DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this “Declaration”) is made effective as of January 31, 2003, by and among MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic (“MCDA”); WEST BANK COMMUNITY HOUSING CORPORATION, a Minnesota nonprofit corporation (“West Bank CHC”), RIVERSIDE HOMES OF MINNEAPOLIS LIMITED PARTNERSHIP, a Minnesota limited partnership (“Riverside Homes”); OMAR RAHMAN ANSARI and REBECCA KATHLEEN SHELDON ANSARI, husband and wife (together, “Ansari”); PATRICK E. MIDDEN and ALISON J. MIDDEN (together, “Midden”); ALAN K. NORDSTROM (“Nordstrom”), DAVID A. VAN DYKE (“Van Dyke”) (Ansari, Midden, Nordstrom and Van Dyke are referred to herein collectively as the “Timber Park Owners”); TIMBER PARK CONDOMINIUM ASSOCIATION, a Minnesota nonprofit corporation (“Timber Park”); and TEGENGE T. BELACHEW, a single person (“Belachew”), WAI C. WONG and KIN P. LEE, husband and wife (“Wong & Lee”), and SOM NATH SURI and PROMILA SURI, husband and wife (together, “Suri”) (Belachew, Wong & Lee, and Suri are referred to herein collectively as the “Sand Addition Owners”).

2220735v5
RECITALS

A. MCDA is the fee owner of that certain real property in Hennepin County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein (the “MCDA Property”). The MCDA Property is comprised of fifty-eight (58) residential lots and twenty-nine (29) outlots in the Randy Stoecker Addition, Hennepin County, Minnesota, a generalized drawing of which is attached hereto as Exhibit B and incorporated herein.

B. Riverside Homes leases from MCDA all of the MCDA Property, except that portion described on Exhibit C attached hereto and incorporated herein and the MCDA Vacant Lots (as defined hereinafter), pursuant to that certain Amended and Restated Property Lease and Agreement dated September 15, 1999 and evidenced by a Short Form Lease dated September 15, 1999, recorded in the Office of the Hennepin County Recorder on November 19, 1999 as Document No. 7218369, and recorded in the Office of the Hennepin County Registrar of Titles on December 30, 1999 as Document No. 3240056, as amended by that certain (i) Amendment to Property Lease and Agreement, dated December 8, 1999 and recorded in the Office of the Hennepin County Recorder on December 30, 1999 as Document No. 7236980, (ii) Second Amendment to Property Lease and Agreement, dated January 28, 2000 and recorded in the Office of the Hennepin County Recorder on May 26, 2000 as Document No. 7303029, and (iii) Third Amendment to Property Lease and Agreement of even date herewith, to be recorded in the Office of the Hennepin County Recorder and the Office of the Hennepin County Registrar of Titles (the “Riverside Homes Ground Lease”). The term of the Riverside Homes Ground Lease commenced on September 15, 1999 and expires forty (40) years thereafter, with an option in favor of Riverside Homes to extend the term for an additional twenty (20) years.

C. West Bank CHC leases from MCDA the portion of the MCDA Property described on Exhibit C attached hereto and incorporated herein, pursuant to that certain Condominium Redevelopment Property Lease and Agreement between MCDA and Parcel B Partnership dated November 22, 1989 and evidenced by a Short Form Lease dated November 22, 1989, recorded in the Office of the Hennepin County Recorder on November 29, 1989 as Document No. 5600930, and recorded in the Office of the Hennepin County Registrar of Titles as Document No. 2056706; as amended by that certain First Amendment to Condominium Redevelopment Property Lease and Agreement, dated December 22, 1989 and recorded in the Office of the Hennepin County Registrar of Titles on January 26, 1990 as Document No. 2069965; as further amended by that certain Second Amendment to Condominium Redevelopment Property Lease and Agreement, dated March 27, 1990 and recorded in the Office of the Hennepin County Recorder on March 29, 1990 as Document No. 5643541; as assigned to West Bank CDC, Inc. by that certain Quit Claim Deed, dated February 19, 1991 and recorded in the Office of the Hennepin County Recorder on March 19, 1991 as Document No. 5759864; as further amended by that certain Third Amendment to Condominium Redevelopment Property Lease and Agreement, dated April 9, 1991 and recorded in the Office of the Hennepin County Recorder on May 10, 1991 as Document No. 5776931; as further assigned in part to West Bank CHC by that certain Assignment and Assumption of Ground Lease Agreement of even date herewith, by and
among West Bank CDC, Inc., West Bank CHC, Riverside Homes and MCDA, to be recorded in the Office of the Hennepin County Recorder (as assigned in part to West Bank CHC, the "West Bank CHC Ground Lease").

D. West Bank CHC is also the fee owner of that certain real property in Hennepin County, Minnesota, legally described on Exhibit D attached hereto and incorporated herein (the "West Bank CHC Property").

E. Ansari, Midden, Nordstrom and Van Dyke are the fee owners of that certain real property in Hennepin County, Minnesota, legally described on Exhibit E attached hereto and incorporated herein (the “Ansari Property,” the “Midden Property,” the “Nordstrom Property” and the “Van Dyke Property,” respectively). The Ansari Property, the Midden Property, the Nordstrom Property and the Van Dyke Property are collectively referred to herein as the “Timber Park Property.”

