed guilty in any manner of a trespass.

h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided for the foreclosure of mortgages under a power of sale in the state where the Property is located.

3. In the case of imposition of any of the remedies authorized by paragraphs 2d, 2e, 2f and 2g (except in cases of emergency) of this Article, the Board of Directors shall cause to be mailed or delivered to the Owner or Occupant against whom the remedy is sought to be imposed written notice specifying the general nature of the violation and the remedy to be imposed, which notice must be delivered at least 10 days prior to the effective date of such imposition. Said Owner or Occupant shall have the right, upon written request delivered to the Board of Directors within the foregoing 10 day period, to a hearing before the Board of Directors, or a committee of no fewer than three disinterested Owners appointed by the Board of Directors to hear such matters. The hearing shall be set by the Board of Directors at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than 30 days after the request for a hearing. The Board of Directors shall establish, and make known to all parties involved, uniform and fair rules for the conduct of such hearings. If a hearing is requested, the remedy imposed shall not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board of Directors and all Owners or Occupants who requested the hearing, whichever event occurs first. The decision of the Board, or the hearing committee, and the rules for the conduct of hearings established by the Board, shall be final and binding on all parties.

4. Any assessments, charges, penalties or interest imposed under this Article shall be a lien against the Apartment of the Owner or Occupant against whom the same are imposed with the same priority and effect as a lien for Common Expenses, and shall also be a personal obligation of the Owner of such Apartment as if the same were an assessment. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations appealed under Paragraph 3 of this Article until affirmed in writing following the hearing. Payments made by Owners on delinquent assessments may, at the option of the Association, be applied first to the principal amount of the delinquent installment or to the penalty, charge or interest imposed by the Association as a result of such delinquency. The assessment installment shall be deemed to be delinquent until it and all penalties, charges and interest due thereon have been paid in full.

5. In any legal or arbitration proceeding arising between the Association and an Owner or Occupant, or between Owners and/or Occupants, because of any alleged default or violation by an Owner or Occupant, the Association, if it is awarded any material part or all of the relief it seeks, shall be entitled to recover (and assess against the violator and the violator's Apartment) interest on any delinquent amounts owed to the Association, at the highest rate allowed by law, and the expenses and costs of the proceeding, including without limitation such reasonable attorneys' fees as may be determined by the court or arbitration board. In any other action, legal or administrative, which the Association takes against a violating Owner or Occupant to enforce the provisions of the Governing Documents or Rules and Regulations, and which is not finally determined by a court or arbitrator, the Association may charge

or assess the violator and his or her Apartment with any expenses incurred in connection with such enforcement, including without limitation reasonable attorneys fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association according to its records.

6. All Owners and Occupants shall be liable for the expense of any maintenance, repair or replacement rendered necessary by their willful acts or negligence, or by that of their guests, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or such Owner or Occupant. Notwithstanding the foregoing, any increase in insurance rates occasioned by such use, misuse, occupancy or abandonment of the Common Areas and Facilities or of any Apartment or its appurtenances may be charged or assessed against the Owner or Occupant responsible for the condition and such Person's Apartment. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE XVIII

SERVICE OF PROCESS

The Person authorized to receive service of process in the cases provided for under the Act shall be any officer of the Association, or such other persons as may be designated by the Board of Directors by written resolution, a certified copy of which shall be recorded in the office of the County Recorder for the county in which the Property is located. The office of the Association shall be located at 7314 West 22nd Street, St. Louis Park, Minnesota 55426.

ARTICLE XIX

TERMINATION

The Condominium may be terminated in the following manner in addition to the manner provided by the Minnesota Condominium Act:

1. In the event that it is determined, pursuant to Article XII, the Buildings shall not be reconstructed because of major damage, the Condominium will be thereby terminated without agreement.

2. The Condominium may be terminated at any time by the approval in writing of all the Owners, and by all record owners of liens affecting any of the Apartments. Such withdrawal of the Property from the Condominium Act shall not bar its subsequent resubmission to the provisions thereof in accordance with the terms of the Act.

3. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President or Vice President and its Secretary or Assistant Secretary certifying to facts effecting the termination, which certificate shall become effective upon being filed with the County Recorder of Hennepin County, Minnesota.

