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DECLARATION

CONDOMINIUM NUMBER 203

CITY WALK, A CONDOMINIUM

THIS DECLARATION, Made the 22nd day of March, 1983, by TED GLASRUDD ASSOCIATES, INC., a Minnesota corporation (hereinafter referred to as "Declarant") pursuant to the Uniform Condominium Act, Minnesota Statutes Sections 515A.1-101 to 515A.4-117 (hereinafter the "Act") and laws amendatory thereof and supplemental thereto.

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain real estate in the City of Saint Paul, County of Ramsey, State of Minnesota, legally described as follows, to-wit:

Parcel 1.

All that part of the following described property which lies above the elevation 138.75 feet:

All of Lot 1 excepting the Easterly 51 feet thereof; That part of Lot 2 lying Easterly of the Westerly line of Lot 6 prolonged to the Northerly line of said Lot 2; All of Lots 6 and 7 except the Southerly 26 feet thereof; all in Block 13, Roberts & Randall's Addition to St. Paul.

Parcel 2.

All that part of the following described property:

The Northwesterly 58.67 feet of the Southeasterly 129.84 feet of Lot 6, Block 13, Roberts & Randall's Addition to St. Paul,

which lies below the elevation of 138.75 feet, and above a plane sloping uniformly upwards from elevation 133.37 feet at the Southeasterly line of the above described parcel to elevation 137.66 feet at the Northwesterly line of the above described parcel.

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Parcel 3.

All that part of the following described property in Block 13, Roberts & Randall's Addition to St. Paul which lies between the elevations of 133.37 feet and 138.75 feet:

The Northwesterly 27.34 feet of the Southeasterly 71.17 feet of Lot 6;

That part of Lot 1 lying Easterly of the following described line:

Commencing at a point on the Northwesterly line of said Lot 1, a distance of 74.17 feet Southwesterly from the most Northerly corner of said Lot 1; thence Southeasterly to a point on the Southeasterly line of said Lot 1, distant 14.45 feet Northeasterly from the most Southerly corner of said Lot 1. Except the Easterly 51 feet of said Lot 1.

That part of Lot 7 described as follows:

Commencing at the most Northerly corner of Lot 1, Block 13 of said Addition; thence Southwesterly along the Northwesterly line of said Lot 1, a distance of 74.17 feet; thence Southeasterly to a point on the Southeasterly line of said Lot 1 (which is also the Northwesterly line of Lot 7) distant 14.45 feet Northeasterly of the most Southerly corner of said Lot 1, said point being the point of beginning of said tract; thence continuing Southeasterly along said line, a distance of 16.62 feet to a point; thence Northeasterly to a point on the Northeasterly line of said Lot 7 distant 14.70 feet Southeasterly from the most Northerly corner of said Lot 7; thence Northwesterly along said Northeasterly line of Lot 7 to the most Northerly corner of said Lot 7; thence Southwesterly along the Northwesterly line of said Lot 7 to the point of beginning.

Parcel 4.

That part of the Easterly 51 feet of Lot 1, Block 13, lying above elevation 133.37 feet;

That part of Lot 8, Block 13, lying Northwesterly of a line parallel to and 47.17 feet Southeasterly from the Northwesterly line of said Block 13 and between elevations 133.37 feet and 138.75 feet;

That part of Lot 8, Block 13, lying Northwesterly of the Southeasterly 71.17 feet of said Lot 8 and Southeasterly of a line parallel to and 47.17 feet Southeasterly from the Northwesterly line of said Block 13, and which lies below elevation 138.75 feet and above a plane sloping uniformly upwards from elevation 133.37 at the most Northerly corner of said part of Lot 8 to elevation 138.75 feet at the Southeasterly line of said part of Lot 8;

That part of Lot 9, Block 13, lying Northwesterly of the Southeasterly 26 feet of said Lot 8 and above elevation 138.75 feet;

all in Roberts and Randalls Addition to Saint Paul.

All elevations herein refer to City of St. Paul Datum. Elevation 0.0 feet City of St. Paul Datum equals elevation 694.10 feet mean sea level datum as established by United States Coast and Geodetic Surveys, North American Datum, 1929.

Together with all appurtenant easements and rights now or hereafter of record benefitting all or any portion thereof,

(hereinafter the "Property") within which there exists a multi-unit building containing 231 residential units and 212 garage units and which Property Declarant intends hereby to submit to the Act and establish as a condominium.

NOW THEREFORE, Declarant hereby declares as follows:

I. DEFINITIONS. In addition to the words and phrases defined above, or which are otherwise defined below, the words and phrases defined in the Act shall have the meanings ascribed to them in the Act when used herein, unless the context clearly indicates otherwise; notwithstanding the foregoing, for the purposes of this Declaration "unit owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit, including the vendee under a recorded contract for deed. Also, "record" or a

derivative thereof, in the case of registered land means "file" or the corresponding derivative thereof.

II. SUBMISSION; ACT REQUIREMENTS. Declarant hereby submits the Property to the provisions of the Act, and states the following in fulfillment of the requirements of Section 515A.2-105 of the Act:

A. The Property shall be hereafter known as "Condominium Number 203, City Walk, a condominium."

B. The condominium is situated in Ramsey County.

C. The legal description of the real estate included in the condominium is the Property as set forth in the recital of this Declaration.

D. There are two types of units in the condominium: (1) 231 residential and (2) 212 garage. Those units listed on Exhibit A annexed hereto and shown on the Floor Plans (hereinafter described) with the prefix "R" are residential units, and those units listed on Exhibit A annexed hereto and shown on said Floor Plans with the prefix "G" are garage units. The description or delineation of the boundaries of residential units are the walls, floors and ceilings as shown on said Floor Plans. Where there is an opening in a wall for a door, window or other aperture, then the boundary of a unit is an imaginary plane consisting of the extension of the wall across any such aperture of the wall, and if the entire partition consists of a door or window, then such boundary is the inner surface of the door or glass in the window. The

boundaries of garage units are as follows: the lower horizontal boundary of garage units is the upper surface of the material from which the parking areas are constructed, and does not include any of such material or paint or other surfacing material thereon. The upper horizontal boundary is a plane distant 6.5 feet above the lower horizontal boundary. The vertical boundaries are any walls, and if there are no walls, planes rising vertically at right angles from the boundary line as shown on the Floor Plans.

E. The Floor Plans for the condominium, certified to by James E. Stageberg, Registered Architect, and Donald W. Schmidt, Registered Land Surveyor, are annexed hereto.

F. The fraction of undivided interest in the common elements, the votes in the Association, and the fraction of liability for common expenses of the Association is as set forth in Exhibit A annexed hereto for each unit, which items are allocated according to the proportion of area of each unit to the area of all units. Notwithstanding the foregoing and Exhibit A, pursuant to Section 515A.3-114(d) of the Act, the Association may assess any common expense benefitting less than all of the units against the units benefitted.

G. Units owned by Declarant may be subdivided or converted by Declarant into two or more units, limited common elements, common elements or a combination of units, limited common elements and common elements pursuant to Section 515A.2-115 of the Act. The maximum number of units which may

be created by the subdivision or conversion of units owned by Declarant shall be as follows: (1) 300 residential units, and (2) 222 garage units.

H. Each residential unit shall have as limited common elements those limited common elements designated and allocated to units by operation of Section 515A.2-102(2) and (4) of the Act. Notwithstanding anything in the Act or this Declaration to the contrary, the fan coil and heating equipment apparatus (exclusive of ductwork) serving a residential unit and that part of the distribution plumbing attached to the riser serving said unit, whether located within or outside the boundaries of the unit, shall be a limited common element allocated exclusively to that unit.

I. Any restrictions on use, occupancy, and alienation of the units are as more specifically set forth in Section III hereof.

J. The condominium has not been created in violation of any zoning, subdivision, building code, or other real estate use law, ordinance, charter provision, or regulation. Any conditions of any such law, ordinance, charter provision or regulation have been complied with in the creation of the condominium. The condominium is not a conversion condominium as that term is defined in the Act.

III. RESTRICTIONS. Ownership of each unit and the appurtenant undivided interest in the common elements shall be subject to the following restrictions which shall constitute

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covenants running with the land and binding upon Declarant and each unit owner and their grantees, successors, heirs, representatives, and assigns:

A. Residential units shall be used and occupied solely as a place of private residence of each unit owner, members of the household of unit owners, household employees, guests and tenants, and uses incidental thereto, and shall not be used for commercial, office, professional, hotel, or other non-residential uses. Unless the Association otherwise provides in its Rules and Regulations, the following are limitations on the number of persons in occupancy of residential units:

1) No more than three persons shall be in occupancy of a one bedroom unit; no more than four persons shall be in occupancy of a two bedroom unit; and no more than five persons shall be in occupancy of a three bedroom unit. "In occupancy" means occupancy as a principal living place during 30 days in any calendar year.

