



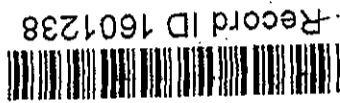
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MASTER DECLARATION RAMSEY TOWN CENTER

This Master Declaration (the "Master Declaration") is made as of the 5th day of AUGUST 2005 by Ramsey Town Center LLC, a Minnesota limited liability company, (the "Master Declarant"), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act ("MCIOA" or the "Act").

RECITALS

- A. Master Declarant owns that certain real property located in Anoka County, Minnesota, legally described in Exhibit A, attached hereto (collectively the "Property").
- B. Master Declarant intends to establish a general plan and uniform scheme of development and improvement for the Property, as described in the Master Governing Documents, as a mixed use development containing commercial property, municipal offices, single-family detached, and single-family attached Dwellings, in multi-unit buildings.
- C. Master Declarant has established Ramsey Town Center Community Association as a Minnesota non-profit corporation to act as a "master association" within the meaning of MCIOA for the purpose of administering and providing certain limited services for the benefit of the Property.
- D. Master Declarant and other third parties own the real estate legally described in Exhibit C, attached hereto (collectively the "Additional Property").

E. The real property served by the Master Association will include real property subject to MCIOA as well as real property not subject to MCIOA, as described in this Master Declaration.

F. Master Declarant desires to establish for the Property, and for any Additional Property subjected to this Master Declaration, a plan for a permanent mixed-use community to be owned, occupied and operated for the use, health, safety and welfare of its Owners and Occupants, and for the purpose of preserving the value, the structural quality, and the original architectural and aesthetic character of the Property, and to that end wishes to subject the Property to this Master Declaration.

G. This Master Declaration is not intended to create a common interest community pursuant to MCIOA.

H. As of the date of the initial recording of this Master Declaration, the total number of Residential Units subject to the Master Declaration is 0, and the total number of platted parcels intended for residential use is approximately 10. Up to 2,168 additional Residential Units may be created by the addition of real estate or the subdivision of existing platted parcels.

NOW, THEREFORE, Master Declarant subjects the Property to this Master Declaration, declaring that this Master Declaration shall constitute covenants to run with the Property, and that the Property shall be owned, used, operated, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens described in this Master Declaration, all of which shall be binding upon all Persons owning or acquiring any, right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

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

1.1 "Additional Property" shall mean the real property legally described in Exhibit C including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Master Declarant has the exclusive right to add to the community.

1.2 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Master Association as they may exist from time to time.

1.3 "Development Area" shall mean and refer to the Property.

1.4 "Dwelling" shall mean and refer to a part of a building consisting of one or more floors, designed and intended for occupancy as a single-family residence, and located in a Neighborhood. Dwellings may include attached or detached single-family homes. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Unit in which the Dwelling is located.

1.5 "Improvement" shall mean and refer to all structures or improvements of any kind which the Master Association is obligated to operate or maintain or on or under any pond or wetland bordering the Property, including without limitation any building, wall, fence, sign, enclosure or screening, utilities system, communications system, irrigation system, roadway, pathway, planting, landscaping, grading, or any other type of structure or physical improvement, whether the purpose is decorative or otherwise, and any addition or changes thereto.

1.6 "Master Annual Assessment" shall mean and refer to a Master Assessment levied annually against all Units under Section 6.2 of this Master Declaration.

1.7 "Master Assessments" shall mean and refer, collectively, to all Assessments levied by the Master Association under Section 6 of this Master Declaration.

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

1.8 "Master Association" shall mean Ramsey Town Center Community Association, a Minnesota non-profit corporation.

1.9 "Master Board" or "Master Board of Directors" shall mean and refer to the Board of Directors of the Master Association, which is the governing body of the Master Association.

1.10 "Master Bylaws" shall mean and refer to the Master Bylaws governing the operation of the Master Association, as amended from time to time.

1.11 "Master Common Elements" means all portions of the Property, or interests therein, now or hereafter owned by the Master Association and intended for the common use and enjoyment of all Owners and Occupants and their invitees. The Master Common Elements as of the date of recording of this Master Declaration are the easements described in Exhibit B, attached hereto, and the monuments located or to be located on the described easements.

1.12 "Master Declarant" shall mean and refer to Ramsey Town Center LLC, a Minnesota limited liability company, and any Person who succeeds to any Master Declarant Rights.

1.13 "Master Declarant Control Period" The time period during which Master Declarant has the exclusive right to appoint the members of the Master Board, as described in Section 12 of this Master Declaration.

1.14 "Master Declarant Rights" shall mean and refer to the exclusive rights reserved to Master Declarant to control the Master Association and complete the development of the Development Area, as described in this Master Declaration.

1.15 "Master Declaration" shall mean and refer to this instrument and all Exhibits hereto, as amended from time to time, recorded in the Office of the Anoka County Recorder or Registrar of Titles (as applicable).

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

1.17 "Master Rules" shall mean and refer to rules relating to the Master Association's affairs, as approved from time to time by the Master Board, which apply to the entire Property.

1.18 "Master Special Assessment" shall mean and refer to Master Assessments levied against all Units in accordance with Section 6.3 of this Master Declaration.

1.19 "Member" shall mean and refer to a member of the Master Association, as defined in Section 3.4 of this Master Declaration.

1.20 "Mortgagee" shall mean and refer to a Person that is the holder of a loan secured by a mortgage on any portion of the Property, and its successors and assigns.

1.21 "Neighborhood" shall mean and refer to a group of two or more Units, and their related Neighborhood Property (if any), which are designated as a Neighborhood in accordance with Section 3.3 of this Master Declaration.

1.22 "Neighborhood Association" or "Neighborhood Associations" shall mean and refer to the owners' association or associations governing a certain Neighborhood or Neighborhoods. The Neighborhood Association of a Neighborhood which is not a CIC is not required to be incorporated.

1.23 "Neighborhood Board" or "Neighborhood Board of Directors" shall mean and refer to the Board of Directors of a Neighborhood Association.

1.24 "Neighborhood Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by the Neighborhood Association for the benefit of a particular Neighborhood or Neighborhoods, and incident to the operation of such Neighborhood or Neighborhoods, including without limitation any allocation to reserves.

1.25 "Neighborhood Director" shall mean and refer to a member of a Neighborhood Board.

1.26 "Neighborhood Governing Documents" shall mean and refer to the Articles of Incorporation, Bylaws and Declaration governing a particular Neighborhood or Neighborhoods, and Neighborhood Rules.

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

1.28 "Neighborhood Property" shall mean and refer to all real property subject to the Neighborhood Governing Documents of a certain Neighborhood or Neighborhoods.

1.29 "Neighborhood Rules" shall mean and refer to Neighborhood Rules approved from time to time by a Neighborhood Board, which apply only to a particular Neighborhood or Neighborhoods.

1.30 "Nonresidential Building" shall mean and refer to a building designed and intended for non-residential occupancy.

1.31 "Nonresidential Unit" shall mean and refer to a platted lot, including outlots, designed and intended to be occupied by a Nonresidential Building, whether or not any Nonresidential Building is actually constructed on the Unit.

1.32 "Occupant" shall mean and refer to any person or persons, other than an Owner, in possession of or residing in a Unit.

1.33 "Owner" shall mean and refer to the Person who owns a Unit, but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B.1-103(29) of MCIOA. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.