4. After termination of the Condominium, the Owners shall own the Property and all assets of the Association as tenants in common in undivided interests and their respective mortgages and lienholders shall have the mortgages and liens upon the respective undivided interests of the Owners. Such undivided interests of each Owner shall be the same as the undivided interest in the Common Areas and Facilities, appurtenant to such Owner's Apartment as described in Exhibit B.

5. Following termination, the Property may be partitioned and sold upon the application of any Owner. If the Board of Directors following a termination determines, by at least seventy-five percent (75%) vote, to accept an offer for the sale of the

Property, each Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the Property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

6. This Article concerning termination shall not be amended without the consent of all Owners and all holders of mortgages and lienholders required to approve termination by agreement.

7. The members of the Board of Directors, acting collectively as agent for all Owners, shall continue to have such powers as are granted by this Article, notwithstanding the fact that the Board of Directors and/or the Association itself may be dissolved upon a termination.

ARTICLE XX

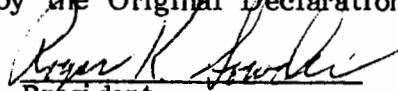
MISCELLANEOUS

1. If any term, covenant, provision or any portion 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 or affect or impair in any manner whatsoever any other portion of this instrument or exhibits.

2. 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 work used herein shall mean the plural, or vice versa.

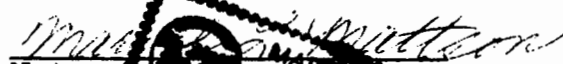
3. In the event of any conflict among the provisions of the Act, the Declaration, the By-Laws or any Rules and Regulations approved by the Association, the applicable Act shall control. As among the Declaration, By-Laws and Rules and Regulations, the Declaration shall control, and as between the By-Laws and the Rules and Regulations, the By-Laws shall control.


IN WITNESS WHEREOF, The undersigned, as President of Greensboro Condominium Owners Association, hereby certifies that the foregoing Declaration, including the By-Laws and all other exhibits, was duly approved by Owners and Mortgagees of Apartments to which are allocated in excess of 75% of the undivided interests in the Common Areas and Facilities, as required by the Original Declaration and the Act.


President

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged and sworn to before me this 14/16 day of March, 1984, by Roger K. Souda, the President of Greensboro Condominium Owners Association, a Minnesota non-profit corporation.


Notary



PAUL L. MATTSON
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My Commission Expires June 15, 1985

**AFFIDAVIT OF SECRETARY
GREENSBORO CONDOMINIUM OWNERS ASSOCIATION**

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The undersigned, Secretary of Greensboro Condominium Owners Association being first duly sworn, hereby certifies, pursuant to the applicable requirements of Minnesota Statutes Chapters 515 and 515A, and the Original Declaration, that this instrument has been duly approved by the Board of Directors of the Association, and by the Owners and Mortgagees of Apartments to which are allocated at least 75% of the undivided interests in the Common Areas and Facilities, in satisfaction of the requirements of the Original Declaration, effective as of the day and year first above set forth.

Alma C. Rott-Morgan
Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Subscribed and sworn to before me this 14th day of March, 1994, by Alma C. Rott-Morgan the Secretary of Greensboro Condominium Owners Association, a Minnesota non-profit corporation.

Marvel L. Mattson
Notary Public


This instrument was drafted by:

David B. Eide
FROMMELT, EIDE & REITE, LTD.
2200 First Bank Place West
Minneapolis, MN 55402
(612) 332-2200

7316, 7318, 7412, 7414

GEORGETOWN CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

Condominium Buildings

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO APARTMENT TOWN-HOUSE UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS FACILITIES PURTENANT ALL UNITS
1 (101)	7414 - 101	1st	North	739	4 and Locker	17,400	.4997703	.2316109
2 (102)	7414 - 102	1st	North	739	4 and Locker	17,400	.4997703	.2316109
3 (103)	7414 - 103	1st	North	930	5 and Garage	25,900	.7439108	.3447542
4 (104)	7414 - 104	1st - Walkout	West	993	5 and Garage	27,400	.7869945	.3647206
5 (105)	7414 - 105	1st - Walkout	South	750	4 and Locker	18,400	.5284927	.2449218
6 (106)	7414 - 106	1st - Walkout	South	750	4 and Garage	19,400	.5572151	.2582329
7 (107)	7414 - 107	1st - Walkout	South	750	4 and Locker	18,400	.5284927	.2449218
8 (108)	7414 - 108	1st - Walkout	South	750	4 and Garage	19,400	.5572151	.2582329
9 (109)	7414 - 109	1st - Walkout	South	750	4 and Locker	18,400	.5284927	.2449218
10 (110)	7414 - 110	1st - Walkout	South	940	5 and Garage	26,900	.7726333	.3580652
11 (111)	7414 - 111	1st - Walkout	East	993	5 and Garage	27,400	.7869945	.3647206
12 (112)	7414 - 112	1st	North	739	4 and Locker	17,400	.4997703	.2316109