2) At no time shall: more than four persons be present in a one bedroom unit overnight, more than six persons be present in a two bedroom unit overnight, and more than seven persons be present in a three bedroom unit overnight, without the prior consent of the Association.

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B. Garage units shall be used solely for the parking and storage of motor vehicles and bicycles of unit owners, members of the household of unit owners, household employees, guests and tenants, and such other uses as may be designated in the Rules and Regulations of the Association. Garage units may be owned only by a unit owner of a residential unit. Garage units may be leased only to an owner or a tenant of a residential unit.

C. Common elements shall be used solely for the furnishing of services, facilities, and conveniences for which they are reasonably suited and which are incidental to the use and occupancy of the units as residences and garages.

D. Nuisances shall not be permitted to exist on the Property, and no uses or practices shall be allowed on the Property or any part thereof which interferes with the quiet and peaceful possession and proper use of the Property by its residents, which unreasonably increases the normal use of the common elements, which unreasonably increases the common expenses, or which would result in the cancellation of insurance with respect to the condominium or would increase the cost of such insurance.

E. All valid governmental laws, ordinances and regulations applicable to the Property shall be observed at all times.

F. No structural improvements or alterations shall be made to a unit without the prior approval of the Board of

Directors of the Association, and no structural improvements or alterations shall be made which would or might jeopardize or impair the structural soundness, safety, support, mechanical systems, or the appearance of the building in which the condominium is situated, or which are otherwise prohibited by this Declaration, the Act, the Association Bylaws, Rules or Regulations, or by any applicable governmental law, ordinance or regulation. The Board's consent shall be requested by a written application submitted by the unit owner. With such application the unit owner shall furnish adequate plans and specifications to describe the nature of the proposed changes and alterations. Unless the Board of Directors gives the unit owner notice denying or limiting its consent within thirty (30) days after delivery of the application, the consent shall be deemed granted, except that in no event shall such consent be deemed to have been granted for improvements or alterations which would or might jeopardize or impair the structural soundness, safety, support, mechanical systems, or the appearance of the building in which the condominium is situated. The Board of Directors shall require that a unit owner intending to make alterations to a unit or to the common elements which have been first approved by the Board, furnish the Association with adequate assurances that the unit owner will indemnify and hold harmless the Association and other unit owners from mechanic's liens or other claims arising from such

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alterations or modifications. The Board may also require that a unit owner provide a deposit or other assurance that any removed or altered common element will be repaired and restored as required by the Board.

G. The common elements shall not be altered, improved, nor any part thereof be removed except upon the express written authority of the Board of Directors of the Association, and in no event in contravention of this Declaration, the Act, the Association Bylaws, Rules or Regulations or any applicable governmental law, ordinance or regulation.

H. Except as otherwise provided in Section II G of this Declaration, units shall not be subdivided into two or more units pursuant to Section 515A.2-115 of the Act. However, the boundaries between adjoining units may be relocated in accordance with Section 515A.2-114 of the Act, with the following limitations:

- 1) No unit may be modified by relocation of the boundaries to the extent that it no longer remains practicably usable for the purpose specified in this Declaration.

- 2) Each unit resulting from relocation of boundaries shall be at least 450 square feet in area and shall have at least one living room and one bedroom or one combined living room/bedroom, one kitchen, one

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bathroom, one exterior window, and direct, exclusive access to a common element corridor adjacent to the unit.

Notwithstanding anything herein or in Section 515A.2-114 of the Act to the contrary, the consent of the Association shall not be required for the relocation by Declarant of the boundaries of adjoining units owned by Declarant.

I. There shall not be hung or posted any advertisements, posters, or signs of any kind in or on the common elements, except as authorized by the Board of Directors or the Association, nor shall signs, billboards, notices or other advertising matter of any kind be placed on the exterior of any unit or the building or in the interior of any unit so as to be visible from the exterior of the unit.

J. No laundry, clothes, rugs, or the like shall be hung on or dusted from windows, balconies, patios or building facades. Balconies and patios shall be kept free and clear of rubbish, debris and other unsightly objects and materials.

K. There shall not be installed any wiring for an electrical installation, television or radio antenna, or the like on the exterior of a unit or the building or protruding through the walls or the roof of the building, except as may be authorized by the Board of Directors of the Association.

L. Awnings, shades or other coverings shall not be erected over and outside of the windows of units, nor shall any articles or structures be hung or placed on any outside

window sills of a unit except as may be authorized by the Board of Directors of the Association.

M. Use of any recreational facilities shall be in strict accordance with the Association Rules and Regulations, as determined from time to time by the Board of Directors and posted in those areas.

N. The sidewalks, walkways, halls, passages and drive-ways shall not be obstructed or used for any other purpose than ingress to and egress from the units and from and within the common elements.

O. Laundry and storage areas shall be used solely for the purposes intended and shall not be littered, defaced, obstructed, or misused in any manner.

P. Subject to the provisions of subparagraphs B and Q of this Section III, units may be leased to other persons by unit owners, but only for terms of not less than sixty days and not more than one year; leases must be of the entire unit; all leases shall be in writing and shall expressly provide that they are subject in all respect to all of the provisions of this Declaration, the Act, and the Bylaws and Rules and Regulations of the Association, and that any failure of the tenant to comply with any such provisions shall be a default under the lease and shall be authority for the Association to declare the lease terminated; copies of all leases shall be delivered to the Association prior to the commencement of any lease term.

9. After the first conveyance of a unit, an owner shall not sell or lease the unit unless and until such owner has complied with the following provisions:

1) Any unit owner who receives a bona fide offer for the sale of such unit, or a bona fide offer for a lease of such unit (an "Outside Offer"), which such owner intends to accept, shall give to the Board of Directors of the Association notice of the Outside Offer and of such intention, stating the name and address of the proposed purchaser or tenant, attaching a true and correct copy of the Outside Offer, and furnishing such other information as the Board of Directors may reasonably require; such notice shall constitute an offer by the owner to sell such unit, or to lease such unit, to the Association (or its designee, corporate or otherwise) on behalf of all other unit owners, on the same terms and conditions as contained in the Outside Offer. The giving of such notice shall be deemed a representation and warranty by the owner that the Outside Offer is bona fide in all respects. Within fifteen days after receipt of such notice and other requested information, the Board of Directors shall either (a) approve the transaction in writing, or (b) furnish an alternate purchaser or tenant, acceptable to the Board of Directors, who will enter into the

transaction on terms as favorable to the owner as the Outside Offer, except that the alternate purchaser or tenant shall have up to thirty days (in the case of a lease) or ninety days (in the case of a purchase) after delivery of the notice by the owner within which to close the transaction, or (c) the Board of Directors may elect, by notice to such owner, to purchase such unit, or to lease such unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all other owners, and, except as stated below, on the same terms and conditions as contained in the Outside Offer. If the Board of Directors shall elect to purchase such unit, or to lease such unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, the closing of such sale or lease shall be held at the Association office within thirty days (in the case of a lease) or ninety days (in the case of a sale) after the giving of notice by the Board of Directors at its election to accept such offer. At the closing, the selling owner, in case of a sale, shall, together with spouse, if any, convey such unit by a deed in recordable form and in the form required by the Act, with the necessary state deed tax stamps affixed thereto. If such unit is to be leased, the owner shall execute and deliver a lease on the terms and conditions contained in

such Outside Offer, except that there shall be no restrictions upon assignment or subletting by the tenant;

2) If the Board of Directors shall fail to furnish an alternate or to elect to accept such offer within fifteen days as aforesaid, the offering owner shall be free to sell such unit or to lease such unit, as the case may be, within ninety days after the expiration of said fifteen-day period to the Outside Offeror and upon the terms and conditions set forth in the Outside Offer. Any such deed or lease to an Outside Offeror shall be consistent with the Act, this Declaration, the Bylaws and the Rules and Regulations in effect at that time. Any such lease shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board of Directors, that the tenant shall not sublet the unit without the prior consent in writing of the Board of Directors, and that in the event of default by the tenant in the performance of such lease or failure to comply with this Declaration, the Bylaws or the Rules and Regulations, the Board of Directors shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder;

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3) If the owner shall not, within said ninety-day period, consummate the sale or lease of such unit to the Outside Offeror upon the terms and conditions contained in the Outside Offer, then should the owner thereafter elect to sell or to lease such unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the owner shall be required once again to comply with all the terms and provisions of this subparagraph Q;

4) The Board of Directors shall not exercise any option hereinabove set forth to purchase or lease any unit without the prior approval of owners or units to which at least 51% of the votes in the Association are allocated, at a regular or special meeting of the Association duly called for that purpose;