1.34 "Person" shall mean and refer to a natural individual, corporation, limited liability company, partnership, trust/trustee, other or legal entity capable of holding title to real property.

1.35 "Property" shall mean and refer to the real property subject to this Master Declaration, or other property which is subjected to this Master Declaration from time to time pursuant to Section 2.2 or 2.3 of this Master Declaration, including the Dwellings, Nonresidential Buildings, and all other structures and improvements located thereon now or in the future. The Property as of the date of this Master Declaration is legally described in Exhibit A attached hereto.

1.36 "Residential Unit" shall mean and refer to a Unit designed and intended to be occupied by one or more Dwellings, whether or not any Dwelling is actually constructed on the Unit.

1.37 "Residential Rental Unit" shall mean a platted lot, including outlots, intended to be occupied by multifamily housing structures which are not common interest communities.

1.38 "Unit" shall mean a platted part of the Property, including Outlots, designed and intended to be occupied by Dwellings which are located in a Neighborhood, or designed and intended to be occupied by a Nonresidential Building, including all improvements thereon.

Any terms used in the Governing Documents, and defined in MCIOA and not in this Section, shall have the meaning set forth in MCIOA.

SECTION 2 PROPERTY

2.1 Property. The Property subject to this Master Declaration is described in Exhibit A, attached hereto. Exhibit A may be amended from time to time to include some or all of the other property, as authorized by Section 2.2.

2.2 Annexation of Other Property. All or any portion of the Additional Property may be added to the Property and subjected to this Master Declaration with the prior written approval of (i) the Master Board, and (ii) Master Declarant so long as Master Declarant owns an unsold Unit for sale or has the unexpired right to subject any portion of the Additional Property to this Master Declaration. Any Property so annexed may be designated as a Neighborhood or as a Nonresidential Unit. In connection with the annexation of such

property, the Master Governing Documents shall be amended as necessary to fairly allocate Common Expense obligations, voting rights, and memberships.

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

SECTION 3 ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

3.1 Formation/Purposes/Powers. Master Declarant has caused the Master Association to be formed by the filing of Articles of Incorporation with the State of Minnesota. The Master Association is formed and shall have the power, (i) to monitor and maintain, repair, and replace as necessary the signs and entrance monuments identifying Ramsey Town Center, (ii) to maintain and irrigate boulevard landscaping on the public rights of way identified on Exhibit D attached hereto and other areas, to the extent not delegated to neighborhood association, (iii) to implement and provide mosquito control measures for drainage and ponding areas on the adjacent properties used for drainage and ponding areas serving Ramsey Town Center, (iv) to administer and enforce the covenants, conditions, restrictions, and other obligations set forth in the Master Governing Documents and the Master Rules, and (v) to cooperate with the Neighborhood Boards and Owners of Nonresidential Units to preserve and enhance the architectural and environmental character and value of the Property, (vi) to secure the insurance provided Section 10, and (vi) to retain professional management to assist in Association Administration.

3.2 Authority and Administration. The operation and administration of the Master Association shall be governed by the Master Governing Documents, the Master Rules, MCIOA and the Minnesota Non-Profit Corporation Act, Minnesota Statutes Chapter 317A (the "Incorporation Act"). The Master Association shall only have the limited powers described in Sections 3.1 and 3.2, unless the powers are expanded in accordance with Section 3.2.4.

3.2.1 The Master Association shall have the powers described in the Master Governing Documents, MCIOA, the Nonprofit Corporation Act and any other applicable laws.

3.2.2 All power and authority of the Master Association shall be vested in the Master Board, unless action or approval by the Members is specifically required by the

Master Governing Documents or MCIOA. All references to the Master Association shall mean the Master Association acting through the Master Board unless specifically stated to the contrary.

3.2.3 The Master Association shall act as a "Master Association" within the meaning of Section 515B.2-121 of MCIOA. The Master Association shall have authority to exercise only the limited powers set forth in Section 3.1 on behalf of its Members and all Owners and Occupants, subject to expansion pursuant to Section 3.2.4. All Neighborhood Governing Documents shall contain provisions delegating such limited powers to the Master Association, as contemplated by Section 515B.2-121.

3.2.4 It is recognized that, while the Master Association's powers are limited by this Master Declaration, the interests of the Members may be served in the future by expanding such powers. Accordingly, the powers of the Master Association may be expanded by amending this Master Declaration, and applicable provisions of the Declarations governing all Neighborhoods, which are affected by the expansion of powers. In addition, any Neighborhood Association may delegate to the Master Association any or all of the authority and powers of the Neighborhood Association, which delegation shall become effective and upon written acceptance of such delegation by the Master Association, which may be withheld in the sole discretion of the Master Association. No Neighborhood Governing Documents shall be amended to change the Master Association powers in any way without the prior written approval of (i) the Master Board, and (ii) the Master Declarant so long as Master Declarant owns an unsold Unit for sale or has the unexpired right to subject any Property to this Master Declaration.

3.3 Neighborhoods. Each parcel of land designated and intended for development as one housing group, except Residential Rental Units; under a single Neighborhood Association shall be designated as a Neighborhood. Every Residential Unit, except Residential Rental Units, shall be located within a Neighborhood. By way of illustration and not limitation, a condominium, planned community, cooperative, or single-family detached housing group may be designated as a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type. New, additional Neighborhoods may be created on property added pursuant to Section 2.2. Neighborhoods are subject to division or combination into more or fewer Neighborhoods in accordance with the Master Governing Documents. Certain limited powers accruing to a Neighborhood under its Neighborhood Governing Documents shall be delegated to the Master Association as provided in Section 3.2.

3.3.1 A Neighborhood shall be created by, and the Units within a Neighborhood shall be subject to a recorded Neighborhood Declaration containing covenants, conditions, restrictions and easements consistent with the Master Governing Documents. The Master Declarant shall review and approve the

Neighborhood Declarations, which approval shall not be unreasonably withheld or delayed. Master Declarant shall ensure that the Neighborhood Governing Documents delegate to the Master Association the powers described in this Master Declaration and are otherwise consistent with the Master Governing Documents. Following the creation of a Neighborhood, this Master Declaration may be amended to (i) redesignate Neighborhood boundaries, (ii) change the number of Units in a Neighborhood or (iii) combine or divide two or more Neighborhoods, as provided in Section 12; provided that the Neighborhood Governing Documents shall be amended as necessary to properly reflect such changes, and to fairly reallocate voting rights, Common Expense obligations and memberships.

3.3.2 One or more Neighborhoods may petition the Master Board for a combination or a division of the Neighborhood or Neighborhoods. Such change may be made only with the written approval of (i) the Neighborhood Boards of the affected Neighborhoods, (ii) the Master Board, and (iii) the Master Declarant so long as it owns a Unit for sale. The petition shall include specific details of the proposed combination or division, together with whatever additional information may be required by the Master Board. The Neighborhood or Neighborhoods making the petition shall be responsible for the payment of all fees and costs in connection with the petition and implementation of the combination or division. The Master Governing Documents and Neighborhood Governing Documents shall be amended as necessary to reflect the combination or division properly, and to reallocate voting rights, Common Expense obligations and memberships fairly.

3.3.3 Each Neighborhood Board shall be elected by the Owners of Units which are located in that Neighborhood. The Neighborhood Board shall represent the Owners in the Neighborhood in all matters with respect to the Master Association, including voting, as more fully described in this Section 3 of the Master Bylaws.