F. Timber Park is responsible for the operation and management of the common elements of the Timber Park Condominium.

G. Belachew, Wong & Lee, and Suri are the fee owners of that certain real property in Hennepin County, Minnesota, legally described on Exhibit F attached hereto and incorporated herein (the “Belachew Property,” the “Wong & Lee Property” and the “Suri Property,” respectively). The Belachew Property, the Wong & Lee Property and the Suri Property are collectively referred to herein as the “Sand Addition Property.”

H. The parties hereto desire to establish certain easements for vehicular ingress and egress, pedestrian ingress and egress, parking and utility purposes for the benefit of the owners and occupants of the MCDA Property, West Bank CHC Property, Timber Park Property and Sand Addition Property.

NOW, THEREFORE, MCDA, Riverside Homes, West Bank CHC, the Timber Park Owners, Timber Park and the Sand Addition Owners agree and declare as follows:

ARTICLE 1
DEFINITIONS

1.1 Recitals. Terms defined in the recitals of this Declaration shall have the meanings set forth therein.

1.2 Additional Definitions. As used in this Declaration, the following terms shall have the following meanings:

“Additional Parking Area” means the parking area to be constructed on Outlot CC pursuant to Section 6.3 of this Declaration.

“Administrator” means the person responsible for the management, operation and
maintenance of the Managed Basement Areas and for exercising MCDA’s rights under the utility easement granted to MCDA pursuant to Section 5.1 of this Declaration.

“Administration Fee” means the fee to be paid to the Administrator for managing, operating and maintaining the Managed Basement Areas in accordance with this Declaration, which fee shall be equal to the sum of (i) fifteen percent (15%) of the Annual Budget adopted pursuant to Section 6.5.2 of this Declaration, excluding the amounts allocated therein for capital improvements and replacements to be funded by the Reserve Account, contributions to the Reserve Account, and the Administration Fee, and (ii) ten percent (10%) of the amounts actually expended from the Reserve Account and any other amounts actually expended for managing, operating and maintaining the Managed Areas in accordance with this Declaration that are not included in clause (i) of this paragraph.

“Annual Budget” means an estimated budget for Basement Area Expenses for a calendar year.

“Basement Areas” means, collectively, all of the Outlots, including all Vehicular Access Basement Areas, Parking Basement Areas, Pedestrian Access Basement Areas and Utility Basement Areas.

“Basement Area Expenses” means all expenses incurred by the Administrator in connection with managing, operating and maintaining the Managed Basement Areas and exercising MCDA’s rights under the utility easement granted to MCDA pursuant to Section 5.1 of this Declaration, including amounts necessary to fund the Reserve Account and to pay the Administration Fee.

“Environmental Law” means all federal, state and local laws, duties and regulations (including common law) relating to health, safety, pollution, compensation for damage or injury caused by pollution, or protection of the environment, all as may be amended from time to time.


“General Vehicular Access Basement Areas” means Outlots K, N, V and W, except the portions thereof that lie within the Parking Basement Areas and such other portions that are not improved with a paved drive or roadway.

“Governmental Authorities” means all federal, state, county, municipal and local governments, and all departments, commissions, boards, bureaus and officers thereof when acting with the force of law.

“Hazardous Substances” means pollutants, contaminants, hazardous substances, hazardous waste, petroleum and fractions thereof, and all other chemicals, wastes, substances and materials regulated by any Environmental Law.
“Initial Parking Assignments” means the assignment of parking stalls within the Parking Basement Areas to particular Residential Units, as depicted on Exhibit G attached hereto and incorporated herein by means of specifying the street number of the Residential Unit to which a particular parking stall has been assigned. In cases where more than one Residential Unit bears a particular street number, the street number refers to the Residential Unit that is nearest to the parking stall.

“Insurance Requirements” means all terms of any insurance policy covering or applicable to the Easement Areas or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Easement Areas.

“Legal Requirements” means all laws, statutes, codes, acts, ordinances, directions and requirements of all Governmental Authorities, and all judicial orders, judgments, decrees and injunctions, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to or required in connection with the Easement Areas or any part thereof, or any use or condition of the Easement Areas or any part thereof, or any construction required or permitted by this Declaration.

“Limited Pedestrian Access Easement Area” means Outlot I.

“Limited Pedestrian Access Lots” means Lots 1 through 4, Block 5, and Lots 1 through 7, Block 6.

“Lot” or “Lots” means a lot or lots designated on the Plat, not including Outlots.

“Managed Easement Areas” means all of the Easement Areas, except those portions of the Utility Easement Areas that are not located on the MCDA Property.

“MCDA Lots” means the Lots located on the MCDA Property.

“MCDA Vacant Lots” means Lots 6 and 7, Block 14.

“Northeast Block Pedestrian Access Easement Areas” means Outlots Y, AA and BB.

“Northeast Block Lots” means Lots 1 through 8, Block 11; Lots 1 through 5, Block 12; Lots 1 through 5, Block 13; and Lots 1 through 7, Block 14.

“Northwest Block Pedestrian Access Easement Areas” means Outlots T and S.

“Northwest Block Lots” means Lots 1 through 6, Block 8; Lots 1 and 2, Block 9; and the Sand Addition Lots.

“Occupant” means an occupant of a Residential Unit, including a tenant occupying the Residential Unit.
“Outlot” or “Outlots” means an outlot or outlots designated on the Plat.