EXHIBIT C TO
AMENDED AND RESTATE
DECLARATION

(BORO) CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>Apartment</u> Town-House UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
13 (114)	7414 - 114	1st	North	739	4 and Locker	17,400	.4997703	.2316109
14 (201)	7414 - 201	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
15 (202)	7414 - 202	2nd	North	750	4 and Garage	19,900	.5715762	.2648883
16 (203)	7414 - 203	2nd	North	940	5 and Garage	27,400	.7869945	.3647206
17 (204)	7414 - 204	2nd	West	993	5 and Garage	27,900	.8013556	.3713760
18 (205)	7414 - 205	2nd	South	750	4 and Locker	18,900	.5428539	.2515773
19 (206)	7414 - 206	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
20 (207)	7414 - 207	2nd	South	750	4 and Locker	18,900	.5428534	.2515773
21 (208)	7414 - 208	2nd	South	750	4 and Locker	18,900	.5428534	.2515773
22 (209)	7414 - 209	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
23 (210)	7414 - 210	2nd	South	940	5 and Garage	27,400	.7869945	.3647206
24 (211)	7414 - 211	2nd	East	992	5 and Garage	27,900	.8013556	.3713760

C SBORO CONDOMINIUMS
 EXHIBIT "B"
 LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO Apartment Town-House UNITS ONLY	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
25 (212)	7414 - 212	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
26 (214)	7414 - 214	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
27 (215)	7414 - 215	2nd	North	650	4 and Locker	15,900	.4566866	.2116445
28 (301)	7414 - 301	3rd	North	750	4 and Garage	19,900	.5715762	.2648883
29 (302)	7414 - 302	3rd	North	750	4 and Locker	18,900	.5428539	.2515773
30 (303)	7414 - 303	3rd	North	940	5 and Garage	27,400	.7869945	.3647206
31 (304)	7414 - 304	3rd	West	992	5 and Garage	27,400	.8013556	.3713760
32 (305)	7414 - 305	3rd	South	750	4 and Locker	18,900	.5428539	.2515773
33 (306)	7414 - 306	3rd	South	750	4 and Locker	18,900	.5428539	.2515773
34 (307)	7414 - 307	3rd	South	650	4 and Locker	15,900	.4566866	.2116445
35 (308)	7414 - 308	3rd	South	750	4 and Garage	19,900	.5715762	.2648883
36 (309)	7414 - 309	3rd	South	750	4 and Locker	18,900	.5428539	.2515773

WILMINGTON CONDOMINIUMS
 EXHIBIT "B"
 LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>Apartment</u> Town- House UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
42 (101)	7412 - 101	1st	South	739	4 and Locker	17,400	.4997703	.2316109
43 (102)	7412 - 102	1st	South	739	4 and Locker	17,400	.4997703	.2316109
44 (103)	7412 - 103	1st	South	930	5 and Garage	25,900	.7439108	.3447542
45 (104)	7412 - 104	1st	West	993	5 and Garage	27,400	.7869945	.3647206
46 (105)	7412 - 105	1st	North	750	4 and Locker	18,400	.5284927	.2449218
47 (106)	7412 - 106	1st	North	750	4 and Garage	19,400	.5572151	.2582329
48 (107)	7412 - 107	1st	North	750	4 and Locker	18,400	.5284927	.2449218
49 (108)	7412 - 108	1st	North	750	4 and Locker	18,400	.5284927	.2449218
50 (109)	7412 - 109	1st	North	750	4 and Garage	19,400	.5572151	.2582329
51 (110)	7412 - 110	1st	North	940	5 and Garage	26,900	.7726333	.3580652
52 (111)	7412 - 111	1st	East	993	5 and Garage	27,400	.7869945	.3647206
53 (112)	7412 - 112	1st	South	739	4 and Locker	17,400	.4997703	.2316109