5) With respect to any single proposed sale or lease of a unit, the right of first refusal contained in this subparagraph Q may be released or waived by the Board of Directors from time to time without the necessity of approval of the owners of other units. A certificate, executed and acknowledged by the President or Secretary of the Association, stating that with respect to a proposed sale or lease the provisions of this subparagraph Q have been met by an owner, or have been duly waived and released by the Board of Directors, and that any other right of first refusal of the

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Association has terminated, shall be conclusive upon the Board of Directors and the Association and all other owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished upon request to any owner who has in fact complied with the provisions of this subparagraph Q or in respect to whom such provisions have been waived;

6) Purchase or lease of units by the Association, or its designee, on behalf of all owners, may be made from the working capital and common profits in the hands of the Board of Directors, or, if such funds are insufficient, the Board of Directors may levy a special assessment against each other owner in proportion to the respective undivided interests in the common elements, as a common expense, which assessment shall be enforceable in the same manner as assessments for other common expenses; or the Board of Directors, in its discretion, may borrow money to finance the purchase of such unit, provided, however, that no such financing shall be secured by an encumbrance or mortgage of any property other than the unit so to be purchased by the Association;

7) The provisions of this subparagraph Q shall not apply with respect to any lease, sale or conveyance by an owner of such unit to the owner's spouse or to any of the owner's children or parents or brothers or sisters,

or any one or more of them, and shall not apply to a unit owned by the Declarant. Furthermore the provisions of this subparagraph Q shall not apply to the acquisition, lease or sale of a unit by a mortgagee who shall have acquired title to such unit by foreclosure or by deed from a unit owner; however, the provisions of this subparagraph Q shall apply with respect to the sale or lease of any unit by a person who has acquired such unit from such mortgagee. Any owner may convey or transfer a unit by gift, may devise a unit by will, or may pass a unit by intestacy, without the requirement of compliance with the provisions of this subparagraph Q. Notwithstanding any provision of this subparagraph Q to the contrary, the leasing of any garage unit by an owner shall be subject to the restrictions of subparagraph B of this Section III.

R. Pets shall be permitted only upon the prior written approval by the Board of Directors of the Association with respect to each unit and each pet, and then only upon such conditions as the Board of Directors may establish in each instance and from time to time.

S. Additional and supplementary rules and regulations concerning the use of the units and the common elements and reasonably relating to the common use and enjoyment thereof by all unit owners may be promulgated and amended from time to time by the Board of Directors of the Association,

provided such rules and regulations shall not contravene provisions of the Act, this Declaration or the Bylaws. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner and tenant not less than ten days prior to the time when the same shall become effective, provided that emergency or security rules and regulations may take effect immediately upon approval of the Board of Directors of the Association.

T. No unit owner shall be exempt from liability for contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements, or by the abandonment of the unit.

U. No covenants or restrictions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

V. Failure of a unit owner to comply with this Declaration, the Act, or the Bylaws and Rules and Regulations of the Association shall be grounds for an action to recover sums due for damages or for injunctive relief, or both, which may be brought by the Association or any aggrieved unit owner against a unit owner, or by any aggrieved unit owner against the Association.

IV. SPECIAL DECLARANT RIGHTS. In addition to the reservation of any other special rights by Declarant as provided in this Declaration, Declarant reserves the following special rights:

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A. Declarant may elect the members of the Board of Directors of the Association from the date of incorporation of the Association until the earliest of the following events:

1) The passage of three (3) years from the date of the first conveyance of a unit to a unit owner other than Declarant; or

2) The passage of sixty (60) days after conveyance of 75% of the units to unit owners other than Declarant; or

3) Recording of written surrender of control of the Association by Declarant.

Upon the happening of the earliest of said events, all Directors elected by Declarant shall resign from the Board of Directors. Notwithstanding the foregoing, however, not later than sixty (60) days after conveyance of 50% of the units to unit owners other than Declarant, one-third of all of the members of the Board of Directors shall be elected by unit owners other than Declarant.

B. Declarant may maintain sales offices, models and management offices in the condominium and may maintain signs advertising units in the condominium until all units therein have been sold; any unit or units owned by Declarant may be used for such purposes from time to time.

C. Declarant reserves an easement throughout the common elements and units for the purposes of pedestrian and

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vehicular egress and ingress and for the storage of equipment and materials for completion of such construction work as is necessary to complete the sales of units, which easement shall terminate upon the sale of the last unit in the condominium and the completion of all construction work thereto; provided, however, Declarant shall be permitted a similar temporary easement as necessary for the performance of any work required by any warranty binding upon Declarant.

V. ASSOCIATION. In accordance with the Act, Declarant has formed a non-profit corporation pursuant to Chapter 317 of Minnesota Statutes, for the purpose of and which is hereby constituted as the Association of unit owners, to be known as "City Walk Condominium Association" (herein the "Association") which shall act in accordance with said Chapter 317, the Act, its Articles, this Declaration, and the Bylaws of the Association, which Bylaws are annexed hereto as Exhibit B. A unit owner upon acquiring such interest in a unit shall automatically be a member of the Association and shall remain a member thereof until such time as such interest in a unit ceases for any reason, at which time such membership in the Association shall automatically cease. When more than one person holds an ownership interest in a unit, all persons shall be members of the Association. In connection with the construction and operation of the condominium, Declarant has entered into various easements, contracts and agreements, which include the Vertical Easement Agreement and the Skyway Agreement referred to in Section VI hereof, as well as a Skyway Maintenance Agreement dated May 25, 1982 by and among Declarant

and Oxford Development Minnesota, Inc. (herein "Oxford"), Supplemental Security Agreement dated May 25, 1982 by and among Declarant, Oxford and Allied Central Stores, Inc., and Antenna License Agreement dated as of December 1, 1982 by and among Declarant and Minnesota Public Radio, Inc. (herein said agreements are collectively referred to as the "Agreements"). The Agreements impose certain duties and obligations upon Declarant as the owner of the Property and the condominium, and similarly, the Agreements create rights and powers in favor of Declarant, the Property and the condominium which are beneficial and essential to the orderly and efficient operation, maintenance, use and control of the condominium. The duties, obligations, rights and powers of Declarant created in the Agreements touch and concern the Property and the condominium and shall run with and bind the Property and the condominium. All unit owners shall be bound to the terms and conditions of the Agreements, and by the acceptance of a conveyance of a unit from Declarant each unit owner agrees to be bound by and comply with the terms and conditions of the Agreements. Simultaneously with the execution hereof, Declarant shall assign unto the Association, for the benefit of all unit owners, all rights and powers conferred upon Declarant, the Property and the condominium in the Agreements. The Association shall simultaneously assume all obligations and duties of Declarant as set forth in the Agreements, and thereafter Declarant shall have no rights or obligations thereunder except as a unit owner and member of the Association. After such assignment and assumption, the Association shall cause to be performed all the

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duties and obligations of Declarant as set forth in the Agreements, except as otherwise specifically provided in such assignment and assumption. All unit owners shall also be bound to the terms and conditions of that certain Hot Water Delivery Agreement dated as of March 22, 1983 by and among the Association and District Heating Development Company and the Deed of Conveyance of Land for Redevelopment referred to in Section VI hereof, and by the acceptance of a conveyance of a unit from Declarant each unit owner agrees to be bound by and comply with the terms and conditions of said Hot Water Delivery Agreement and Deed of Conveyance of Land for Redevelopment.

VI. EASEMENTS. The property is benefited as well as burdened by certain easements, rights and covenants contained in the following recorded instruments relating to certain real estate in the block bounded by Minnesota Street, Ninth Street, Cedar Street, and Eighth Street:

(i) Vertical Easement Agreement recorded as Document No. 705793, files of the Registrar of Titles, as amended by the instrument recorded as Document No. 725688, files of the Registrar of Titles;

(ii) Skyway Agreement recorded as Document No. 733132, files of the Registrar of Titles; and

(iii) Deed of Conveyance of Land for Redevelopment recorded as Document No. 725693, files of the Registrar of Titles.

In addition to the foregoing easements, and the easements reserved to Declarant in Section IV hereof, the Property shall have the following easements:

A. The units shall be subject to and shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes as ingress to, egress from, utility services for, and support, maintenance, and repair of such units, and easements in all other common elements for use according to their respective purposes.

B. If any portion of the common elements encroaches (whether as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the condominium) upon a unit or units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a unit encroaches (whether as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the condominium) upon the common elements, or upon an adjoining unit or units, a valid easement for the encroachment and for the maintenance of same, so long as the building stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the common elements or on the units for purposes of marketability of title. In the event the building is partially or totally destroyed, and then rebuilt, the owners of units shall permit minor encroachment of parts

of the common elements, and of other units, due to reconstruction, and valid easements for said encroachments and the maintenance thereof shall exist.