“Owner” means a fee owner of the Lots and Outlots and Timber Park Units, currently consisting of MCDA, West Bank CHC, the Timber Park Owners and the Sand Addition Owners; provided, however, that during the terms of the Riverside Homes Ground Lease and the West Bank CHC Ground Lease, including any modifications, extensions or renewals thereof, “Owner” with respect to those Lots and Outlots that Riverside Homes leases pursuant to the Riverside Homes Ground Lease, as amended from time to time, means Riverside Homes, its successors and/or assigns, and “Owner” with respect to those Lots and Outlots that West Bank CHC leases pursuant to the West Bank CHC Ground Lease, as amended from time to time, means West Bank CHC, its successors and/or assigns.

“Owner’s Property” means, with respect to MCDA, the MCDA Property, with respect to West Bank CHC, the West Bank CHC Property, with respect to the Timber Park Owners, the Timber Park Property as their interests appear, and with respect to the Sand Addition Owners, the Sand Addition Property as their interests appear; provided, however, that for purposes of exercising Owner voting rights under this Declaration during the terms of the Riverside Homes Ground Lease and the West Bank CHC Ground Lease, including any modifications, extensions or renewals thereof, “Owner’s Property” with respect to MCDA means the MCDA Vacant Lots only, “Owner’s Property” with respect to West Bank CHC means the West Bank CHC Property and the Lots and Outlots leased by West Bank CHC under the West Bank CHC Ground Lease, as amended from time to time, and “Owner’s Property” with respect to Riverside Homes means the Lots and Outlots leased by Riverside Homes under the Riverside Homes Ground Lease, as amended from time to time.

“Parking Basement Areas” means the portions of the Outlots that are designated for parking, as depicted by parking stalls on Exhibit G attached hereto and incorporated herein, and the portion of Outlot CC that the Administrator designates for parking upon completion of the Additional Parking Area.

“Pedestrian Access Basement Areas” means collectively, the Northeast Block Pedestrian Access Basement Areas, the Northwest Block Pedestrian Access Basement Areas, the Southeast Block Pedestrian Access Basement Areas, the Southwest Block Pedestrian Access Basement Area, the Limited Pedestrian Access Basement Area, the Sand Addition Pedestrian Access Basement Areas, the Timber Park Pedestrian Access Basement Areas and the General Pedestrian Access Basement Areas.

“Plat” means the plat of the Randy Stoecker Addition, as recorded in the Offices of the Recorder of Deeds and Registrar of Titles in and for Hennepin County, Minnesota.

“Platted Property” means all of the Lots and Outlots designated on the Plat.

“Real Estate Taxes” means the aggregate of all taxes, rates, charges, levies or assessments now or hereafter imposed by a competent authority.

“Reserve Account” means a reserve cash account established and maintained to cover
unforeseen operating expenses, whether unforeseen in kind or amount, and expenditures for repair and replacement of improvements located within the Managed Easement Areas from time to time.

“Residential Unit” means each residential living unit located on a Lot and providing complete, independent living facilities for one family, and each Timber Park Unit. For example, a duplex consists of two (2) Residential Units.

“Sand Addition Lots” means the Lots located on the Sand Addition Property, consisting of Lots 1 through 3, Block 10.

“Sand Addition Pedestrian Access Easement Areas” means Outlots R, S and T.

“Sand Addition Vehicular Access Easement Area” means Outlot R, except the portions thereof that lie within the Parking Easement Areas and such other portions that are not improved with a paved drive or roadway.

“Southeast Block Pedestrian Access Easement Areas” means Outlots A, F and G.

“Southeast Block Lots” means Lots 1 through 3, Block 1; Lots 1 and 2, Block 2; Lots 1 through 5, Block 3; Lots 1 through 6, Block 4; Lots 1 through 4, Block 5; and Lots 1 through 7, Block 6.

“Southwest Block Pedestrian Access Easement Area” means Outlot P.

“Southwest Block Lots” means the Lots located within the Southwest Block, consisting of Lots 1 through 6, Block 7.

“Timber Park Condominium” means Condominium No. 654, Hennepin County, Minnesota.

“Timber Park Units” means the condominium units located on the Timber Park Property.

“Timber Park Pedestrian Access Easement Areas” means Outlots B, J, K, L, M, N, O and that part of Outlot A which lies southerly of a line running from the southeast corner of Outlot B to the northwest corner of Outlot J.

“Timber Park Vehicular Access Easement Area” means Outlot N, except the portions thereof that lie within the Parking Easement Areas and such other portions that are not improved with a paved drive or roadway.

“Utility Easement Areas” means those portions of the MCDA Lots and West Bank CHC Lots that are burdened by the easements for Utility Facilities granted pursuant to Section 5.1 of this Declaration.

“Utility Facilities” means all delivery systems and facilities that provide an Owner’s Property with utilities, including without limitation sanitary sewers, storm sewers and drains, water and gas lines, electrical power lines, telephone lines, cable television lines, and
monitoring and control devices for energy and utility consumption, fire or other emergency and security, together with all replacements of such facilities and all such facilities as are relocated in accordance with this Declaration.


"Visitor Parking Stall" means a vehicle parking stall depicted on Exhibit G hereto and designated thereon as a "Visitor" parking stall, and such other parking stalls as may be designated for visitor parking by the Administrator in the future.

"West Bank CHC Lots" means the Lots located on the West Bank CHC Property.