SHORE CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>Apartment</u> Town- <u>House</u> UNITS ONLY	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
54 (114)	7412 - 114	1st	South	739	4 and Locker	17,400	.4997703	.2316109
55 (215)	7412 - 215	2nd	South	650	4 and Locker	15,900	.4566866	.2116445
56 (201)	7412 - 201	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
57 (202)	7412 - 202	2nd	South	750	4 and Locker	18,900	.5428539	.2515773
58 (203)	7412 - 203	2nd	South	940	5 and Garage	27,400	.7869945	.3647206
59 (204)	7412 - 204	2nd	West	993	5 and Garage	27,900	.8013556	.3713760
60 (205)	7412 - 205	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
61 (206)	7412 - 206	2nd	North	750	4 and Garage	19,900	.5715762	.2648883
62 (207)	7412 - 207	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
63 (208)	7412 - 208	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
64 (209)	7412 - 209	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
65 (210)	7412 - 210	2nd	North	940	5 and Garage	27,400	.7869945	.3647206

G
BORO CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>Apartment</u> Town-House UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
66 (211)	7412 - 211	2nd	East	993	5 and Garage	27,900	.8013556	.3713760
67 (212)	7412 - 212	2nd	South	750	4 and Locker	18,900	.5428539	.2515773
68 (214)	7412 - 214	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
69 (315)	7412 - 315	3rd	South	650	4 and Locker	15,900	.4566866	.2116445
70 (301)	7412 - 301	3rd	South	750	4 and Garage	19,900	.5715762	.2648883
71 (302)	7412 - 302	3rd	South	750	4 and Locker	18,900	.5428539	.2515773
72 (303)	7412 - 303	3rd	South	940	5 and Garage	27,400	.7869945	.3647206
73 (304)	7412 - 304	3rd	West	993	5 and Garage	27,900	.8013556	.3713760
74 (305)	7412 - 305	3rd	North	750	4 and Locker	18,900	.5428539	.2515773
75 (306)	7412 - 306	3rd	North	750	4 and Garage	19,900	.5715762	.2648883
76 (307)	7412 - 307	3rd	North	750	4 and Locker	18,900	.5428539	.2515773
77 (308)	7412 - 308	3rd	North	750	4 and Locker	18,900	.5428539	.2515773

GREENSBORO CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>Apartment</u> Town- <u>House</u> UNITS ONLY	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
83 (107)	7318 - 107	1st	South	750	4 and Locker	18,400	.5284927	.2449218
84 (108)	7318 - 108	1st	South	750	4 and Locker	18,400	.5284927	.2449218
85 (109)	7318 - 109	1st	South	750	4 and Garage #/AC	19,400	.5572151	.2582329
86 (110)	7318 - 110	1st	South	940	5 and Garage	26,900	.7726333	.3580652
87 (111)	7318 - 111	1st	West	993	5 and Garage	27,400	.7869945	.3647206
88 (112)	7318 - 112	1st	North	739	4 and Locker	17,400	.4997703	.2316109
89 (114)	7318 - 114	1st	North	739	4 and Locker	17,400	.4997703	.2316109
90 (101)	7318 - 101	1st	North	739	4 and Locker	17,400	.4997703	.2316109
91 (102)	7318 - 102	1st	North	739	4 and Locker	17,400	.4997703	.2316109
92 (103)	7318 - 103	1st	North	930	5 and Garage #/AC	25,900	.7439108	.3447542
93 (104)	7318 - 104	1st	East	993	5 and Garage	27,400	.7869945	.3647206
94 (105)	7318 - 105	1st	South	750	4 and Garage	19,400	.5572151	.2582329

GARDEN CITY CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO Apartment Town- House UNITS ONLY	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
95 (106)	7318 - 106	1st	South	750	4 and Locker	18,400	.5284927	.2449218
96 (207)	7318 - 207	2nd	South	750	4 and Locker	18,900	.5428539	.2515773
97 (208)	7318 - 208	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
98 (209)	7318 - 209	2nd	South	750	4 and Locker	18,900	.5428534	.2515773
99 (210)	7318 - 210	2nd	South	940	5 and Garage	27,400	.7869945	.3647206
100 (211)	7318 - 211	2nd	West	993	5 and Garage	27,900	.8013556	.3713760
101 (212)	7318 - 212	2nd	North	750	4 and Locker	18,900	.5428537	.2515773
102 (214)	7318 - 214	2nd	North	750	4 and Garage	19,900	.5715762	.2648883
103 (215)	7318 - 215	2nd	North	650	4 and Locker	15,900	.4566866	.2116445
104 (201)	7318 - 201	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
105 (202)	7318 - 202	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
106 (203)	7318 - 203	2nd	North	940	5 and Garage	27,400	.7869945	.3647206