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

3.4.1 Each Neighborhood Association shall have one membership in the Master Association. The owner of each platted lot, including platted outlots, occupied or intended to be occupied by a Nonresidential Building, shall have one membership in the Association. The owner of each platted lot, including outlots, occupied or intended to be occupied by Residential Rental Unit or Units, shall have one membership in the Master Association. The membership shall attach to a Neighborhood Association at the time the Neighborhood Declaration governing the Neighborhood is recorded. Except as expressly provided in this Master Declaration, a membership shall be appurtenant to and shall not be separated from the Neighborhood Association or Nonresidential Unit to which it is attached, and shall be automatically transferred to any successor Neighborhood Association or Owner of a Nonresidential Unit.

3.4.2 Rights with respect to a Neighborhood membership shall be exercised by the Neighborhood Board on behalf of the Owners whose Units are located in the Neighborhood.

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

3.4.4 Additional memberships in the Master Association may be created only by (i) subjecting additional property to this Master Declaration, and for any portion of the additional property that consists of Residential Units, designating the annexed property as one or more Neighborhoods, or (ii) by subdividing a Neighborhood or a Nonresidential Unit, all in accordance with this Master Declaration.

3.4.5 Memberships may be combined upon the combination or divided upon the division of one or more Neighborhoods or Nonresidential Units as provided in Section 3.3.2. One membership shall attach to each surviving Neighborhood Association, Nonresidential Unit, or Residential Rental Unit.

3.5 Member Voting. Each Neighborhood Association shall be entitled to one vote in the affairs of the Master Association. The owner of each platted lot upon which a Nonresidential Building is located or intended to be located, including outlots, or a Residential Rental Unit, shall be entitled to one vote in the affairs of the Master Association for each such platted lot owned. The vote shall be exercised by the Member as provided in the Master Bylaws.

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

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

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

3.9 Management. The Master Board may delegate to a manager or managing agent the management duties imposed upon the Master Association's Officers and Directors by the Master Governing Documents. However, such delegation shall not relieve the Officers and Directors of the ultimate responsibility for the performance of their duties as prescribed by the Master Governing Documents and by law. Master Declarant and/or an affiliate of the Master Declarant may be employed as the manager of the Master Association and/or the Development Area pursuant to a separate agreement, the terms of which may extend beyond the expiration or surrender of the Master Declarant Control Period.

3.10 Master Rules. The Master Board shall have exclusive authority to approve and implement such reasonable Master Rules as it deems necessary from time to time for the purpose of exercising and implementing its powers; provided that the Master Rules shall not be inconsistent with the Master Governing Documents, Neighborhood Governing Documents, or MCIOA. The inclusion in other parts of the Master Governing Documents of authority to approve Master Rules shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Master Rules shall be effective only after reasonable notice thereof has been given to the Members and Owners.

3.11 Appointment of Officers and Directors by Master Declarant. Notwithstanding anything to the contrary in the Master Governing Documents, from and after the date of recording of this Master Declaration, Master Declarant shall have the exclusive right to appoint the Officers and Directors of the Master Association for the Master Declarant Control Period as set forth in Section 12.

SECTION 4 OWNERS' PROPERTY RIGHTS

4.1 General. Although some of the Memberships in the Master Association are attached to the Neighborhood Associations, the rights and obligations created by the Master Governing Documents are primarily intended to benefit the Owners and Occupants of the Units, and their invitees. Except as expressly provided in this Master Declaration, the rights and obligations attributable to a Unit shall pass with the title to the Unit as an appurtenance thereto, whether or not specifically described.

4.2 Acquisition of Property by Master Association. The Master Association shall have the power and authority to acquire and hold title to such interests in real and personal property, as it may deem beneficial to its Members, without subjecting such property to this Master Declaration. Such interests may include fee simple or other ownership interests, liens, leaseholds, easements, licenses, or any other possessory or use interests.

4.3 Members' Rights and Obligations. Subject to the provisions of this Master Declaration, all Members, Owners and Occupants shall have the rights and obligations

described in the Master Governing Documents and, if applicable, their respective Neighborhood Governing Documents, all of which rights and obligations shall be appurtenant to and pass with the title to each Unit. Notwithstanding the foregoing, all Units, and the rights of the Members, Owners and Occupants shall be subject to the following:

4.3.1 The rights of the Master Association and Master Declarant under the Master Governing Documents, the Master Rules, MCIOA and other applicable law.

4.3.2 Restrictions, easements or other conditions referred to in this Master Declaration or contained in any plat or other recorded instrument affecting the Development Area.

4.3.3 The right of fire, police, health, sanitation, and other public service personnel and vehicles to have access to the Development Area for the purpose of performing their authorized duties.

4.3.4 The rights of the Master Association to levy Master Assessments, including fines and charges, or to pursue other remedies, in accordance with this Master Declaration.

4.3.5 The rights of the holder of any mortgage which is prior or superior to the rights or interests reserved or established by this Master Declaration by reason of having been recorded prior to the recording of this Master Declaration or as otherwise provided by this Master Declaration.

SECTION 5 EASEMENTS

The following appurtenant easements and rights are hereby granted or reserved:

5.1. Master Association Access for Maintenance. A nonexclusive easement in favor of the Master Association, its Directors, Officers, agents, and employees, including without limitation any management agent or service vendor retained by the Master Association, for reasonable access on and across any Neighborhood Property or Nonresidential Unit for the purpose of fulfilling the maintenance obligations of the Master Association under the Master Governing Documents. This easement shall be (i) exercised only during reasonable hours and then, whenever practicable, only upon advance notice to any Owner or Occupant directly affected, and (ii) limited to portions of the Neighborhood Property which are unimproved with Dwellings or other structures, or landscaping and to portions of Nonresidential Units which are unimproved with Nonresidential Buildings or other improvements or landscaping. The Master Association shall take reasonable care to avoid damaging the property on which the easement is located and shall repair any property damage

arising out of the exercise of the easement rights, and shall take reasonable care to avoid interfering with the use of the property.

5.2 Project Sign Easements. A nonexclusive easement in favor of the Master Declarant and the Master Association for reasonable access on and across any Unit to erect and maintain on any Master Common Element monument signs and related improvements identifying the Property or specific Neighborhoods, Nonresidential Units or Buildings, or features. In exercising their rights under said easements, Master Declarant and the Master Association shall take reasonable care to avoid damaging the property on which the easement is located, and shall repair any damage arising out of the exercise of the easement rights, and shall take reasonable care to avoid interfering with the use of the property.

5.3 Restriction on Easement Grants. No Owner or Member shall grant any easement or similar rights upon any portion of the Development Area without prior written approval of the Master Board; provided, that such approval shall be unreasonably withheld if the easement is for a purpose consistent with this Master Declaration and does not prejudice the rights of any Owners or the Master Declarant.

5.4 Continuation and Scope of Easements. The rights and easements granted or reserved under this Section 5 shall be appurtenant, unless otherwise indicated. The easements shall supplement and not limit any easements described elsewhere in this Master Declaration, any Neighborhood Declaration or any other recorded instrument.

SECTION 6 ASSESSMENTS FOR COMMON EXPENSES

6.1. General. Master Assessments for Common Expenses shall be determined and assessed against the Members by the Master Board, in its discretion, subject to the requirements and procedures set forth herein, and the requirements of the Bylaws. Master Assessments for Common Expenses shall include Annual Assessments under Section 6.2, Special Assessments under 6.3 and Neighborhood Assessments under Section 6.4. Annual and Special Assessments shall be allocated among the Members as provided in this Section 6. Notice of Master Assessments shall be given to the Members as provided in the Master Bylaws. Members which are Neighborhood Associations shall collect and remit the amount of one year's Master Annual Assessments to the Master Association upon the closing of each sale of a Dwelling within each Neighborhood Association to third parties.