ARTICLE 2

VEHICULAR ACCESS EASEMENTS

2.1 Grant of Vehicular Access Easement for MCDA Lots and West Bank CHC Lots. MCDA hereby grants a permanent, non-exclusive easement for the benefit of and appurtenant to the MCDA Lots and the West Bank CHC Lots on, over and across the General Vehicular Access Basement Areas for purposes of vehicular ingress and egress to and from the MCDA Lots and the West Bank CHC Lots, subject to the terms and conditions set forth herein. Such easement shall be for the use of the Owners and Occupants of the MCDA Lots and the West Bank CHC Lots, their respective successors and assigns and their respective guests and invitees.

2.2 Grant of Vehicular Access Easement for Timber Park Units. MCDA hereby grants a permanent, non-exclusive easement for the benefit of and appurtenant to the Timber Park Units on, over and across the Timber Park Vehicular Access Basement Area for purposes of vehicular ingress and egress to and from the Timber Park Property, subject to the terms and conditions set forth herein. Such easement shall be for the use of the Owners and Occupants of the Timber Park Units, their respective successors and assigns and their respective guests and invitees.

2.3 Grant of Vehicular Access Easement for Sand Addition Lots. MCDA hereby grants a permanent, non-exclusive easement for the benefit of and appurtenant to the Sand Addition Lots on, over and across the Sand Addition Vehicular Access Basement Area for purposes of vehicular ingress and egress to and from the Sand Addition Lots, subject to the terms and conditions set forth herein. Such easement shall be for the use of the Owners and Occupants of the Sand Addition Lots, their respective successors and assigns and their respective guests and invitees.
ARTICLE 3

PARKING EASEMENTS

3.1 Grant of Owner/Occupant Parking Easements for MCDA Lots and West Bank CHC Lots. MCDA hereby grants exclusive parking easements for the benefit of and appurtenant to those MCDA Lots and West Bank CHC Lots that contain Residential Units to which Initial Parking Assignments have been made, and, effective upon completion of the Additional Parking Area, also for the benefit of and appurtenant to the MCDA Vacant Lots. Such easements shall be for the use of the Owners and Occupants of the benefitted Lots, their respective successors and assigns and their respective guests and invitees. Subject to Section 3.5 below, the easement granted for each such Lot, other than the MCDA Vacant Lots, shall be limited to use of the parking stall(s) assigned to the Residential Unit(s) located on such Lot under the Initial Parking Assignments. Subject to Section 3.5 below, the easement granted for each of the MCDA Vacant Lots shall be limited to use of two (2) parking stalls in the Additional Parking Area, as assigned by the Administrator upon completion of construction. The easement(s) granted for each Lot shall also include the right of ingress and egress to and from the parking stall(s) assigned to the Residential Unit(s) located on such Lot, on, over and across the paved drives and roadways that connect such parking stall(s) to a public street.

3.2 Grant of Visitor Parking Easement for MCDA Lots and West Bank CHC Lots. Subject to Section 3.5 below, MCDA hereby grants a permanent, non-exclusive easement for the benefit of and appurtenant to the MCDA Lots and West Bank CHC Lots for purposes of visitor parking on, over and across all of the Visitor Parking Stalls, subject to the terms and conditions set forth herein. Such easement shall be for the temporary use of the guests and invitees of the Owners and Occupants of the MCDA Lots and West Bank CHC Lots, their respective successors and assigns. The easement granted herein shall include the right of ingress and egress to and from the Visitor Parking Stalls on, over and across the paved drives and roadways that connect the Visitor Parking Stalls to a public street.

3.3 Grant of Visitor Parking Easement for Sand Addition Lots. MCDA hereby grants a permanent, non-exclusive easement for the benefit of and appurtenant to the Sand Addition Lots for purposes of visitor parking on, over and across the Visitor Parking Stalls located on Outlots R, S, U, V and W, subject to the terms and conditions set forth herein. Such easement shall be for the temporary use of the guests and invitees of the Owners and Occupants of the Sand Addition Lots, their respective successors and assigns. The easement granted herein shall include the right of ingress and egress to and from such Visitor Parking Stalls on, over and across the paved drives and roadways that connect such Visitor Parking Stalls to a public street.

3.4 Grant of Visitor Parking Easement for Timber Park Units. MCDA hereby grants a permanent, non-exclusive easement for the benefit of and appurtenant to the Timber Park Units for purposes of visitor parking on, over and across the Visitor Parking Stalls located on Outlots J and N, subject to the terms and conditions set forth herein. Such easement shall be for the temporary use of the guests and invitees of the Owners and Occupants of the Timber Park Units, their respective successors and assigns. The easement granted herein shall include the right of...
ingress and egress to and from the Visitor Parking Stalls on, over and across the drives and roadways that connect the Visitor Parking Stalls to a public street.

3.5 Relocation of Parking Easements. The Administrator shall have the right to change the Initial Parking Assignments, and subsequent parking assignments, from time to time with the advance consent of each Owner whose Owner/Occupant parking assignments are to be changed. The Administrator shall also have the right to relocate the Visitor Parking Stalls as the Administrator deems best for the common good of the Owners, provided that the total number of Visitor Parking Stalls available to the Owners and Occupants is not reduced. The easement(s) granted pursuant to Sections 3.1 through 3.4 above shall be relocated in accordance with any changes made pursuant to this Section 3.5, effective for Owner/Occupant parking stalls at such time as the Administrator and the affected Owner(s) shall agree, and effective for Visitor Parking Stalls at such time as the Administrator has notified the affected Owners and Occupants in writing and has relocated the signage.