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3000 CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO Apartment Town-House UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
107 (204)	7318 - 204	2nd	East	993	5 and Garage	27,900	.8013556	.3713760
108 (205)	7318 - 205	2nd	South	750	4 and Locker	18,900	.5428539	.2515773
109 (206)	7318 - 206	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
110 (307)	7318 - 307	3rd	South	750	4 and Locker	18,900	.5428539	.2515773
111 (308)	7318 - 308	3rd	South	750	4 and Garage	19,900	.5715767	.2648883
112 (309)	7318 - 309	3rd	South	750	4 and Locker	18,900	.5428539	.2515773
113 (310)	7318 - 310	3rd	South	940	5 and Garage	27,400	.7869945	.3647206
114 (311)	7318 - 311	3rd	West	993	5 and Garage	27,900	.8013556	.3713760
115 (312)	7318 - 312	3rd	North	750	4 and Locker	18,900	.5428539	.2515773
116 (314)	7318 - 314	3rd	North	750	4 and Garage	19,900	.5715767	.2648883
117 (315)	7318 - 315	3rd	North	650	4 and Locker	15,900	.4566866	.2116445
118 (301)	7318 - 301	3rd	North	750	4 and Locker	18,900	.5428537	.2515773

BORO CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO Apartment Town-House UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
124 (101)	7316 - 101	1st	South	739	4 and Locker	17,400	.4997703	.2316109
125 (114)	7316 - 114	1st	South	739	4 and Locker	17,400	.4997703	.2316109
126 (112)	7316 - 112	1st	South	739	4 and Locker	17,400	.4997703	.2316109
127 (111)	7316 - 111	1st	West	993	5 and Garage	27,400	.7869945	.3647206
128 (110)	7316 - 110	1st	North	940	5 and Garage	26,900	.7726333	.3580652
129 (109)	7316 - 109	1st	North	750	4 and Garage	19,400	.5572151	.2582329
130 (108)	7316 - 108	1st	North	750	4 and Locker	18,400	.5284927	.2449218
131 (107)	7316 - 107	1st	North	750	4 and Locker	18,400	.5284927	.2449218
132 (106)	7316 - 106	1st	North	750	4 and Garage	19,400	.5572151	.2582329
133 (105)	7316 - 105	1st	North	750	4 and Locker	18,400	.5284927	.2449218
134 (104)	7316 - 104	1st	East	993	5 and Garage	27,400	.7869945	.3647206
135 (103)	7316 - 103	1st	South	930	5 and Garage	25,900	.7439108	.3447542

BORO CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>Apartment</u> <u>Town-House</u> UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
136 (102)	7316 - 102	1st	South	739	4 and Locker	17,400	.4997703	.2316109
137 (201)	7316 - 201	2nd	South	750	4 and Locker	18,900	.5428539	.2515773
138 (215)	7316 - 215	2nd	South	650	4 and Locker	15,900	.4566866	.2116445
139 (214)	7316 - 214	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
140 (212)	7316 - 212	2nd	South	750	4 and Locker	18,900	.5428539	.2515773
141 (211)	7316 - 211 ←	2nd	West	993	5 and Garage	27,900	.8013556	.3713760
142 (210)	7316 - 210	2nd	North	940	5 and Garage	27,400	.7869945	.3647206
143 (209)	7316 - 209	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
144 (208)	7316 - 208	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
145 (207)	7316 - 207	2nd	North	750	4 and Garage	19,900	.5715762	.2648883
146 (206)	7316 - 206	2nd	North	750	4 and Locker	18,900	.5428539	.2515773
147 (205)	⁷³¹⁶ 147 - 205	2nd	North	750	4 and Locker	18,900	.5428539	.2515773