C. The Association shall have the right to be exercised by the Board of Directors or the managing agent, to enter each unit from time to time during reasonable hours as may be necessary for the operation and maintenance of the condominium, or at any time for making emergency repairs therein necessary to prevent damage to any units or common elements.

VII. INSURANCE, RECONSTRUCTION. Commencing not later than the time of the first conveyance of a unit to a unit owner other than Declarant, the Association shall maintain the following insurance coverage to the extent reasonably available:

A. Property insurance on the common elements and units, insuring against all risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than the full insurable replacement cost of the insured property as determined annually by the Association. The Association or its authorized agent may enter a unit at reasonable times upon reasonable notice for the purpose of making appraisals for insurance purposes. Such coverage shall insure the interests of all unit owners, the Association and all mortgagees of units and holders of vendor's interests under a contract for deed to a unit, as their interests may appear. The insurer in such coverage shall waive its right of subrogation against all unit owners,

members of the household of unit owners, tenants, and against the Association and members of the Board of Directors, and shall waive any reduction of liability of the insurer on account of any other insurance carried by a unit owner and shall waive any invalidity or reduction of liability on account of acts or omissions of any unit owner or any mortgagee of a unit or any holder of a vendor's interest under a contract for deed to a unit. Such coverage shall also provide for issuance of certificates of insurance to all unit owners, mortgagees and holders of vendor's interests in a contract for deed, and that the coverage may not be cancelled except after thirty (30) days' notice to the Association and to each unit owner and all other persons to whom certificates of insurance have been issued.

B. Comprehensive general liability insurance, in amount determined by the Board of Directors but not less than \$1,000,000, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements, and insuring each officer and Director of the Association, the Association, each unit owner, members of the household of unit owners, and the managing agent of the Association, with a cross liability endorsement to cover liabilities of unit owners to the Association or each other, or of the Association to unit owners.

C. Worker's compensation insurance for Association employees as required by law.

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D. Such insurance as is required to be maintained, if any, by the terms of easement agreements referred to in Section VI of this Declaration.

E. In addition, the Board of Directors of the Association shall have authority to and may obtain and maintain in force all additional insurance coverages and endorsements required by either Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, Veterans Administration, or any other similar governmental or private agency which may now or hereafter be involved in the purchase or insuring of mortgages upon units.

Unit owners may obtain additional insurance for such coverages and amounts as such unit owner deems necessary or appropriate, provided all such policies shall contain waivers of subrogation as to other unit owners and the Association, and further provided that the insurance maintained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. Repair, replacement or reconstruction of any damage to the condominium shall be governed by the applicable provisions of the Act. The Association shall make no claim against a unit owner or member of the household of a unit owner, and each unit owner, or tenant and occupant shall make no claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against the managing agent or its officers, employees

or agents or other unit owners, members of their household or tenants, for any loss or damage to the condominium, or to a unit or personal property, even if caused by the act or neglect of any one or more of such persons, due to a peril insured against by insurance proceeds recovered under any or all such policies of insurance, and all such claims, to the extent of such recovery, are hereby waived and released; provided, however, that this waiver shall not apply to vandalism or malicious mischief or other intentional acts.

VIII. MAINTENANCE AND REPAIR. Each unit owner shall be responsible for the necessary maintenance and repair of such unit and shall promptly perform all maintenance and repairs which, if omitted, would adversely affect the common elements or another unit. The Association shall be responsible for necessary maintenance and repair of the common elements (including limited common elements) and shall promptly perform all maintenance and repairs which, if omitted, would adversely affect any unit or limited common element. Notwithstanding the foregoing, the Association may elect, by approval of its Board of Directors, to maintain and repair the garage units. Each unit owner shall afford to the Association and other unit owners, and their agents or employees, access through each such unit if reasonably necessary for the performance of such maintenance and repair of another or the common elements; any damage inflicted upon a unit or the common elements during the course of any such maintenance and repair or exercise of such right of access, shall be promptly

repaired by the Association or the unit owner responsible for such damage.

IX. ASSESSMENTS FOR COMMON EXPENSES. Each unit owner at the time an assessment first becomes payable, thereafter shall be personally liable to the Association for such common expense assessment levied by the Association against such unit. Assessments shall be levied annually based upon each annual budget adopted by the Association, and, except as provided below, assessments shall be levied upon each unit in accordance with the common expense liability allocated to each unit in Exhibit A annexed hereto. Common expenses associated with the maintenance, repair or replacement of a limited common element shall be levied against the unit or units to which that limited common element was assigned at the time the expense was incurred. In the event the Association elects to maintain and repair the garage units as provided in Section VIII of this Declaration, the expenses associated therewith shall be levied against the garage unit or units benefitted, in which case the expense shall be allocated among the garage units benefitted in proportion to their relative common expense liability. Also, the Association may levy any common expense benefitting less than all units against the unit or units benefitted, in which case the expense shall be allocated among the units benefitted in proportion to their relative common expense liability.

Any past-due assessment or installment thereof shall bear interest as provided in the Act.

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2. Fees, charges, late charges, interest charges and fines permitted by the Act are payable and enforceable as assessments, however, interest shall not compound.

3. The Association shall have a lien upon a unit for any assessment levied against that unit, or otherwise payable with respect to such unit, from the time such assessment becomes payable; priority, establishment and enforceability of such liens shall be governed by the applicable provisions of the Act.

4. Annual assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, payable in regular installments rather than by special assessments.

5. Notwithstanding Section 515A.3-113 of the Act, any surplus funds of the Association remaining after payment of or provision for common expenses and any prepayment of reserves, shall be retained by the Association and allocated to the reserve fund for maintenance, repairs and replacement of common elements.

6. The Association shall furnish to a unit owner or authorized agent upon written request of the unit owner or authorized agent a recordable statement setting forth the amount of unpaid assessments currently levied against such unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding on the Association and every unit owner.

0. Suit to recover a money judgment for unpaid common expenses may be maintained by the Association without foreclosing or waiving the lien securing the same.

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H. If the holder of a first mortgage of record on a unit or a purchaser at mortgage foreclosure obtains title to, or comes into possession of, the unit pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by deed or assignment in lieu thereof, such acquirer of title or possession, and successors and assigns, shall not be liable for that portion of the unpaid assessments chargeable to such unit which became first payable prior to the acquisition of title or possession to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible thereafter from all of the condominium unit owners, including such acquirer, and successors and assigns.

X. TERMINATION. The condominium may be terminated only by the agreement of all unit owners of units to which at least eighty percent (80%) of the votes in the Association are allocated, and agreement of at least eighty percent (80%) of the first mortgagees of the units (each mortgagee having one vote per unit financed), except for a termination of the condominium in the event of a taking of all of the units by eminent domain (or conveyance under threat of eminent domain). All procedures, appraisals and disposition of proceeds following any termination of the condominium shall be governed by the applicable provisions of the Act.

XI. EMINENT DOMAIN. In the event of a taking of all the units by eminent domain (or conveyances under threat of eminent domain), the condominium shall be terminated with all procedures, appraisals and disposition of proceeds to be governed by the provisions of the Act which are applicable to termination. A taking by eminent domain of less than all of the units shall be governed by the applicable provisions of the Act, including the provisions applicable to termination in the event such taking precipitates the requisite agreement by unit owners and first mortgagees to terminate the condominium.

XII. AMENDMENT. Prior to the first conveyance of a unit to a unit owner other than Declarant, this Declaration and the Bylaws may be amended by an instrument executed by Declarant and recorded. Thereafter, this Declaration and the Bylaws may be amended only in accordance with the applicable provisions of the Act. When a vote is required for an amendment, such amendment shall be adopted only by the affirmative vote or agreement of unit owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and at least sixty-seven percent (67%) of the holders of first mortgages upon the units (each mortgagee having one vote per unit financed). Notwithstanding the foregoing, the written consent of Declarant shall be required for any amendment of the Declaration or Bylaws prior to the last conveyance of a unit to a unit owner other than Declarant; also Section XIII of this Declaration may be amended only with the written consent of all first mortgagees of units.

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XIII. RIGHTS OF FIRST MORTGAGEES. Although this Declaration is replete with provisions which meet the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, Declarant deems it appropriate to place such requirements in this one Section, so as to enable the easier review thereof. The following provisions of this Section XIII shall take precedence over all other provisions of this Declaration and the Bylaws, and in the event of any inconsistency or contradiction, the following provisions shall control:

A. A first mortgagee of a unit or its assigns, upon request, will be entitled to written notification from the Association of any default in the performance by the unit owner of any obligation under this Declaration or Bylaws which is not cured within sixty (60) days.