ARTICLE 4

PEDESTRIAN ACCESS EASEMENTS

4.1 Grant of Pedestrian Access Easement for MCDA Lots and West Bank CHC Lots. MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the General Pedestrian Access Easement Areas for the benefit of and appurtenant to the MCDA Lots and West Bank CHC Lots for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easement shall be for the use of the Owners and Occupants of the MCDA Lots and West Bank CHC Lots, their respective successors and assigns and their respective guests and invitees.

4.2 Grant of Pedestrian Access Easement for Sand Addition Lots. MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the Sand Addition Pedestrian Access Easement Areas for the benefit of and appurtenant to the Sand Addition Lots for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easement shall be for the use of the Owners and Occupants of the Sand Addition Lots, their respective successors and assigns and their respective guests and invitees.

4.3 Grant of Pedestrian Access Easement for Timber Park Units. MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the Timber Park Pedestrian Access Easement Areas for the benefit of and appurtenant to the Timber Park Units for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easement shall be for the use of the Owners and Occupants of the Timber Park Units, their respective successors and assigns and their respective guests and invitees.

4.4 Grant of Additional Pedestrian Access Easement for Northeast Block Lots. MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the Northeast Block Pedestrian Access Easement Areas for the benefit of and appurtenant to the Northeast Block Lots for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easements shall be for the use of the Owners and Occupants of the Northeast
Block Lots, their respective successors and assigns and their respective guests and invitees.

4.5 **Grant of Additional Pedestrian Access Easement for Northwest Block Lots.** MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the Northwest Block Pedestrian Access Easement Areas for the benefit of and appurtenant to the Northwest Block Lots for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easements shall be for the use of the Owners and Occupants of the Northwest Block Lots, their respective successors and assigns and their respective guests and invitees.

4.6 **Grant of Additional Pedestrian Access Easement for Southeast Block Lots.** MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the Southeast Block Pedestrian Access Easement Areas for the benefit of and appurtenant to the Southeast Block Lots for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easements shall be for the use of the Owners and Occupants of the Southeast Block Lots, their respective successors and assigns and their respective guests and invitees.

4.7 **Grant of Additional Pedestrian Access Easement for Southwest Block Lots.** MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the Southwest Block Pedestrian Access Easement Area for the benefit of and appurtenant to the Southwest Block Lots for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easements shall be for the use of the Owners and Occupants of the Southwest Block Lots, their respective successors and assigns and their respective guests and invitees.

4.8 **Grant of Additional Pedestrian Access Easement for Limited Pedestrian Access Lots.** MCDA hereby grants a permanent, non-exclusive easement on, over, across and through the Limited Pedestrian Access Easement Area for the benefit of and appurtenant to the Limited Pedestrian Access Lots for purposes of pedestrian ingress and egress, subject to the terms and conditions set forth herein. Such easement shall be for the use of the Owners and Occupants of the Limited Pedestrian Access Lots, their respective successors and assigns and their respective guests and invitees.

**ARTICLE 5**

**UTILITY EASEMENTS**

5.1 **Grant of Utility Easements for MCDA Lots and West Bank CHC Lots.** MCDA and West Bank CHC hereby grant to each other for the benefit of and appurtenant to the MCDA Lots and West Bank CHC Lots, permanent, non-exclusive easements on, over, under and across the grantor Owner's Property for the use and necessary maintenance, repair, replacement or relocation of any Utility Facilities located on, or under the grantor Owner’s Property and serving the grantee Owner’s Property. The easement areas shall be limited to those portions of the grantor Owner’s Property that are reasonably necessary for the continued existence, maintenance, repair and replacement of the Utility Facilities located on, or under such Owner's Property, together with reasonable access therefor, including, without limitation, access for emergency or unexpected maintenance and repair. Such easements shall be used only in such manner as will not unreasonably disturb or interfere with the grantor Owner's use or enjoyment.
of the grantor Owner’s Property, and the grantee Owner will promptly repair any damage or disturbance to the grantor Owner’s Property caused thereby. Except in the case of gross negligence or willful misconduct, neither Owner shall be liable to the other Owner or the Occupants of such other Owner’s Property for any direct or consequential damage for any interruption in any services provided through Utility Facilities located in the easements granted by an Owner under this Section.

ARTICLE 6
OPERATION AND MAINTENANCE OF EASEMENT AREAS

6.1 Appointment of Administrator. MCDA shall have the sole right to act as or appoint the Administrator. MCDA hereby appoints Riverside Homes as the Administrator during the term of the Riverside Homes Ground Lease, including any modifications, extensions or renewals thereof, and Riverside Homes hereby accepts such appointment. MCDA authorizes Riverside Homes to contract with a management company for a term not to exceed two (2) years, to perform any or all of the Administrator’s duties. The management company shall be selected on a fair and commercially reasonable basis. Riverside Homes shall promptly inform MCDA of its selection of a managing company.

6.2 Maintenance of Easement Areas. The Administrator shall be responsible for maintaining the Managed Easement Areas and the improvements located thereon in good condition and repair, including but not limited to roadways, parking areas, sidewalks, signs, lighting, landscaping and Utility Facilities located in the Easement Areas and serving Residential Units located on the MCDA Property. The Administrator shall be responsible for removing debris, refuse and snow from the roadways, parking areas and sidewalks in the Managed Easement Areas. The Administrator shall mark each Visitor Parking Stall with appropriate signage. The Administrator shall have no responsibility for Utility Facilities that serve only Residential Units located on property other than the MCDA Property.