C
 GARDEN CITY CONDOMINIUMS
 EXHIBIT "B"
 LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>Apartment</u> Town= <u>House</u> UNITS ONLY	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
148 (204)	7316 - 204	2nd	East	993	5 and Garage	27,900	.8013556	.3713760
149 (203)	7316 - 203	2nd	South	940	5 and Garage	27,400	.7869945	.3647206
150 (202)	7316 - 202	2nd	South	750	4 and Garage	19,900	.5715762	.2648883
151 (301)	7316 - 301	3rd	South	750	4 and Locker	18,900	.5428539	.2515773
152 (315)	7316 - 315	3rd	South	750	4 and Locker	15,900	.4566866	.2116445
153 (314)	7316 - 314	3rd	South	750	4 and Garage	19,900	.5715762	.2648883
154 (312)	7316 - 312	3rd	South	750	4 and Locker	18,900	.5428539	.2515773
155 (311)	7316 - 311	3rd	West	993	5 and Garage	27,900	.8013556	.3713760
156 (310)	7316 - 310	3rd	North	940	5 and Garage	27,400	.7869945	.3647206
157 (309)	7316 - 309	3rd	North	750	4 and Locker	18,900	.54278539	.2515773
158 (308)	7316 - 308	3rd	North	750	4 and Locker	18,900	.54278539	.2515773
159 (307)	7316 - 307	3rd	North	750	4 and Garage	19,900	.5715762	.2648883

LABORO CONDOPINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>2-Bedroom Town-House</u> UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
175 (7413)	7413	2-Bedroom Townhouse	North-South	1390 (End)	5 and Fireplace	39,000	2.6989619	.5191281
176 (7409)	7409	2-Bedroom Townhouse	North-South	1390	5 and Fireplace	38,500	2.6643598	.5124724
177 (7405)	7405	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
178 (7401)	7401	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
179 (7361)	7361	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
180 (7357)	7357	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
181 (7353)	7353	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
182 (7349)	7349	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
183 (7345)	7345	2-Bedroom Townhouse	North-South	1390	5 and Fireplace	38,500	2.6643598	.5124724
184 (7341)	7341	2-Bedroom Townhouse	North-South	1390 (End)	5 and Fireplace	39,000	2.6989619	.5191281

.SBORO CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO 2-Bedroom Town-House UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
185 (7337)	7337	2-Bedroom Townhouse	North-South	1390 (End)	5 and Fireplace	39,000	2.6989619	.5191281
186 (7333)	7333	2-Bedroom Townhouse	North-South	1390	5 and Fireplace	38,500	2.6643598	.5124724
187 (7329)	7329	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
188 (7325)	7325	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
189 (7321)	7321	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
190 (7317)	7317	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
191 (7313)	7313	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
192 (7309)	7309	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
193 (7305)	7305	2-Bedroom Townhouse	North-South	1390	5 and Fireplace	38,500	2.6643598	.5124724
194 (7301)	7301	2-Bedroom Townhouse	North-South	1390 (End)	5 and Fireplace	39,000	2.6989619	.5191281

⊛ Note Apartment numbers 195 - 202 are 3-Bedroom Townhouses and are in the 3-Bedroom Townhouse Group

ENSBORO CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMNER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTE- NANT TO <u>2- Bedroom</u> <u>Town-</u> <u>House</u> UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS FACILITIES APPURTENANT ALL UNITS
227 (7235)	7235	2-Bedroom Townhouse	North-South (End)	1390	5 and Fireplace	39,000	2.6989619	.5191281
228 (7231)	7231	2-Bedroom Townhouse	North-South	1390	5 and Fireplace	38,500	2.6643598	.5124724
229 (7227)	7227	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
230 (7223)	7223	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
231 (7219)	7219	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
232 (7215)	7215	2-Bedroom Townhouse	North-South	1390	5	37,500	2.5951558	.4991614
233 (7211)	7211	2-Bedroom Townhouse	North-South	1390	5 and Fireplace	38,500	2.6643598	.5124724
234 (7207)	7207	2-Bedroom Townhouse	North-South (End)	1390	5 and Fireplace	39,000	2.6989619	.5191281