B. Any right of first refusal contained in this Declaration or the Bylaws shall not impair the rights of a first mortgagee to:

- 1) foreclose or take title to a unit pursuant to the remedies provided in the mortgage; or
- 2) accept a deed or assignment in lieu of foreclosure in the event of default by mortgagor; or
- 3) sell or lease a unit acquired by the mortgagee.

C. Any first mortgagee who obtains title to a unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed (assignment) in lieu of foreclosure will not be liable for such unit's unpaid

assessments which accrue prior to the acquisition of title to such unit by the mortgagee in the case of a deed, or prior to the expiration of the statutory period of redemption in the case of a mortgage foreclosure.

D. Except as provided by the Act in case of condemnation or substantial loss to the units and/or common elements of the condominium, unless at least two-thirds of the first mortgagees (based upon one vote for each first mortgage owned), or unit owners (other than the Declarant) of the units have given their prior written approval, the Association shall not be entitled to:

- 1) by act or omission, seek to abandon or terminate the condominium;
- 2) change the pro rata interest or obligations of any unit for the purpose of:
 - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each unit in the common elements;
- 3) partition or subdivide any unit;
- 4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the

condominium shall not be deemed a transfer within the meaning of this clause);

3) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property; or

6) terminate professional management and assume self-management of the condominium.

E. First mortgagees of units and their successors in interest upon request shall have the right to (1) examine the books and records of the Association or the condominium during normal business hours; (2) receive the annual financial statement of the condominium within ninety (90) days following the end of any fiscal year of the condominium; and (3) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

F. Condominium assessments for common expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

G. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual units and not to the condominium as a whole.

H. No provision of this Declaration or of the Bylaws shall be deemed to give a unit owner, or any other party, priority over any rights of first mortgagees of units, or their successors in interest, pursuant to their mortgages in the case of a distribution to the unit owners of insurance proceeds or condemnation awards for losses to or a taking of units and/or common elements.

I. In the event of substantial damage to or destruction of any unit or any part of the common elements the first mortgagees shall be entitled to timely written notice of any such damage or destruction.

J. If any unit or portion thereof or the common elements or portion thereof is made the subject matter of any condemnation or eminent domain proceeding, then the first mortgagees shall be entitled to timely written notice of any such proceeding.

K. Any agreement for professional management services between Declarant and the Association shall provide for termination by either party, without cause and without payment of a termination fee, upon no more than ninety (90) days' written notice given by one of the parties to the other and shall have a term of no more than two years from the date of its execution.

XIV. MISCELLANEOUS.

A. Unless specifically provided or permitted otherwise in the Act, all notices required hereunder shall be

personally delivered or sent by registered or certified mail. Notices to the Association shall be addressed to and delivered or mailed to "Board of Directors of City Walk Condominium Association" at the post office address of the Association or to such other address as the Board of Directors may hereafter designate from time to time by written notice. Notices to a unit owner shall be addressed to and delivered or mailed to such owner's address in the condominium or to such other address as may have been designated by such owner in writing to the Association. All notices to mortgagees of units shall be sent by regular first class United States mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when delivered or when deposited in the United States mail, postage paid, except notices of change of address, which shall be deemed to have been given when received.

B. The invalidity of any provisions of this Declaration shall not impair or affect in any manner the validity or enforceability of other provisions of this Declaration which can be given effect without the invalid provisions.

C. The captions herein are inserted only for reference, and in no way define, limit or describe the scope of this Declaration, or the meaning of any provision hereof.

D. The use of any gender in this Declaration shall be deemed to include the masculine, feminine and neuter gender

and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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

F. In the event of any conflict or inconsistency between or among the provisions of the Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Association, the Act shall control; as among or between this Declaration, the Bylaws and any Rules and Regulations, this Declaration shall control.

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the ownership and operation of a cooperative and first class residential condominium project.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.

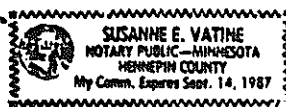
TED GLASRUDE ASSOCIATES, INC.,
a Minnesota corporation


Theodore Glasrud
President

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss.

The foregoing instrument was acknowledged before me this 15th day of March, 1983 by THEODORE GLASRUÐ, President of TED GLASRUÐ ASSOCIATES, INC., a Minnesota corporation, on behalf of the corporation.

Susanne E. Vatine
Notary Public
Hennepin County, Minnesota
My Commission Expires 09-14-87



THIS INSTRUMENT WAS DRAFTED BY:
Briggs and Morgan, P.A.
2200 First National Bank Building
Saint Paul, Minnesota 55101

EXHIBIT A

To Declaration of Condominium Number 203
City Walk, a condominium

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

12th Floor:

R-1201	.002299
R-1202	.003948
R-1203	.003042
R-1205	.003228
R-1207	.003344
R-1209	.003274
R-1210	.003344
R-1212	.003391
R-1213	.003483
R-1214	.003344
R-1215	.005457
R-1216	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
13th Floor:	
R-1301	.002299
R-1302	.005039
R-1303	.003042
R-1304	.003251
R-1305	.003228
R-1306	.003182
R-1307	.003344
R-1308	.002322
R-1309	.003274
R-1310	.003344
R-1311	.003483
R-1312	.003391
R-1313	.003483
R-1314	.003344
R-1315	.005457
R-1316	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
14th Floor:	
R-1401	.002299
R-1402	.005039
R-1403	.003042
R-1404	.003251
R-1405	.003228
R-1406	.003182
R-1407	.003344
R-1408	.002322
R-1409	.003274
R-1410	.003344
R-1411	.003483
R-1412	.003391
R-1413	.003483
R-1414	.003344
R-1415	.005457
R-1416	.003321

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

15th Floor:

R-1502	.005039
R-1503	.005341
R-1504	.003251
R-1505	.003228
R-1506	.003182
R-1508	.002322
R-1509	.006618
R-1510	.003344
R-1511	.003483
R-1512	.003391
R-1513	.003483
R-1514	.003344
R-1515	.005457
R-1516	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
16th Floor:	
R-1602	.005039
R-1603	.005341
R-1604	.003251
R-1605	.003228
R-1606	.003182
R-1607	.003344
R-1608	.002322
R-1609	.003274
R-1610	.003344
R-1611	.003483
R-1612	.003391
R-1613	.003483
R-1614	.003344
R-1615	.005457
R-1616	.003321

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

17th Floor:

R-1701	.002299
R-1702	.005039
R-1703	.003042
R-1704	.003251
R-1705	.003228
R-1706	.003182
R-1707	.003344
R-1708	.002322
R-1709	.003274
R-1710	.003344
R-1711	.003483
R-1712	.003391
R-1713	.003483
R-1714	.003344
R-1715	.005457
R-1716	.003321

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

18th Floor:

R-1802	.005039
R-1803	.005341
R-1804	.003251
R-1805	.003228
R-1806	.003182
R-1807	.003344
R-1808	.002322
R-1809	.003274
R-1810	.003344
R-1811	.003483
R-1812	.003391
R-1813	.003483
R-1814	.003344
R-1815	.005457
R-1816	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
19th Floor:	.
R-1902	.005039
R-1903	.005341
R-1904	.003251
R-1905	.003228
R-1906	.003182
R-1907	.003344
R-1908	.002322
R-1909	.003274
R-1910	.003344
R-1911	.003483
R-1912	.003391
R-1913	.003483
R-1914	.003344
R-1915	.005457
R-1916	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
20th Floor:	
R-2001	.002299
R-2002	.005039
R-2005	.006270
R-2006	.006433
R-2007	.003344
R-2008	.002322
R-2009	.003274
R-2010	.003344
R-2011	.003483
R-2012	.003391
R-2013	.003483
R-2014	.003344
R-2015	.005457
R-2016	.003321

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Unit Fraction of Undivided Interest in Common
 Elements, Common Expenses and Votes

21st Floor:

R-2101	.002299
R-2102	.005039
R-2105	.006270
R-2106	.006433
R-2107	.003344
R-2108	.002322
R-2109	.003274
R-2110	.003344
R-2111	.003483
R-2112	.003391
R-2113	.003483
R-2114	.003344
R-2115	.005457
R-2116	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
22nd Floor:	
R-2201	.002299
R-2202	.005039
R-2205	.006270
R-2206	.006433
R-2207	.003344
R-2208	.002322
R-2209	.003274
R-2210	.003344
R-2211	.003483
R-2212	.003391
R-2213	.003483
R-2214	.003344
R-2215	.005457
R-2216	.003321

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Unit Fraction of Undivided Interest in Common
 Elements, Common Expenses and Votes

23rd Floor:

R-2301	.002299
R-2302	.005039
R-2305	.006270
R-2306	.006433
R-2307	.003344
R-2308	.002322
R-2309	.003274
R-2310	.003344
R-2311	.003483
R-2312	.003391
R-2313	.003483
R-2314	.003344
R-2315	.005457
R-2316	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
24th Floor:	
R-2401	.002299
R-2402	.005039
R-2405	.006270
R-2406	.006433
R-2407	.003344
R-2408	.002322
R-2409	.003274
R-2410	.003344
R-2411	.003483
R-2412	.003391
R-2413	.003483
R-2414	.003344
R-2415	.005457
R-2416	.003321

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Unit Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

25th Floor:

R-2501	.002299
R-2502	.005039
R-2505	.006270
R-2506	.006433
R-2507	.003344
R-2508	.002322
R-2509	.003274
R-2510	.003344
R-2511	.003483
R-2512	.003391
R-2513	.003483
R-2514	.003344
R-2515	.005457
R-2516	.003321

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

26th Floor:

R-2601	.002299
R-2602	.005039
R-2605	.006270
R-2606	.006433
R-2607	.003344
R-2608	.002322
R-2609	.003274
R-2610	.003344
R-2611	.003483
R-2612	.003391
R-2613	.003483
R-2614	.003344
R-2615	.005457
R-2616	.003321

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
27th Floor:	
R-2701	.002299
R-2702	.005039
R-2703	.006270
R-2706	.006433
R-2707	.003344
R-2708	.002322
R-2709	.003274
R-2710	.003344
R-2711	.003483
R-2712	.003391
R-2713	.003483
R-2714	.003344
R-2715	.005457
R-2716	.003321

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-1	.000686
G-2	.000632
G-3	.000632
G-4	.000595
G-5	.000595
G-6	.000595
G-7	.000595
G-8	.000632
G-9	.000632
G-10	.000557
G-11	.000595
G-12	.000595
G-13	.000595
G-14	.000595
G-15	.000595
G-16	.000557
G-17	.000520
G-18	.000520
G-19	.000711
G-20	.000711
G-21	.000686
G-22	.000668

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-23	.000595
G-24	.000557
G-25	.000520
G-26	.000595
G-27	.000669
G-28	.000595
G-29	.000669
G-30	.000595
G-31	.000669
G-32	.000595
G-33	.000595
G-34	.000595
G-35	.000557
G-36	.000557
G-37	.000595
G-38	.000632
G-39	.000669
G-40	.000669
G-41	.000669
G-42	.000711
G-43	.000711
G-44	.000711

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-45	.000711
G-46	.000711
G-47	.000595
G-48	.000595
G-49	.000595
G-50	.000632
G-51	.000632
G-52	.000632
G-53	.000632
G-54	.000632
G-55	.000669
G-56	.000632
G-57	.000669
G-58	.000632
G-59	.000669
G-60	.000632
G-61	.000776
G-62	.000776
G-63	.000776
G-64	.000776
G-65	.000728
G-66	.000728

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
8th through 11th Floors:	
G-67	.000728
G-68	.000711
G-69	.000711
G-70	.000728
G-71	.000711
G-72	.000632
G-73	.000669
G-74	.000632
G-75	.000669
G-76	.000632
G-77	.000669
G-78	.000632
G-79	.000669
G-80	.000595
G-81	.000669
G-82	.000595
G-83	.000632
G-84	.000595
G-85	.000632
G-86	.000595
G-87	.000557
G-88	.000557

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-89	.000632
G-90	.000751
G-91	.000631
G-92	.000595
G-93	.000595
G-94	.000632
G-95	.000595
G-96	.000632
G-97	.000595
G-98	.000669
G-99	.000595
G-100	.000669
G-101	.000595
G-102	.000669
G-103	.000595
G-104	.000632
G-105	.000711
G-106	.000711
G-107	.000776
G-108	.000776
G-109	.000776
G-110	.000776

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-111	.000728
G-112	.000728
G-113	.000728
G-114	.000711
G-115	.000711
G-116	.000669
G-117	.000557
G-118	.000669
G-119	.000557
G-120	.000669
G-121	.000557
G-122	.000595
G-123	.000595
G-124	.000557
G-125	.000595
G-126	.000595
G-127	.000595
G-128	.000711
G-129	.000711
G-130	.000711
G-131	.000711
G-132	.000711

March 23, 1983

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EXHIBIT A

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-133	.000595
G-134	.000595
G-135	.000595
G-136	.000728
G-137	.000668
G-138	.000672
G-139	.000595
G-140	.000632
G-141	.000595
G-142	.000595
G-143	.000632
G-144	.000632
G-145	.000595
G-146	.000595
G-147	.000557
G-148	.000595
G-149	.000595
G-150	.000595
G-151	.000557
G-152	.000520
G-153	.000520
G-154	.000686

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EXHIBIT A

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<u>Unit</u>	<u>Fraction of Undivided Interest in Common Elements, Common Expenses and Votes</u>
8th through 11th Floors:	
G-155	.000686
G-156	.000631
G-157	.000595
G-158	.000520
G-159	.000595
G-160	.000669
G-161	.000595
G-162	.000669
G-163	.000595
G-164	.000669
G-165	.000595
G-166	.000595
G-167	.000595
G-168	.000557
G-169	.000557
G-170	.000595
G-171	.000632
G-172	.000669
G-173	.000669
G-174	.000669
G-175	.000711
G-176	.000711

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EXHIBIT A

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-177	.000711
G-178	.000711
G-179	.000711
G-180	.000631
G-181	.000631
G-182	.000776
G-183	.000776
G-184	.000776
G-185	.000632
G-186	.000632
G-187	.000632
G-188	.000632
G-189	.000632
G-190	.000669
G-191	.000632
G-192	.000669
G-193	.000632
G-194	.000669
G-195	.000632
G-196	.000776
G-197	.000776
G-198	.000776

March 23, 1983

EXHIBIT A

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Unit

Fraction of Undivided Interest in Common
Elements, Common Expenses and Votes

8th through
11th Floors:

G-199	.000776
G-200	.000728
G-201	.000728
G-202	.000728
G-203	.000669
G-204	.000669
G-205	.000646
G-206	.000646
G-207	.000627
G-208	.000557
G-209	.000557
G-210	.000557
G-211	.000557
G-212	.000520

TOTALS:

443 Units

1.000000

March 23, 1983

EXHIBIT B

To Declaration of Condominium Number 203
City Walk, a condominium

BYLAWS,

OF

CITY WALK CONDOMINIUM ASSOCIATION.

ARTICLE 1

IDENTITY, DEFINITIONS

A. Property - Certain real property situated in the County of Ramsey, State of Minnesota, and owned by Ted Glasrud Associates, Inc. a Minnesota corporation (the Declarant) has been submitted to the provisions of the Uniform Condominium Act, Minnesota Statutes, Chapter 515A.1-101 to 515A.4-117 (the Act), by a Declaration recorded simultaneously herewith and hereinafter to be known as "City Walk, a condominium".

B. Definitions - In these Bylaws, terms and phrases which are defined in the Declaration shall have the same meaning as is set forth in the Declaration, unless the context clearly indicates otherwise.

C. Applicability - The provisions of these Bylaws are applicable to the property of the condominium and to the use, occupancy, enjoyment and operation thereof.

D. Office - The office of the condominium and of the Board of Directors of the Association shall be located at 151 East County Road B-2, Saint Paul, Minnesota 55117.

March 23, 1983

ARTICLE 2

MEMBERSHIP

All owners of one or more units in the condominium (including the Declarant as to any units not conveyed by it) shall be members of the Association of unit owners to be known as City Walk Condominium Association (the Association), a non-profit corporation under Chapter 317, Minnesota Statutes.

ARTICLE 3

BOARD OF DIRECTORS

A. Number and Qualification - The affairs of the Association shall be governed by a Board of Directors. Except as provided in paragraph B of this Article, the Board of Directors shall be composed of five persons elected by the unit owners at the annual meeting, all of whom shall be unit owners, or mortgagees of units, or, in the case of ownership or mortgage interest of a unit by a partnership, shall be members or employees of such partnership, or, in the case of ownership or mortgage interest of a unit by a corporation, shall be officers, stockholders, or employees of such corporation, or, in the case of ownership or mortgage interest of a unit by a fiduciary, shall be the fiduciaries or officers or employees of such fiduciary; provided, however, at all times at least three of the Directors shall be residential unit owners or the individual nominees of any residential unit owners which are not individuals.

B. Declarant Control - Declarant may elect and from time to time remove and re-elect any three persons as members of the Board

of Directors of the Association from the date of incorporation of the Association until the earliest of the following events:

- (i) The passage of three (3) years from the date of the first conveyance of a unit to a unit owner other than Declarant; or
- (ii) The passage of sixty (60) days after conveyance of 75% of the units to unit owners other than Declarant; or
- (iii) Recording of written surrender of control of the Association by Declarant.