6.2. Master Annual Assessments. Master Annual Assessments shall be established and levied annually by the Master Board. All Master Annual Assessments shall be allocated based on the surface area, in square feet of each Neighborhood Property, Nonresidential Unit, or upon Residential Rental Unit relative to the area, in square feet, of all Properties. Each Master Annual Assessment shall cover all of the anticipated Common Expenses of the Master

Association for that upcoming year. Master Annual Assessments shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the Common Elements for which the Master Association is responsible. Master Annual Assessments shall be payable in quarterly or annual installments, as determined by the Master Board.

6.3 Master Special Assessments. In addition to Annual Assessments, and subject to the limitations set forth hereafter, the Master Board may levy in any Assessment year a Special Assessment for the purpose of defraying in whole or in part (i) the cost of any unforeseen or unbudgeted Common Expenses, (ii) maintenance, repair or replacement of improvements for which the Master Association is responsible, and (iii) general or specific reserves for maintenance, repair or replacement. Any such Special Assessment shall be allocated based on the area of each Neighborhood Property or Nonresidential Unit relative to the area of all Neighborhood Properties and Nonresidential Units subject to this Declaration.

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

6.4.1 Except as otherwise expressly authorized by this Master Declaration, any Common Expense or portion thereof benefiting fewer than all of the Units may be assessed against only the Units benefited.

6.4.2 Assessments made pursuant to any such special allocation may be levied at any time by the Master Board; however, to the extent that such assessments can be budgeted prior to the start of the Master Association fiscal year, they shall be levied at the same time as the Annual Assessments.

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

6.5.1 Except as otherwise expressly authorized by the Master Declaration, any Master Common Expense or portion thereof benefiting fewer than all of the Neighborhoods shall be assessed against only the Neighborhood or Neighborhoods benefited.

6.5.2 A Neighborhood Assessment shall be deemed to be automatically allocated among and levied against the Parcels located in the Neighborhood equally, or based upon such other common expense sharing formula as may be set forth in the Neighborhood Governing Documents for that Neighborhood.

6.5.1 Neighborhood Assessments may be levied at any time by the Master Board; however, to the extent that the Neighborhood Assessments can be budgeted prior to the start of the Master Association fiscal year, they shall be levied at the same time as the General Assessments. Neighborhood Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of those parts (if any) of the Dwellings, Nonresidential Buildings and other Improvements which the Master Association is obligated to maintain, repair or replace.

6.6 Assessment Procedures. The Master Board shall annually approve the overall Master Association budget for the entire Property, including sub-budgets for assessments allocated against only certain Neighborhoods or Parcels, and levy the assessment, or applicable portion thereof, against the Neighborhoods or Parcels. Owners shall pay the share of the assessment allocated to their Parcels directly to the Master Association. A Neighborhood Assessment shall be automatically allocated among the Parcels in the Neighborhood based upon the allocation provided for in the Neighborhood Governing Documents, without action by the Board of Directors of the Neighborhood. Assessments shall be payable in advance; monthly, quarterly or annually, as determined by the Master Board.

6.7 Liability for Assessments. The Owner of the Parcel at the time an Assessment is payable shall be liable for the share of the common expenses assessed against the Parcel. As Additional Real Estate or other property is subjected to this Master Declaration, the annexed portion of the Additional Real Estate or other property shall become subject to Assessments upon the recording of the amendment to the Master Declaration annexing the Additional Real Estate or other property. The liability shall be joint and several where there are multiple Owners of a Parcel. The liability is absolute and unconditional. No person is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Parcel, by the waiver of any other rights, or by reason of any claim against the Master Association or its officers, directors or agents, for their failure to fulfill any duties under the Master Governing Documents or MCIOA.

6.8 Assessment Lien. The Master Association shall have a lien on each Parcel for any assessment (or pro-rata share thereof) levied against the Parcel from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment becomes due. Fees, charges, late charges, fines and interest charges imposed by the Master Association pursuant to Section 515B.3-102(a)(10), (11) and (12) of MCIOA are liens, and are enforceable as assessments under this Section. Recording of the Master Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of the lien is required.

6.9 Foreclosure of Lien: Remedies. A lien for Common Expenses may be foreclosed against a Parcel (i) by action, or (ii) by advertisement, as provided by Section

515B.3-116 of MCIOA. The Master Association shall have a power of sale to foreclose the lien in a like manner as a mortgage containing a power of sale. The Master Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Parcel so acquired. An Owner or any other person claiming an interest in a Parcel, by the acceptance or assertion of any interest in a Parcel, grants to the Master Association a power of sale and full authority to accomplish the foreclosure by advertisement.

6.10 Lien Priority; Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a Parcel except (i) liens and encumbrances recorded before this Master Declaration, (ii) any first Mortgage on the Parcel to the extent permitted by MCIOA, and (iii) liens for real estate taxes and other governmental assessments or charges against the Parcel.

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

6.12 Exemption of Master Declarant from Liability for Assessments. The Master Declarant shall be exempt from all liability for assessments for common expenses as provided in this Section 6 as to any Unit owned by it until substantial completion of the Unit as evidenced by a certificate of occupancy, for so long as it maintains control of the Master Association as provided in this Master Declaration. The owner of any unit, or parcel of real estate shall also be exempt from the lien for such assessments until a building constituting or located within the unit or other parcel of real estate is substantially completed. Substantial completion shall be evidenced by a Certificate of Occupancy.

SECTION 7 MAINTENANCE

7.1 Maintenance by Master Association. The Master Association shall provide for and be responsible for: (i) the maintenance, repair and replacement of certain signs and project monuments benefiting the Property as a whole as described in Section 3.1, including the Master Common Elements (ii) any other areas it is responsible for under this Master Declaration. Notwithstanding the foregoing, the expense of any maintenance, repair or reconstruction of the Development Area necessitated by the acts or omission of any Owner or Occupant shall be borne solely by the Owner.

7.2 Neighborhood Association and Owner Responsibilities. The responsibilities of the Owners and Neighborhood Associations are as follows:

7.2.1 A Neighborhood Association (i) shall maintain, repair or replace its Neighborhood Property, to the extent required by its Neighborhood Governing Documents, and all streets and all islands and medians, if any, located within the public and private streets within the Neighborhood Property, and (ii) shall pay the cost of removal of said private islands and medians if the City is petitioned for their removal.

7.2.2 Residential Unit Owners shall maintain, repair and replace their Units to the extent required by the Neighborhood Governing Documents for the Neighborhood in which the Residential Unit is located.

SECTION 8 RESTRICTIONS ON USE OF PROPERTY

Ramsey Town Center is intended to be a quality mixed-use development for the use and enjoyment of the Owners and Occupants. The use restrictions contained in this Section are designed to facilitate the various residential, commercial and governmental uses of the Property, and to preserve and protect the physical environment of the Development Area. Accordingly, the following restrictions shall apply to the Property:

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

8.2 Architectural Matters. Improvements or other physical changes to Residential Units or Dwellings located thereon shall be made only as authorized by the Neighborhood Association in which the affected Neighborhood Property is located, in accordance with the applicable Neighborhood Governing Documents.