6.3 Improvements. The Administrator shall develop the Additional Parking Area with approximately twelve (12) new parking stalls, subject to approval by the City of Minneapolis and any other regulatory body with jurisdiction over the project. The Administrator may also, subject to Section 6.5.4 below, construct, install and maintain such other permanent or temporary improvements, structures and equipment within the Managed Easement Areas as may be desirable or reasonably necessary for the use, enjoyment, maintenance and operation of the Managed Easement Areas.

6.4 Rules and Regulations. The Administrator may from time to time, in consultation with Owners and residents of the Residential Units, develop and disseminate rules and regulations governing the use of the Managed Easement Areas for the common good of the Owners and residents who have the right to use them under this Declaration. Prior to the implementation of any such rules and regulations, the Administrator shall hold a meeting for such Owners to vote on the proposed rules and regulations. Written notice of the meeting, including a copy of the proposed rules and regulations, shall be sent to such Owners not less than thirty (30) days prior to the date of the meeting. No rule or regulation shall be implemented until
it has been approved by the Owners who have the right to use the Managed Easement Area(s) to which the rule or regulation would apply. In exercising such approval, each such Owner shall be entitled to one (1) vote for each Residential Unit located on the Owner’s Property. Owner approval shall be deemed given upon the affirmative vote of at least fifty-one percent (51%) of the votes cast in person by all Owners who are entitled to vote.

6.5 Easement Area Expenses.

6.5.1 Allocation of Expenses. The Easement Area Expenses incurred in connection with each Managed Easement Area shall be divided equally among the Residential Units granted rights to such Managed Easement Area. Each Owner’s proportionate share of the Easement Area Expenses for any Managed Easement Area shall be determined by multiplying the number of Residential Units located on the Owner’s Property by the amount of the Easement Area Expenses per Residential Unit as determined under the immediately preceding sentence for such Managed Easement Area. Notwithstanding the foregoing, the Administrator may assess Easement Area Expenses arising from the negligent acts or intentional misdeeds of an Owner, or benefiting one or more, but not all, of the Residential Units having rights in a Managed Easement Area, only against the Residential Unit(s) owned by the offending Owner or against the benefited Residential Unit(s) as the case may be. Until December 31, 2003, the monthly Easement Area Expenses for any given Residential Unit shall be the amount shown for that Residential Unit on Exhibit H attached hereto and made a part hereof.

6.5.2 Annual Budget. The Administrator shall, at least sixty (60) days prior to the beginning of each calendar year, prepare and send to Owners the Annual Budget for Easement Area Expenses for such calendar year. The Annual Budget shall include without limitation (a) a description of the operating costs and expenses, including taxes, insurance, utilities, and maintenance and repairs proposed for the calendar year and cost estimates for such work, (b) a description of the capital improvements and replacements to be funded by the Reserve Account and cost estimates for the same, and (c) amounts, if any, to be contributed to the Reserve Account. Not later than thirty (30) days prior to the commencement of the calendar year, the Administrator shall hold a meeting for Owners to comment on the Annual Budget. Written notice of the meeting, including a copy of the proposed Annual Budget, shall be sent to Owners not less than thirty (30) days prior to the date of the meeting. The Annual Budget shall be subject to approval by the Owners if required by Section 6.5.4 below, and in any event the Administrator shall give the Owners’ comments due consideration in developing the Annual Budget. The Administrator shall use diligent and good faith efforts to operate and maintain the Managed Easement Areas in accordance with the Annual Budget.

6.5.3 Billing. The Administrator shall bill each Owner quarterly for its share of the Easement Area Expenses, as provided in the Annual Budget, on or before the first day of January, April, July and October of each year. Each Owner shall pay the invoiced amount within thirty (30) days after the date of the invoice. Within sixty (60) days after the end of each calendar year, the Administrator shall provide each Owner with a
statement of the Easement Area Expenses actually incurred in such calendar year. If the amount paid by the Owner for the calendar year exceeded the share of actual expenses allocable to such Owner, the Administrator shall refund the excess to the Owner by check. If the amount paid by the Owner for the calendar year was less than the share of actual expenses allocable to such Owner, the Owner shall pay the balance owed to the Administrator within thirty (30) days after receipt of the annual statement, provided that any budget deficits requiring Owner approval under Section 6.5.4 below have already been approved. Amounts contributed to or paid from the Reserve Account during the calendar year shall be disregarded when determining whether an Owner has overpaid or underpaid such Owner’s share of Easement Area Expenses. Any amounts not paid by the due dates established herein shall accrue interest at the maximum rate permitted under law. So long as Timber Park is solvent and capable of executing its financial responsibilities, Timber Park shall act for and on behalf of the Timber Park Owners for receiving bills, making payments and receiving refunds under this Section 6.5.3.