Upon the happening of the earliest of said events, all Directors elected by Declarant shall resign from the Board of Directors. Notwithstanding the foregoing, however, not later than sixty (60) days after conveyance of 50% of the units to unit owners other than Declarant, at least one-third of all of the members of the Board of Directors shall be elected by the unit owners other than Declarant.

C. Powers and Duties - The Board of Directors shall have the powers and shall diligently exercise the duties necessary for the prudent administration of the affairs of the Association and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

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Panel
March 23, 1983
(1) Adopt and amend rules and regulations in accordance with Section III(5) of the Declaration;

(2) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners, in accordance with Section IX of the Declaration;

(3) Hire and terminate managing agents and other employees, agents, and independent contractors;

(4) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;

(5) Regulate and provide for the use, maintenance, repair, replacement, modification and protection of common elements (including limited common elements and all storage spaces as shown on the Floor Plans);

(6) Cause improvements to be made as a part of the common elements;

(7) Open bank accounts on behalf of the Association and designate the signatories required therefor;

(8) Impose and receive reasonable fees or charges for the use, rental, or operation of the common elements other than limited common elements described in Section 515A.2-102(2) and (4) of the Act;

(9) Impose reasonable charges including reasonable costs and attorneys' fees, for the evaluation, preparation

and recordation of amendments to the Declaration, resale certificates required by the Act, or statements of unpaid assessments;

(10) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(11) Impose charges for late payment of assessments and, after reasonable notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;

(12) Purchase or lease or otherwise acquire in the name of the Association, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Association;

(13) Purchase units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all unit owners;

(14) Sell, lease, mortgage, or otherwise deal with units acquired by, and sublease units leased by the Association or its designee, corporate or otherwise, on behalf of all unit owners;

(15) Organize corporations to act as designees of the Association in acquiring title to or leasing of units on behalf of all unit owners;

(16) Obtain insurance for the property pursuant to Section VII of the Declaration;

(17) Grant utility easements through or over the common elements;

(18) Grant leases, licenses, and concessions with respect to the common elements not to exceed one year, provided, however, that after conveyance to owners other than the Declarant or affiliate of Declarant of units to which more than fifty percent (50%) of the votes in the Association are allocated, the Association may by resolution of a meeting of the members duly called grant leases, licenses, and concessions with respect to the common elements not to exceed two years;

(19) Prepare and distribute the annual report to the unit owners;

(20) Employ for the Association a managing agent at a compensation to be established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize and direct;

(21) Exercise all rights and powers and assume all obligations and duties granted to or assumed by the unit owners or the Association as set forth in the Agreements or any recorded easement document;

(22) Pay common expenses of the condominium, including the proper share of expenses attributable to the condominium for services, utilities, insurance, maintenance and the like which are procured pursuant to the Agreements or any recorded easement document; and

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(23) Exercise any other powers conferred by state law,
the Declaration or these Bylaws.

D. Election and Term of Office - At the first annual meeting of the Association following the expiration of Declarant control of the Board of Directors as set forth in Article 3(B) of these Bylaws, the terms of office of all officers and Directors of the Association shall terminate and an election of Directors shall take place. The initial term of office of three elected Directors receiving the greatest number of votes shall be fixed at two years, the initial term of office of the remaining two elected Directors shall be fixed at one year. At the expiration of the said initial terms of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners at an annual meeting of the unit owners.

E. Removal of Directors - At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors (except those elected by Declarant) may be removed with or without cause by a majority vote of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

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F. Vacancies - Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by the remaining members of the Board of Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so vacating and until a successor shall be elected at an annual meeting of the unit owners.

G. Organizational Meeting - An organizational meeting of the members of the Board of Directors shall be held immediately following the first annual meeting of the unit owners and following each annual meeting thereafter, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such a meeting provided a majority of the entire Board of Directors shall be present thereat.

H. Regular Meetings - Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one such meeting shall be held during each fiscal year immediately following the annual meeting of the unit owners. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors by regular first class mail at least ten (10) business days prior to the day named for such meeting.

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I. Special Meetings - Special meetings of the Board of Directors may be called by the President or Secretary on three (3) business days' notice to each member of the Board of Directors, given by certified mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of two or more members of the Board of Directors.

J. Waiver of Notice - Any member of the Board of Directors may, at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting, subject however to the provisions of paragraph K of this Article.

K. Notice to Declarant - Notwithstanding anything herein to the contrary, so long as the Declarant shall own one or more units, Declarant shall receive notice of all meetings of the Board of Directors, and Declarant or its representatives shall be entitled to attend and reasonably to be heard at all meetings of the Board of Directors.

L. Quorum - At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the

transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

M. Executive Committee - The Board of Directors may designate two or more of its members to constitute an Executive Committee. To the extent determined by the Board, the Executive Committee has the authority of the Board in the management of the business of the Association. The Executive Committee shall act only in the interval between meetings of the Board and at all times shall be subject to the control and direction of the Board.

N. Fidelity Bonds - The Board of Directors may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a common expense.

O. Compensation - No member of the Board of Directors shall receive any compensation from the Association for acting as such.

P. Liability of Board of Directors and Officers - The members of the Board of Directors and Officers of the Association shall not be liable to the unit owners for any mistake of

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judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors and Officers against all contractual liability to others arising out of contracts made by the Board of Directors and Officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration, these Bylaws, the Act, or a valid resolution of the Board of Directors. No member of the Board of Directors or Officers shall have any personal liability with respect to any contract made by the Board of Directors and Officers on behalf of the Association.

Q. Performance - The Board of Directors and managing agent shall take all necessary steps to establish adequate procedures for timely and full performance of the requirements set forth in Section 515A.4-107 of the Act.

ARTICLE 4

UNIT OWNERS' MEETING AND VOTING

A. Annual Meeting - The unit owners shall meet at least once each year. At the first annual meeting of the unit owners following the expiration of Declarant control as set forth in Article 3(B) of these Bylaws, the unit owners shall elect five members of the Board of Directors for terms to expire with the first and second annual meetings of the unit owners, in accordance with Article 3(D) of these Bylaws. At each annual meeting thereafter the unit owners shall elect two or three Directors, as

the case may be, to fill the terms then expiring. The annual meetings of unit owners shall be held at the office of the Association, or such location on the property as is reasonably convenient. The unit owners may transact such other business at such meetings as may properly come before them.

B. Special Meetings - It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having in the aggregate twenty-five percent (25%) or more of the total votes in the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice.

C. Notice of Meetings - It shall be the duty of the Secretary to give by hand delivery or by regular first class mail (by United States mail postage prepaid) written notice of each annual or special meeting of the unit owners, at least 21 days in advance of each annual meeting and at least 7 days in advance of any special meeting, stating the purpose thereof as well as the time and place where it is to be held and a complete agenda of the meeting, to each unit owner of record, at the address of their respective units and to such other addresses as any unit owner shall have designated by notice in writing to the Secretary. Such notice shall be effective upon such delivery or upon such deposit in the mail.

D. Order of Business - The order of business at all annual meetings of the unit owners shall be as follows:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Report of Board of Directors.
- (6) Reports of any committees.
- (7) Election of inspectors of election.
- (8) Election of members of the Board of Directors.
- (9) Unfinished business.
- (10) New business.

E. Voting - The owner of each unit (including Declarant), or some person designated by such unit owner to act as proxy on such unit owner's behalf and who need not be a unit owner, shall be entitled to cast the vote allocated to such unit in the Declaration, at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the unit owner so designating. The vote allocated to a unit shall not be split or otherwise cast separately by the several unit owners of a unit. The vote for a unit which has several unit owners shall be cast by the individual named in a certificate signed by all of the unit owners of the unit and filed with the Secretary of the Association. Such certificate shall be valid

until revoked by a subsequent certificate. Any dispute between or among several unit owners of a unit regarding the execution of said certificate or who is the individual to cast the vote allocated to that unit, shall be decided by the Board of Directors.

F. Voting - No vote in the Association shall be deemed to inure to any unit during the time when the unit owner is the Association or its designee.

G. Quorum - Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having, in the aggregate, fifty percent (50%) or more of the total votes entitled to be cast at the meeting shall constitute a quorum at all meetings of unit owners. The vote of fifty percent (50%) or more of the total votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present, shall be binding upon all unit owners for all purposes except where in the Declaration or these Bylaws or by law, a higher percentage vote is required.

H. Annual Report - An annual report of the Association shall be made in writing to the owner of each unit, containing at a minimum, the following:

- (1) A statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000, whichever is the greater, anticipated by the Association during the current year or succeeding two fiscal years;

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(2) A statement of the status and amount of any reserve or replacement fund and portion of the fund designated for any specified project by the Board of Directors;

(3) A copy of the statement of financial condition for the Association for the last fiscal year;

(4) A statement of the status of any pending suits or judgments to which the Association is a party;

(5) A statement of the insurance coverage provided by the Association; and

(6) A statement of any unpaid assessments by the Association on individual units identifying the unit number and the amount of the unpaid assessment.