8.3 Project Signs/Monuments. Any and all project signs, monuments and related landscaping located at the entrances to the Development Area shall be regulated and maintained exclusively by the Master Association. No modifications shall be made to these areas without prior approval of the Master Board.

8.4 Time Shares Prohibited. The time-share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods or ownership intervals is prohibited.

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

SECTION 9 ARCHITECTURAL AND LANDSCAPE STANDARDS

9.1 Standards. The Architectural Review Committee ("ARC") may, in its discretion, impose standards for design, appearance, construction, or development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other governmental laws, codes, or regulations; provided that such standards shall be consistent with the architectural character of the Development Area. It is the intent of Master Declarant to create a general plan and uniform scheme of development of the Property and to create within the Property a community of high quality and harmonious Improvements. Accordingly, an Architectural Review Committee (the "ARC") shall be established as a permanent committee of the Master Association, to oversee, review and regulate all architectural and design matters involving the Property. The ARC shall have the following general powers:

9.1.1 The ARC shall have the exclusive right to approve or disapprove the size, exterior design, color, materials, landscaping and location with respect to all proposed Improvements, as well as the general plan for development of all Neighborhoods.

9.1.2 The ARC shall have the exclusive right to approve or disapprove all proposed additions, changes and any other type of remodeling to the exterior of any existing Dwelling, Nonresidential Building or other Improvement; except for any changes made by Master Declarant.

9.1.3 The ARC may, in its sole discretion, impose standards for design, appearance, construction or development which may be greater or more stringent than standards prescribed in applicable building, zoning or other governmental laws, codes or regulations; provided that such standards shall be consistent with the architectural character and use of the Property as planned and developed by Master Declarant. The primary procedures and regulations governing the ARC are set forth in this Section 9.

9.2 Architectural Review Committee. The ARC shall be a permanent committee of the Master Association, and shall administer and perform the architectural and landscape review and control functions of the Master Association.

9.2.1 The ARC shall initially consist of a minimum of three (3) natural persons, who need not be Owners. Until the expiration of the Master Declarant Control Period the committee members shall be appointed by Master Declarant and shall hold office at the pleasure of Master Declarant. Thereafter, Master Declarant shall have the right to appoint the majority of the members of the ARC so long as Master Declarant has the unexpired right to subject Additional Real Estate to the Declaration or owns a Parcel, and the Master Board shall have the right to appoint the remainder of the members.

9.2.2 Upon the expiration of the Master Declarant Control Period the Master Board shall (i) determine how many persons shall serve on the ARC (which shall be no fewer than three (3) nor more than seven (7) natural persons), (ii) appoint the members of the ARC (subject to Master Declarant's right to appoint the majority of members as provided above), (iii) set reasonable terms of office for the members of the ARC, and (iv) determine which member of the ARC shall serve as its chair. Following the expiration of Master Declarant's right to appoint the majority of the members of the ARC, a majority shall be Owners.

9.2.3 Until the expiration of Master Declarant's right to appoint a majority of the ARC members, meetings of the ARC may be called by Master Declarant or by the chair of the ARC. A majority of the ARC shall constitute a quorum to transact business at any meeting, and the action of a majority of those present shall constitute the action of the ARC.

9.3 Application and Approval Required. No Improvement shall be constructed, erected, removed or planted, nor shall any addition to or any change, replacement or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme' and location of the Improvements shall have been submitted to and approved in writing by the ARC. Approval shall be requested by written application on such forms as may be required by the ARC. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the ARC shall be submitted. The ARC may require submission of samples of building materials and colors proposed to be used. All applications made to the ARC shall be made simultaneously to the appropriate official of any governmental authority having jurisdiction over the subject of the application, if required by the governmental authority. All construction shall be done by contractors approved in writing by the ARC. If the information submitted to the ARC is, in the ARC's sole opinion, incomplete or insufficient in any manner, the ARC may require the submission of additional

information. The approvals required to be given by the ARC shall not be unreasonably withheld.

9.4 Approval Standards. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole and absolute discretion. In approving or disapproving such plans and applications, the ARC shall consider, at a minimum, the following criteria:

9.4.1 Substantial uniformity of color, size, location, type and design for Dwellings and other Improvements in residential Neighborhoods with attached housing or uniform design requirements.

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

9.4.3 Ease of maintenance and repair.

9.4.4 Adequate protection of the Property, the Master Association, Owners and Occupants, and Neighborhood Declarants from liability and liens arising out of the proposed alterations.

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

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

9.5 Notice of Decision. The ARC shall approve or disapprove the application and notify the applicant in writing within thirty (30) days following the receipt of the application and all related information. The notice shall set forth the approval or denial of the application, or any qualifications or conditions of approval. If the ARC disapproves the application, it shall state the grounds upon which the disapproval is based. Any applicant may appeal the decision of the ARC to the Master Board within thirty (30) days of the ARC's decision. The Master Board shall make its determination and notify the applicant within thirty (30) days of receipt of the appeal. The determination of the Master Board shall be final and binding upon the applicant; provided, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Master Declaration, or which violates any governmental law, zoning or building ordinance, or regulation.

9.6 Variances. The ARC may, in its sole discretion, grant variances from the requirements contained herein or as elsewhere promulgated by the ARC, on a case by case basis; provided, that the variance sought (i) involves unique circumstances, (ii) is reasonable and (iii) does not impose a hardship upon other Owners, and (iv) does not violate any governmental law, ordinance, code or regulation. The granting of such a variance by the ARC

shall not nullify or otherwise affect the ARC's right to require strict compliance with its requirements on any other occasion.

9.7 Temporary Structures. No structure or other Improvement of a temporary character such as, but not limited, to manufactured housing, shacks, sheds, animal enclosures, fencing, or accessory buildings or structures, shall be erected, kept or maintained on the Property, except as authorized by the Master Board. This restriction shall not apply to temporary structures authorized or used by Master Declarant or Neighborhood Declarants for development, to construction or sale of Dwellings, or to Nonresidential Buildings throughout the Development Area.

9.8 Changes to Improvements. No Person shall add to or change any Improvement as originally approved or constructed by Master Declarant, a Neighborhood Declarant or the Master Association without the approval of the ARC.

9.9 Outside Lighting. The location, size, type, intensity, spread, color and design of all exterior lighting fixtures must be approved by the ARC.

9.10 Signs. No sign of any kind shall be displayed to the public view on any Unit, except:

9.10.1 Designations, in such styles and materials as the ARC shall by regulation approve, of street addresses and names of occupants;

9.10.2 "For Sale" and "For Rent" signs may be displayed provided that they are in such uniform styles and materials as the ARC shall by regulation approve. The distinctive proprietary signs used by real estate brokers are prohibited;

9.10.3 Election posters during campaigns; and

9.10.4 Master Declarant shall be permitted to erect and maintain upon the Property such signs as it deems useful to advertise the development during the construction and sale periods.

9.11 Environmental Restrictions. In order to preserve and protect the adjacent wetlands, and to comply with local, state and federal laws and regulations, it is necessary to impose certain restrictions on the Property, as follows:

9.11.1 All parts of the Property covered by grass or other living ground cover shall be maintained by a professional maintenance company. Only environmentally safe, government approved fertilizing agents shall be used on the Property. Phosphorus-free fertilizers shall be used on lawns.

