

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.

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:

(1) Adopt and amend rules and regulations in accordance with Section III(S) 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

(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.

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.

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

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;

(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.

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.

F. 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

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 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.

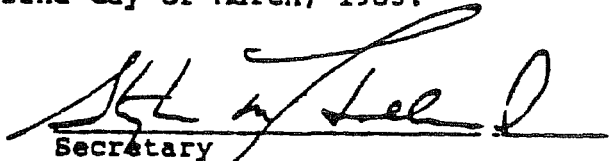
H. Seal - The Association shall not have a corporate seal.

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

734492

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)

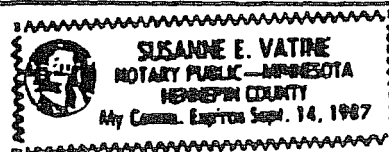
The foregoing certificate was acknowledged before me this 22 day of November, 1982 by James E. Stageberg, a registered professional architect.

Susanne E. Vatrie

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



734492

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.

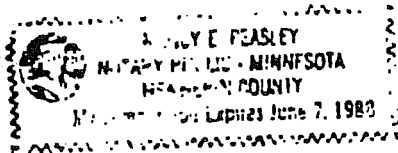
Dated: March 22, 1983.

NORTHWESTERN NATIONAL BANK
OF MINNEAPOLIS

By Michael A. Wayne
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. Wayne, the Vice President of Northwestern National Bank of Minneapolis, a national banking association, on behalf of said association.



Mary E. Feasley
Notary Public
Hennepin County, Minnesota
My Commission Expires June 7, 1988

I, Lou McKenna, Ramsey County
Registrar of Titles, Minnesota,
do hereby certify that the
attached instrument consisting
of 90 pages is a true and
correct copy of the original
on file and of record in my
office.

Dated this 23rd day of Oct, 19 89

LOU MCKENNA, REGISTRAR OF TITLES

By Elizabeth Madsen Deputy



\$ 039.0000

92

734492

Declaration &
Floor Plans

Condominium Number 203

City Walk, a condo-
minium

Led Glasrud Associates, Inc

470 P.O. Box

658-248-305748

100%

ASSURANCE FUND \$1.00

CERTIFICATE NUMBER 363502

BOOK 654 PAGE 2

STATE OF MINNESOTA
COUNTY OF RAMSEY SS.

OFFICE OF THE REGISTRAR OF TITLES.

This is to certify that the within instrument was
filed in this office of St. Paul, Minn. on the

23 day of MAY A. D. 1983

at 4 o'clock P M.

EUGENE H. GIBBONS

Registrar of Titles

J. M. Jeth

Deputy

CR 1121



To All To Whom These Presents Shall Come, Greeting:

Whereas, Articles of Incorporation, duly signed and acknowledged under oath, have been recorded in the office of the Secretary of State, on the 21st day of March A.D. 1983 for the incorporation of

CITY WALK CONDOMINIUM ASSOCIATION

in and in accordance with the provisions of the Minnesota Non-Profit Corporation Act, Minnesota Statutes, Chapter 217.

Now, Therefore, by virtue of the powers and duties vested in me by law as Secretary of State of the State of Minnesota I do hereby certify that the said

CITY WALK CONDOMINIUM ASSOCIATION

is a legally organized corporation under the laws of this State.

Witness my official signature hereunto submitted and the Great Seal of the State of Minnesota: given and affixed this twenty-first day of March in the year of our Lord one thousand nine hundred and eighty-three

[Handwritten Signature]
Secretary of State

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