ARTICLE 5

OFFICERS

A. Designation - The principal officers of the Association shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, Assistant Treasurer, or Assistant Secretary, and such other officers as in its judgment may be necessary. The President, but no other officers, must be a member of the Board of Directors. The office of the Secretary and Treasurer may be held by the same person, but all other offices shall be held by different individuals.

B. Election of Officers - The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

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C. Removal of Officers - Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

D. President - The President shall be the chief executive officer of the Association and shall preside at all meetings of the unit owners and of the Board of Directors, except that in the President's absence at a meeting, the Board of Directors shall designate one of their number to preside at such meeting. The President shall have all of the general powers and duties which are incident to the office of president of a corporation organized under Minnesota Statutes, Chapter 317, including but not limited to the power to appoint committees from among the unit owners from time to time as in the President's discretion is appropriate to assist in the conduct of the affairs of the Association.

E. Secretary - The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors, shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of secretary of a corporation organized under Chapter 317, Minnesota Statutes.

F. Treasurer - The Treasurer shall have custody of all funds, property and securities of the Association subject to such

regulations as may be imposed by the Board of Directors, and shall, in general, perform all the duties incident to the office of treasurer of a corporation organized under Chapter 317, Minnesota Statutes.

G. Agreements, Contracts, Deeds, Checks, Etc. - All agreements, contracts, deeds, leases, checks, mortgages, and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

H. Compensation of Officers - No officer shall receive any compensation from the Association for acting as such.

ARTICLE 6

OPERATION OF THE CONDOMINIUM

A. Budget; Levy - The Board of Directors shall from time to time, and at least annually, prepare a budget of common expenses for the Association and assess and levy such common expenses among the units according to their respective common expense liability allocated among the units by the Declaration and in accordance with Section IX of the Declaration. The levy shall be deemed to occur upon the date of the resolution by which the Board of Directors adopts such budget. The Board of Directors shall fix the amount of the annual assessment against each unit and shall advise each unit owner in writing as to the amount of the assessment payable with respect to the unit at least thirty (30) days prior to the first day of the fiscal year for which the

assessment is made. In addition, the Association shall furnish copies of each budget on which such common expenses and the assessment are based to each unit owner and to any holder of a first mortgage on a unit which requests the same. In the event an annual assessment proves to be insufficient, the budget and assessments therefor may be amended, or a special assessment levied, as provided by the Declaration and the Act.

B. Payment of Common Expenses - All unit owners shall be obligated to pay the common expenses assessed and levied by the Board of Directors pursuant to this Article. Unless otherwise determined by the Board of Directors, such assessment shall be due in monthly installments in advance on the first day of each month of the year or other period for which the assessments are made, or when designated by the Board of Directors in the case of a special assessment.

C. Default in Payment of Common Expenses - In the event any unit owner does not make payment on or before the date when any assessment, or installment thereof is due, the Board of Directors may assess, and such unit owner shall be obligated to pay, a reasonable administrative charge for each such unpaid assessment or installment thereof, and/or interest at the rate allowed by law on such assessment or installment thereof from the date due, together with all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment. In the event of a default of more than

thirty (30) days in payment of any assessment or installment thereof, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the unit owner, and thereupon the entire unpaid balance of the assessment with all accrued interest shall become due and payable upon the date stated in the notice. The Board of Directors shall have the right and duty to attempt to recover all assessments for common expenses, together with interest and the expenses of the proceeding, including reasonable attorneys' fees, in any action to recover the same brought against a unit owner or by foreclosure of the lien upon a unit.

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

E. Records - The Board of Directors shall cause to be kept at the registered office of the Association, and at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meeting of the unit owners, names of the unit owners, and detailed and accurate records, in chronological order, of the receipts and expenditures of the Association. Such records of receipts and expenditures and any vouchers authorizing payments shall be available for examination

by the unit owners, or the first mortgagee of the units, upon reasonable notice during normal business hours. Separate accounts shall be maintained for each unit setting forth the amount of the assessments against the unit, the date when due, amount paid thereon and the balance remaining unpaid.

P. Enforcement of Obligations - All unit owners, household members, tenants and guests are obligated and bound to observe the applicable provisions of the Declaration, the Act, Rules and Regulations, and these Bylaws. Failure to comply with the aforementioned documents will give rise to a cause of action by the Association or any unit owner for the recovery of damages, injunctive relief, or both.

ARTICLE 7

MISCELLANEOUS

A. Notices - Unless specifically provided or permitted otherwise in the Act, the Declaration or these Bylaws, all notices required hereunder shall be personally delivered or sent by registered or certified mail. Notices to the Association shall be addressed to and delivered or mailed to "Board of Directors of City Walk Condominium Association" at the post office address of the Association or to such other address as the Board of Directors may hereafter designate from time to time by written notice. Notices to a unit owner shall be addressed to and delivered or mailed to such owner's address in the condominium or to such other address as may have been designated by such owner in writing to

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the Association. All notices to mortgagees of units shall be sent by regular first class United States mail to their respective addressees as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when delivered or when deposited in the United States mail, postage paid, except notices of change or address, which shall be deemed to have been given when received.

B. Invalidity - The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of other parts of these Bylaws which can be given effect without the invalid part.

C. Captions - The captions herein are inserted only for reference, and in no way define, limit or describe the scope of these Bylaws, or the meaning of any provisions hereof.

D. Gender - The use of any gender in these Bylaws shall be deemed to include the masculine, feminine and neuter gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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

F. Conflicts - In the event of any conflict or inconsistency between or among the provisions of the Act, the Declaration, these

Bylaws and any Rules and Regulations adopted by the Association, the Act shall control; as among or between the Declaration, these Bylaws and any Rules and Regulations, the Declaration shall control; and as between these Bylaws and any Rules and Regulations, these Bylaws shall control.

G. Fiscal Year - The fiscal year of the Association shall be as determined from time to time by the Board of Directors.

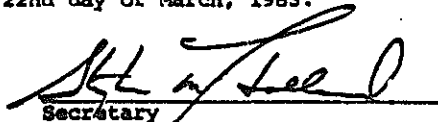
H. Seal - The Association shall not have a corporate seal.

ARTICLE 8

AMENDMENTS

These Bylaws may be amended only in the manner provided in the Declaration.

The foregoing Bylaws of City Walk Condominium Association, a Minnesota non-profit corporation, were adopted at a meeting of its first Board of Directors on the 22nd day of March, 1983.


Secretary

Attested to:


President

CONSENT

NORTHWESTERN NATIONAL BANK OF MINNEAPOLIS, a national banking association, as mortgagee under a mortgage dated December 30, 1980, recorded December 31, 1980 in the office of the Ramsey County Recorder as Document No. 2102383, as amended by the instrument recorded as Document No. 2153447 of Ramsey County Records, hereby consents to the foregoing Declaration of Condominium Number 203, City Walk, a condominium, executed by TED GLASRUDD ASSOCIATES, INC., a Minnesota corporation.

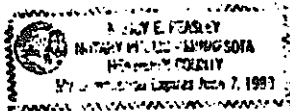
Dated: March 22, 1983.

NORTHWESTERN NATIONAL BANK
OF MINNEAPOLIS

By Michael A. Wagner
Its Vice President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

The foregoing Consent was acknowledged before me this 22nd day of March, 1983, by Michael A. Wagner, the Vice President of Northwestern National Bank of Minneapolis, a national banking association, on behalf of said association.



Harry E. Farley
Notary Public
Hennepin County, Minnesota
My Commission Expires June 7, 1988

March 23, 1983

CERTIFICATE AS TO SUBSTANTIAL COMPLETION OF ALL UNITS AT:
CITY WALK, A CONDOMINIUM

The undersigned, being a duly registered professional architect
in and for the State of Minnesota, does hereby certify that
all Units in City Walk, A Condominium (Condominium No. 203)
have been substantially completed within the meaning of
Section 515a.2-101(c) of Minnesota Statutes, as amended.

Dated this 22 day of Nov, 1982.

James E. Stageberg
James E. Stageberg
Minnesota Registration No. 6047

STATE OF MINNESOTA)

ss.

COUNTY OF RAMSEY)

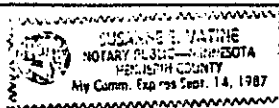
The foregoing certificate was acknowledged before me this 22
day of November, 1982 by James E. Stageberg, a
registered professional architect.

Therese E. Watne

Notary Public Hennepin County, Minnesota

My commission expires September 14, 1987

This instrument drafted by:
Ted Glasrud Associates, Inc.
151 County Road B-2, St. Paul, Minn. 55117



March 23, 1983