9.11.2 All landscaping plans shall be approved by the ARC prior to implementation, and shall comply with the standards established by the ARC and all governmentally imposed environmental requirements.

9.12 Alterations. Except for those made by Master Declarant in consideration of its initial sale of a Dwelling or Nonresidential Building, no Improvement shall be made, or caused or allowed to be made, in any part of the Master Common Elements, or in any part of the Dwelling or Nonresidential Building which affects the Master Common Elements or another Dwelling or Nonresidential Building, or which is visible from the exterior of the Dwelling or Nonresidential Building, without the prior written authorization of the ARC.

9.13 Completion Schedule. Construction of all Improvements for which the approval of the ARC is required under this Master Declaration shall be completed within the time period specified by the ARC.

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

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

9.16 Review Fees. The ARC may adopt a schedule of reasonable fees for processing applications for approval. Such fees, if any, shall be payable to the Master Association at the time that the plans and specifications and other documents are submitted to the ARC. The payment of such fees, as well as other expenses of the ARC required to be paid, shall be deemed to be an Assessment against the Parcel with respect to which the application is made.

9.17 Master Declarant Exemptions. Notwithstanding anything contained herein to the contrary, any Improvements of any nature at any time made or approved by the Master Declarant, including, without limitation, Improvements made or to be made to the Master

Common Elements, or Neighborhood Property, shall not be subject to the review or other procedures of the ARC, but such Improvements shall comply with the plan of development for the Development Area.

9.18 Protection from Liability. Neither Master Declarant, the Master Association nor its directors or officers, the members of the ARC, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any person due to any alleged mistakes in judgment, negligence or any action of the ARC in connection with the approval or disapproval of plans and specifications. The Master Association shall indemnify, defend and hold harmless the ARC and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the ARC or its members. Neither Master Declarant, the directors or officers of the Master Association, the members of the ARC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each person submitting an application for approval shall be solely responsible for the sufficiency of all plans and specifications submitted and for the quality of construction of the Improvements constructed, and shall hold harmless, indemnify and defend the Master Association, Neighborhood Associations, and Master Declarant and their respective officers, directors, committee personnel and agents, from and against all claims, damages and liabilities arising out of the approval or construction of the Improvements to which their application relates.

9.19 No Representation of Compliance. No approval of plans and specifications and no publication of standards by the ARC shall be construed as representing or implying that such plans, specifications, or standards will, if followed, result in properly designed Improvements. Such approvals and standards shall not be construed as representing or guaranteeing that any Dwelling or other Improvement built in accordance therewith was built in a good and workmanlike manner. Neither Master Declarant, the Master Association, nor the ARC shall be responsible or liable for any defects in any plans or specifications submitted or approved; any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations; nor any defects in construction undertaken pursuant to such plans and specifications.

9.20 Additional Standards. The ARC is authorized to promulgate from time to time additional written architectural standards, guidelines and other regulations governing the construction, location, landscaping and design of Improvements, the contents of plans and specifications, and other information required to evidence compliance with this Section 9. Any such publications by the ARC shall be binding and enforceable against all Persons with the respect to all Improvements subject to approval by the ARC.

9.21 City Requirements. The Property shall at all times be constructed, maintained, and operated in accordance with the requirements of all applicable City Code provisions,

including specifically, but not limited to, ordinances relating to shore land management, tree preservation, wetland preservation, erosion and sediment control, water quality, flood plain, storm water management, and building codes, as the same may be amended from time to time, which are hereby incorporated by reference. Additions to structures and facilities shall meet all required principal structure setbacks or setback requirements.

SECTION 10 INSURANCE AND RECONSTRUCTION

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

10.1 General Liability Insurance. Public liability insurance covering the activities of the Master Association and its Officers, Directors, volunteers or employees in connections with its maintenance obligations. Such public liability policy shall provide such coverage, limits and deductibles as the Master Board deems reasonable.

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

10.3 Master Association as Trustee/ Premiums. All insurance coverage maintained by the Master Board shall be written in the name of, and the proceeds thereof shall be payable to, the Master Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners or Neighborhood Associations, as applicable. The premiums for the insurance shall be a Common Expense. The Master Board shall have exclusive authority to negotiate, settle and adjust claims under all policies obtained by the Master Association.

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

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

10.4.2 All policies shall contain a waiver by the insurer of its right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Master Association.

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

10.4.4 All policies shall contain a waiver of subrogation by the insurer as to any claims against the Master Association or Neighborhood Associations, and their Directors and Officers, the Owners, and the Master Association's manager, if any.

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

10.4.6 All liability insurance shall contain cross-liability endorsements to cover liability of the Master Association to an Owner and shall also name the Master Declarant as an additional insured for so long as Master Declarant owns any part of the Property.

10.5 Damage or Destruction to Improvements. In the event of damage to or destruction of improvements located on any Neighborhood Property, but specifically excluding any Improvements owned and insured by the Master Association, which shall be repaired or replaced by the Master Association, the repair and reconstruction of the improvements shall be undertaken in accordance with the requirements and procedures contained in the Neighborhood Governing Documents for the Neighborhood in question.

SECTION 11 COMPLIANCE AND REMEDIES

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

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

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

11.2.2 Impose late charges of up to fifteen percent (15%), or twenty dollars (\$20.00), whichever is greater, of each late payment past due of a Master Assessment or installment thereof, and impose interest at the highest rate permitted by law on all such unpaid amounts.

11.2.3 In the event of default of more than thirty (30) days in the payment of any Master Assessment or installment thereof, all remaining installments of Assessments assessed against the Member may be accelerated by the Master Association, and shall then be payable in full together with all costs of collection and late charges. Reasonable advance written notice, of at least ten (10) days, of the effective date of the acceleration shall be given to the defaulting Person.

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

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

11.3 Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 10.2.3, 4 or 5 of this Section, the Master Board shall, upon written request of the offender, grant to the offender a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Master Board and held within thirty (30) days of receipt of the hearing request by the Master Board, and with at least ten (10) days prior written notice to the offender. If the offender fails to appear at the hearing then the right to a hearing shall be waived and the Master Board may take such action, as it deems appropriate. The decision of the Master Board and the rules for the conduct of hearings established by the Master Board shall be final and binding on all parties. The Master Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing.

11.4 Liability for Owners' and Members' Acts. A Member or Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary

by such Member's or Owner's acts or omissions, to the extent that such expense is not covered by the proceeds of insurance.

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

SECTION 12 MASTER DECLARANT RIGHTS

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

12.1 Complete Improvements. To complete all improvements included in the Master Declarant's development plans or allowed by the Master Declaration, and to make alterations in the Development Area owned by it to accommodate its activities.

12.2. Sales Facilities. To construct, operate and maintain a sales office, management office, models and other development, sales and rental facilities within any part of the Development Area owned by Master Declarant.

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

12.4 Easements. To have and use reasonable access easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Development Area, for the purpose of exercising its special Master Declarant rights;

12.5 Control of Master Association. To control the operation and administration of the Master Association, including without limitation the power to appoint and remove the members of the Master Board until the earliest of: (i) voluntary surrender of control by Master Declarant, (ii) a Master Association meeting which shall be held within 60 days after conveyance to Owners other than a Master Declarant of 75% of the total number of Units

authorized to be included in the Property or (iii) the date ten (10) years following the date of the recording of the Master Declaration.