6.5.4 Approval Required for Certain Budget Activities. Owner approval shall be required for (i) any Annual Budget that exceeds the amount of the Annual Budget for the immediately preceding calendar year by more than fifteen percent (15%), (ii) any expense in an Annual Budget that is to be paid from the Reserve Account and that would require an increase in contributions to the Reserve Account by more than 25% of the contributions to the Reserve Account under the current Annual Budget, (iii) any budget deficit that is to be billed to Owners pursuant to Section 6.5.3 above and that exceeds five percent (5%) of the operating expenses or ten percent (10%) of the Reserve Account expenses under the current Annual Budget, and (iv) any special assessment for which the per-unit assessment would exceed the per-unit contribution to the Reserve Account under the current Annual Budget. In exercising such approval, each Owner shall be entitled to one (1) vote for each Residential Unit located on the Owner’s Property. Owner approval shall be deemed given upon the affirmative vote of at least sixty-six percent (66%) of the votes cast in person by all Owners affected by the decision and at least thirty-three percent (33%) of the votes cast in person by those Owners of the West Bank CHC Lots, Sand Addition Lots, MCDA Vacant Lots and Timber Park Units who are affected by the decision. Any portion of a budget deficit that is not approved by the Owners shall be incorporated into the Annual Budget for the next calendar year, subject to Owner approval if required hereunder.

6.6 Emergency and Unscheduled Repairs; Special Assessments. The Administrator may make emergency repairs to the Managed Easement Areas as necessary, in the Administrator’s sole judgment reasonably exercised, to prevent injury or damage to persons or property and, subject to Owner approval if required by Section 6.5.4 above, may levy special assessments against those Owners who hold easement rights to such Managed Easement Areas under this Declaration. The Administrator may also make other unscheduled repairs and capital improvements and replacements to the Managed Easement Areas, and may levy special assessments against those Owners who hold easement rights to such Managed Easement Areas under this Declaration, provided that (i) the Administrator first holds a meeting for the Owners who hold easement rights to the affected Managed Easement Areas, (ii) the Administrator sends
written notice of the meeting, including a description of the proposed activities and estimated costs, at least fifteen (15) days prior to the date of the meeting, and (iii) the proposed activities and costs are approved by the affirmative vote of at least sixty-six percent (66%) of the votes cast in person by the affected Owners and at least thirty-three percent (33%) of the votes cast in person by affected Owners of the West Bank CHC Lots, Sand Addition Lots, MCDA Vacant Lots and Timber Park Units. In exercising such approval, each Owner shall be entitled to one (1) vote for each Residential Unit located on the Owner’s Property. All special assessments levied pursuant to this Section 6.6 shall be paid within thirty (30) days after the date of the invoice therefor, or at the Owner’s option, in twelve (12) monthly installments including interest on any unpaid balance at an annual rate equivalent to the prime lending rate as published in The Wall Street Journal at the beginning of the payment period, plus two percent (2%), or such greater rate as the Administrator pays on money borrowed for the expenditures for which the special assessment was levied. Any amounts not paid by the due dates established herein shall accrue interest at the maximum rate permitted by law.

6.7 Assessment Liens. Upon paying any expense authorized under this Declaration, the Administrator shall automatically have a lien upon each Lot and, subject to the qualifications of this Section 6.7, Timber Park Unit whose Owner is obligated under this Declaration to pay any portion of such expense, for purposes of securing such Owner’s payment. The amount of the lien shall include any interest or late fee provided for herein and the Administrator’s enforcement costs, including reasonable attorneys’ fees. Notwithstanding any provision to the contrary set forth in this Agreement, no lien shall exist or attach to any Timber Park Unit unless Timber Park becomes insolvent or otherwise incapable of executing its financial responsibilities. If any payment due under this Declaration is not made within thirty (30) days after the applicable due date, the Administrator may file a notice of lien against the defaulting Owner’s Lot or, if applicable, Timber Park Unit and may foreclose the lien by action or by advertisement as if it were a mortgage. No such lien shall be binding on any person other than the defaulting Owner until notice of the lien is duly recorded in the appropriate recording office for the property at issue. Any lien provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the applicable Owner’s Property. Nothing in this Section 6.7 shall limit the remedies available to the Administrator under this Declaration; provided, however, that the Administrator’s remedies shall be limited by Minnesota Statutes Section 469.039 as it applies to the MCDA Property, and no lien provided for herein shall attach to the fee title interest in the MCDA Property while MCDA holds such fee title.

6.8 Real Estate Taxes and Utilities. Each Owner agrees to pay all taxes, charges, levies or assessments now or hereafter imposed on the Owner’s Property by any governmental taxing authority, and all utility fees, costs and expenses incurred in connection with providing utility services to the Owner’s Property; provided, however, that all such taxes, charges, levies and assessments imposed on the Managed Easement Areas and all such utility fees, costs and expenses incurred in connection with providing utility services to the Managed Easement Areas, shall be paid as Easement Area Expenses in accordance with Section 6.5 of this Declaration.

6.9 Limitation on Financial Obligations of MCDA. For so long as MCDA owns the MCDA Vacant Lots and the MCDA Vacant Lots remain undeveloped, MCDA shall have no

222033sv5 15
obligation to pay any costs, expenses or assessments provided for under Sections 6.5 or 6.6 hereof; provided, however, that such limitation on MCDA’s obligation shall expire on December 31, 2012. Riverside Homes, its successors and/or assigns, shall pay all costs, expenses and assessments for which MCDA would otherwise be responsible but for the limitation provided in this Section 6.9.

ARTICLE 7

LEGAL COMPLIANCE, ETC.