MORO COMMONWEALTHS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>3-Bedroom Town-House</u> UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
203 (7451)	7451	3-Bedroom Townhouse	North-South (End)	1540 and Balcony	6 and Fireplace	45,500	1.7594744	.6056493
204 (7447)	7447	3-Bedroom Townhouse	North-South	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
205 (7439)	7439	3-Bedroom Townhouse	North-South	1540	6	43,500	1.6821345	.5790273
206 (7435)	7435	3-Bedroom Townhouse	North-South	1540	6 and Fireplace	44,500	1.7208043	.5923383
207 (7431)	7431	3-Bedroom Townhouse	North-South	1540	6 and Fireplace	44,500	1.7208043	.5923383
208 (7427)	7427	3-Bedroom Townhouse	North-South	1540	6	43,500	1.6821345	.5790273
209 (7423)	7423	3-Bedroom Townhouse	North-South	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
210 (7419)	7419	3-Bedroom Townhouse	North-South (End)	1540 and Balcony	6 and Fireplace	45,500	1.7594744	.6056593

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 EXHIBIT "B"
 LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>3-Bedroom Town-House</u> UNITS ONLY	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO ALL UNITS
211 (7411)	7411	3-Bedroom Townhouse	North-South (End)	1540 and Balcony	6 and Fireplace	45,500	1.7594744	.6056493
212 (7407)	7407	3-Bedroom Townhouse	North-South	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
215 (7403)	7403	3-Bedroom Townhouse	North-South	1540	6	43,500	1.6821345	.5790273
214 (7351)	7351	3-Bedroom Townhouse	North-South	1540	6 and Fireplace	44,500	1.7208043	.5923383
215 (7347)	7347	3-Bedroom Townhouse	North-South	1540	6 and Fireplace	44,500	1.7208043	.5923383
216 (7343)	7343	3-Bedroom Townhouse	North-South	1540	6	43,500	1.6821345	.5790273
217 (7339)	7339	3-Bedroom Townhouse	North-South	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
218 (7335)	7335	3-Bedroom Townhouse	North-South (End)	1540 and Balcony	6 and Fireplace	45,500	1.754744	.6056493

MILLSBORO CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>3-Bedroom Town-House</u> UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS FACILITIES PURTENANT ALL UNITS
219 (7331)	7331	3-Bedroom Townhouse	North-South (End)	1540 and Balcony	6 and Fireplace	45,500	1.7594744	.6056493
220 (7327)	7327	3-Bedroom Townhouse	North-South	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
221 (7323)	7323	3-Bedroom Townhouse	North-South	1540	6	43,500	1.6821345	.5790273
222 (7319)	7319	3-Bedroom Townhouse	North-South	1540	6 and Fireplace	44,500	1.7208043	.5923383
223 (7315)	7315	3-Bedroom Townhouse	North-South	1540	6 and Fireplace	44,500	1.7208043	.5923383
224 (7311)	7311	3-Bedroom Townhouse	North-South	1540	6	43,500	1.6821345	.5790273
225 (7307)	7307	3-Bedroom Townhouse	North-South	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
226 (7303)	7303	3-Bedroom Townhouse	North-South (End)	1540 and Balcony	6 and Fireplace	45,500	1.7594744	.6056493

⊛ Note 227 - 234 apartment numbers are in the 2-Bedroom Townhouse Group.

SUBORD CONDOMINIUMS
EXHIBIT "B"
LIST OF APARTMENT UNITS

APARTMENT NUMBER	STREET AND UNIT MAILING ADDRESS	FLOOR	MAIN ORIENTATION	APPROXIMATE AREA (SQ. FT.)	NUMBER OF ROOMS	VALUE	PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPURTENANT TO <u>3-Bedroom Town-House</u> UNITS ONLY	PERCENTAGE UNDIVIDED INTEREST IN COMMON AREAS FACILITIES APPURTENANT ALL UNITS
245 (2024)	2024	3-Bedroom Townhouse	East-West (End)	1540	6 and Fireplace	45,000	1.7401392	.5989936
246 (2026)	2026	3-Bedroom Townhouse	East-West	1540	6	43,500	1.6821345	.5790273
247 (2028)	2028	3-Bedroom Townhouse	East-West	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
248 (2030)	2030	3-Bedroom Townhouse	East-West	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
249 (2032)	2032	3-Bedroom Townhouse	East-West	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
250 (2034)	2034	3-Bedroom Townhouse	East-West	1540 and Balcony	6 and Fireplace	45,000	1.7401392	.5989936
251 (2036)	2036	3-Bedroom Townhouse	East-West	1540	6	43,500	1.6821345	.5790273
252 (2038)	2038	3-Bedroom Townhouse	East-West (End)	1540	6 and Fireplace	45,000	1.7401392	.5989936