12.6 Approval of Certain Amendments. As long as Master Declarant owns any part of the Development Area, or has the unexpired right to subject Property to this Master Declaration, Master Declarant's written consent shall be required for any amendment to the Master Governing Documents or Master Rules which directly or indirectly, affects or may affect, Master Declarant's rights under the Master Governing Documents, Neighborhood Governing Documents or MCIOA.

12.7 Add, Relocate and Subdivide Property. To add all or any portion of the Additional Property to the community and to combine or subdivide parts of the Property, as described in Sections 12 and 13.

SECTION 13 RIGHTS TO ADD PROPERTY, RELOCATE AND SUBDIVIDE

13.1 Master Declarant Rights To Change Neighborhoods and Units. Master Declarant shall have the right to add all or any portion of the Additional Property to the Community, to combine, subdivide or relocate boundaries between Units owned by it, and to combine or subdivide Neighborhoods, as provided in this Section. Master Declarant may unilaterally take such action while it owns the property in question, or thereafter as provided in this Section, subject to the following requirements:

13.1.1 Any combination or subdivision shall comply with all governmental laws, codes and regulations applicable to the transaction.

13.1.2 Any membership accruing to a Neighborhood shall be reallocated as determined by the Master Board

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

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

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

13.2 Transfer of Master Declarant Rights. Some or all of the Master Declarant Rights may be voluntarily transferred by Master Declarant by an amendment to this Master

Declaration by a separate instrument signed by Master Declarant and the transferee, and recorded against the portions of the Development Area affected.

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

13.3.1 Master Declarant shall remain liable for any obligation or liability arising prior to the transfer.

13.3.2 Master Declarant shall remain liable for any obligation or liability relating to any Master Declarant Rights retained by Master Declarant.

13.3.3 Master Declarant shall have no liability for any act or omission arising from the exercise of a Master Declarant Right by the transferee of the Master Declarant Right.

13.4 Rights and Obligations of Successor Master Declarant. Any transferee of Master Declarant rights shall be entitled to exercise such Master Declarant Rights and shall be subject to all of the obligations with respect thereto; except (i) misrepresentations of Master Declarant; (ii) warranty obligations of Master Declarant; (iii) breach of fiduciary obligation by Master Declarant or by any Officers or members of the Master Board appointed by Master Declarant, (iv) any liability or obligation imposed on Master Declarant as a result of Master Declarant's acts or omissions after the transfer; and (v) any liability arising out of any Master Declarant Rights retained by the Master Declarant.

SECTION 14 AMENDMENTS

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

14.1 Approvals. The amendment shall have been approved as follows:

14.1.1 All amendments shall be approved by Members holding at least seventy-five percent (75%) of the votes of all Members.

14.1.2 Any amendment that affects any Master Declarant right shall be approved in writing by Master Declarant so long as Master Declarant owns an unsold Unit or has the right to subject Property to this Declaration.

14.1.3 Any amendment which would abolish, diminish or restrict rights expressly granted to the City under this Declaration, or any agreement between the City and Master Declarant, shall be approved in writing by the City.

14.1.4 Notwithstanding any provision to the contrary set forth in this Master Declaration, no approval of any Owner, Member or Association shall be required for an amendment to this Master Declaration adding all or any portion of the Additional Property to the community.

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

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

SECTION 15 INDEMNIFICATION

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

SECTION 16 MISCELLANEOUS

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

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

16.3 Notice. Unless specifically provided otherwise in the Master Governing Documents or MCIOA, all notices required to be given by or to the Master Association, the

Master Board of Directors, the Master Association Officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except as expressly provided otherwise in the Master Governing Documents.

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

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

[Signature Block and Acknowledgement on Following Page]

**EXHIBIT A TO MASTER DECLARATION
RAMSEY TOWN CENTER
LEGAL DESCRIPTION OF REAL ESTATE**

The following property in Ramsey Town Center Addition:

Outlot A
Outlot C
Outlot E
Outlot F
Outlot H
Outlot J

Outlot N
Outlot O
Outlot Q
Outlot U

All that part of OUTLOT W, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows: Beginning at the southeast corner of said OUTLOT W; thence on an assumed bearing of WEST along the southerly line of said OUTLOT W for 719.85 feet to a point of curvature in said southerly line; thence westerly for 53.22 feet along said southerly line along a tangential curve concave to the north, radius 420.00 feet and central angle 07 degrees 15 minutes 37 seconds; thence North 23 degrees 43 minutes 04 seconds East for 200.49 feet; thence on a bearing of East for 692.29 feet to the easterly line of said OUTLOT W; thence on a bearing of SOUTH along said easterly line for 186.92 feet to the point of beginning.

Outlot AA, except the northwesterly 60.00 feet thereof.
Outlot FF
Outlot GG
Outlot HH

Outlot A and Lot 1, Block 1, Ramsey Town Center 4th Addition

**EXHIBIT B TO MASTER DECLARATION
RAMSEY TOWN CENTER
LEGAL DESCRIPTION OF MASTER COMMON ELEMENTS**

A permanent easement for entrance monument purposes over, under and across all that part of OUTLOT H, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which lie southerly of a line drawn parallel with and distant 40.00 feet northerly from the southerly line of said OUTLOT H and which lie westerly of a line drawn parallel with and distant 90.00 feet easterly from the westerly line of said OUTLOT H.

A permanent easement for entrance monument purposes over, under and across all that part of OUTLOT GG, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which lie northerly of a line drawn parallel with and distant 40.00 feet southerly from the northerly line of said OUTLOT GG and which lie easterly of a line drawn parallel with and distant 90.00 feet westerly from the easterly line of said OUTLOT GG;

AND

A permanent easement for entrance monument purposes over, under and across all that part of OUTLOT FF, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which lie southerly of a line drawn parallel with and distant 40.00 feet northerly from the southerly line of said OUTLOT FF and which lie easterly of a line drawn parallel with and distant 90.00 feet westerly from the easterly line of said OUTLOT FF.

A permanent easement for entrance monument purposes over, under and across all that part of OUTLOT N, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which lie northerly of a line drawn parallel with and distant 20.00 feet southerly from the northerly line of said OUTLOT N and which lie westerly of a line drawn parallel with and distant 20.00 feet easterly from the westerly line of said OUTLOT N;

AND

A permanent easement for entrance monument purposes over, under and across all that part of OUTLOT J, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which lie northerly of a line drawn parallel with and distant 20.00 feet southerly from the northerly line of said OUTLOT J and which lie easterly of a line drawn parallel with and distant 20.00 feet westerly from the most easterly line of said OUTLOT J.

A permanent easement for entrance monument purposes over, under and across all that part of OUTLOT F, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which lie northeasterly of a line drawn parallel with and distant 20.00 feet southwesterly from the northeasterly line of said OUTLOT F and which lie southeasterly of a line drawn parallel with and distant 20.00 feet northwesterly from the southeasterly line of said OUTLOT F;

AND

A permanent easement for entrance monument purposes over, under and across all that part of OUTLOT J, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which lie northeasterly of a line drawn parallel with and distant 20.00 feet southwesterly from the northeasterly line of said OUTLOT J and which lie northwesterly of a line drawn parallel with and distant 20.00 feet southeasterly from the northwesterly line of said OUTLOT J.

**EXHIBIT C TO MASTER DECLARATION
RAMSEY TOWN CENTER
LEGAL DESCRIPTION OF ADDITIONAL PROPERTY**

Lot 1, Block 1, Ramsey Town Center Addition

Ramsey Town Center 2nd Addition

Ramsey Town Center 3rd Addition

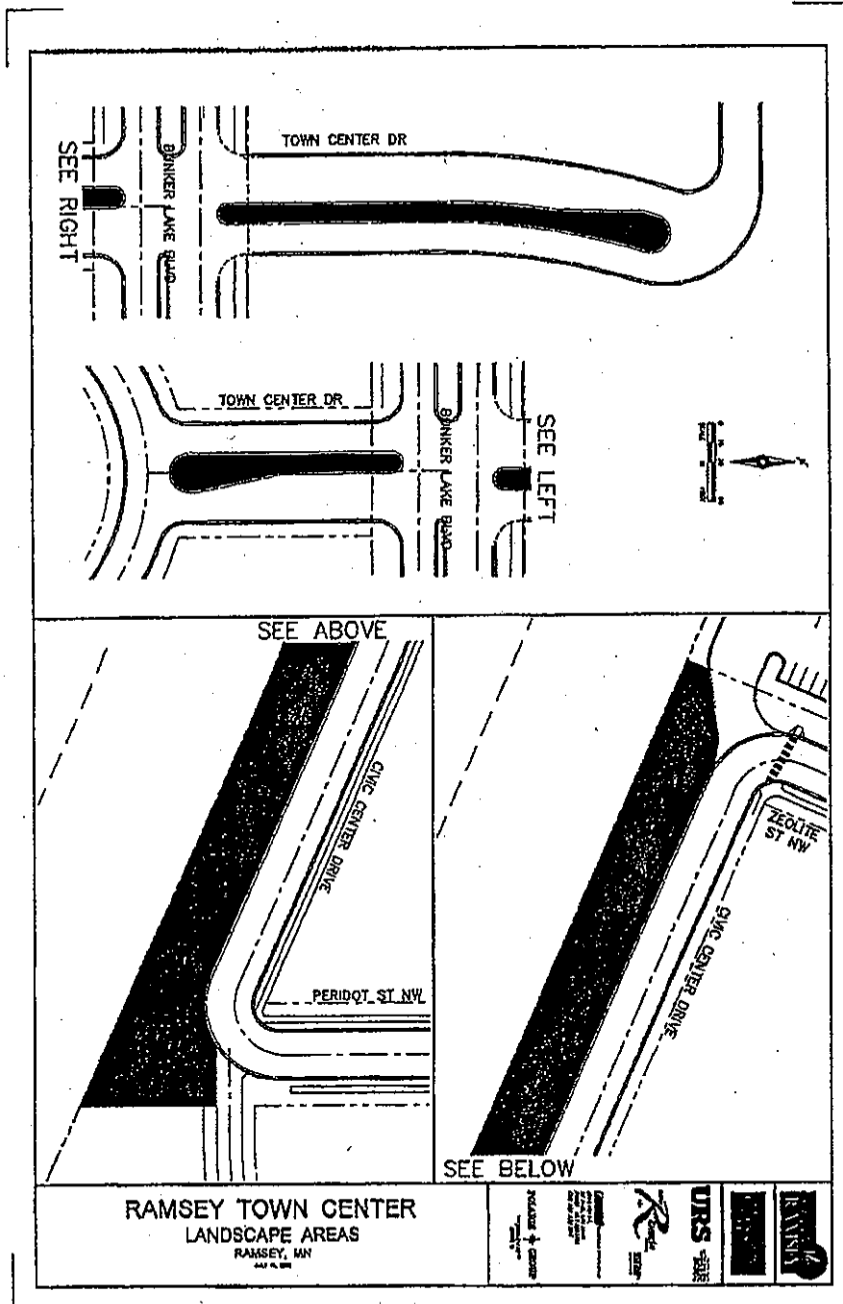
All or a portion of the following described property:

Outlots S,T,X,Y,Z and the northwesterly 60.00 feet of Outlot AA, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota, together with that part of Outlot M of said RAMSEY TOWN CENTER ADDITION, lying southeasterly of the following described line:

Commencing at the northeast corner of said Outlot M; thence North 66 degrees 10 minutes 33 seconds West, assumed bearing along the northerly line of said Outlot M, a distance of 350.00 feet to the point of beginning of the line to be described; thence South 23 degrees 49 minutes 27 seconds West a distance of 274.15 feet to a point on the southerly line of said Outlot M distant 350.00 feet northwesterly from the southeast corner of said Outlot M and said line there terminating.

That part of Outlot W, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota not included in Exhibit A.

EXHIBIT D TO MASTER DECLARATION RAMSEY TOWN CENTER

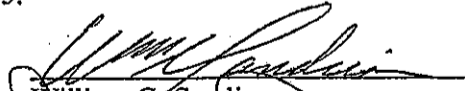
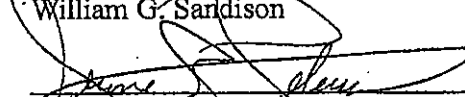
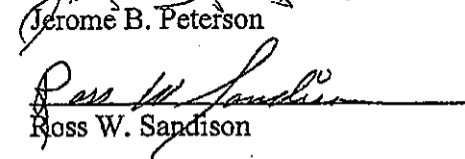


RAMSEY TOWN CENTER

CONSENT AND JOINDER BY MORTGAGEE

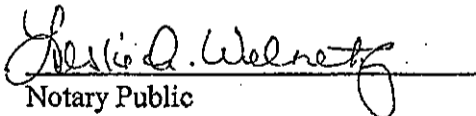
The undersigned (the "Mortgagee") are the Mortgagees of portions of real property described in the Master Declaration of Ramsey Town Center ("the Declaration") by a certain Mortgage recorded in the Office of the Anoka County Recorder and the Anoka County Registrar of Titles (the "Mortgage"). Mortgagees hereby consent to and join in this Declaration; provided that by consenting to and joining in this Declaration, the Mortgagees do not in any manner constitute themselves or obligate themselves as Master Declarants as defined in this Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

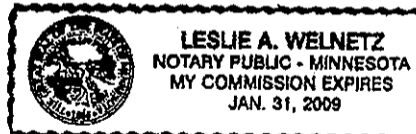
IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 18th day of August, 2005.


William G. Sandison

Jerome B. Peterson

Ross W. Sandison

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 18 day of August, 2005 by William G. Sandison.

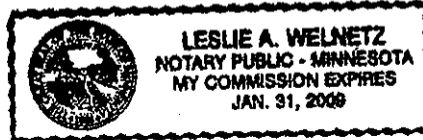

Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 18 day of August, 2005 by Jerome B. Peterson.

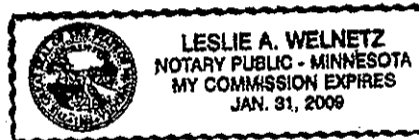
Leslie A. Welnetz
Notary Public



STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 18 day of August, 2005 by Ross W. Sandison.

Leslie A. Welnetz
Notary Public



ANOKA COUNTY MINNESOTA

Document No.: 484495.001 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 09/15/2005 3:09:00 PM

Fees/Taxes In the Amount of: \$48.00

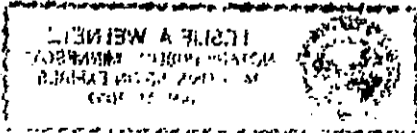
MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1601237



ANOKA COUNTY MINNESOTA

Document No.: 1978252.001 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 09/15/2005 3:10:00 PM

Fees/Taxes In the Amount of: \$48.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1601238