7.1 Compliance With Laws. Each Owner agrees that the Basement Areas shall be used and occupied in a safe, careful and proper manner in full compliance with Legal Requirements and Insurance Requirements relating to the Basement Areas, whether now in force or hereinafter enacted or promulgated.

7.2 Debris. No Owner shall place or leave, or permit to be placed or left, in or upon any part of the Managed Basement Areas, any debris, garbage or refuse except as deposited in adequate and proper receptacles supplied and placed for that purpose by the Administrator.

7.3 Nuisance. Owners shall not, and shall not permit their agents, tenants, guests or invitees to, (i) use, keep or permit in or about any part of such Owner’s Property or any other Owner’s Property anything of an offensive odor or noxious nature, or anything which could create an unreasonable fire hazard or cause unreasonable noise or other disturbance, or (ii) cause or maintain any nuisance in or about such Owner’s Property or any other Owner’s Property.

7.4 Hazardous Materials; Storage of Materials. Owners shall not, and shall not permit their agents, tenants, guests or invitees to, store, generate or dispose of any Hazardous Substances in or on any part of such Owner’s Property or any other Owner’s Property, except of such type and in such quantities as are typically stored, generated and disposed of in connection with a residential property and so long as such Hazardous Substances are stored, generated and disposed of in accordance with all Legal Requirements.

ARTICLE 8

INSURANCE

8.1 Property Insurance. Each Owner, except MCDA but including Timber Park with respect to the common elements of the Timber Park Condominium, shall maintain in full force and effect, at its sole cost and expense, a policy of property casualty and liability insurance with such coverages and in such amounts as are customary for responsible owners under the circumstances; provided, however, that the Administrator shall be solely responsible for maintaining such insurance coverages on the Managed Basement Areas, the cost of which shall be paid as Basement Area Expenses in accordance with Section 6.5 of this Declaration. The Owners (which for purposes of this Article 8 shall include Timber Park) hereby release one another and the Administrator from any and all liability (to the other Owners or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by
insurance or coverable by a customary policy of insurance, even if such loss or damage shall have been caused by the fault or negligence of the other Owner or the Administrator, or anyone for whom such Owner or the Administrator may be responsible.

8.2 Evidence of Insurance. Each Owner, except MCDA, shall provide the Administrator with evidence that the insurance coverage required hereunder is in full force and effect. In the event that any such insurance expires or is terminated, the affected Owner shall promptly provide the Administrator with evidence that such coverage has been renewed or replaced with insurance that complies with these provisions, without any gaps in coverage.

8.3 Administrator’s Liability Insurance. The Administrator shall obtain and keep in full force and effect a policy of comprehensive general liability insurance written by a responsible casualty or indemnity company authorized to do business in Minnesota and in commercially reasonable amounts.

8.4 Indemnification. Except as provided in Section 8.1 above, each Owner, except MCDA, hereby agrees to indemnify, defend and hold harmless each other Owner from any and all claims, liabilities, losses, damages, costs or expenses (including reasonable attorneys’ fees) incurred by the indemnitee Owner in connection with claims for injuries to any person and damage to or loss of any property (other than claims resulting from the negligent or intentional act or omission of such indemnitee Owner) arising from the indemnitor Owner’s use of the Easement Areas.

ARTICLE 9

JOINDER BY GROUND TENANTS

9. West Bank CHC and Riverside Homes hereby join in the grant of the easements created herein and agree that the West Bank CHC Ground Lease and the Riverside Homes Ground Lease, and all rights of West Bank CHC and Riverside Homes thereunder, are and shall be subject and subordinate to this Declaration.

ARTICLE 10

GENERAL PROVISIONS

10.1 Remedies; Waiver. The following shall constitute an event of default under this Declaration: (i) any party interferes with another party’s access to the Easement Areas or such other party’s use thereof for the purposes permitted under this Declaration, and the interfering party fails to cure such default within forty-eight (48) hours after receiving written notice of the default from the aggrieved party; or (ii) a party defaults in any other manner under this Declaration, including the failure to pay any amount due under this Declaration, and fails to cure such default within thirty (30) days after receiving written notice of the default from the aggrieved party. If the defaulting party fails to cure the default within the applicable cure period set forth in the immediately preceding sentence, the aggrieved party may exercise one or more of the following remedies:
10.1.1 cure the default and charge the cost thereof, including reasonable attorneys' fees, to the defaulting party, and all such costs shall be payable upon demand; and

10.1.2 specific enforcement, injunctive relief, damages, or any other remedy available at law or in equity, provided, however, that before commencing any such action, the parties shall first engage in mediation with a mutually-acceptable mediator experienced in mediating similar disputes, with each party sharing equally the expenses of mediation. If such mediation does not result in an agreement, the aggrieved party may then commence suit for damages or other appropriate relief.

Any action seeking one or more forms of relief shall not be a bar to an action at the same or subsequent time seeking other forms of relief. Any delay in pursuing, or any failure to pursue, remedy for a default hereunder shall not be deemed a waiver of that default or any subsequent default of a similar or different kind, and no waiver of any right or remedy hereunder shall be effective unless in writing and signed by the person against whom the waiver is claimed. The Administrator shall be considered a party for purposes of this Section 10.1. In the event of default in the payment of any assessment provided for in this Declaration, the Administrator may declare the entire assessment due and payable in full.

10.2 **Covenants to Run with Land.** The parties hereto declare that the MCDA Property, the West Bank CHC Property, the Timber Park Property and the Sand Addition Property shall be held, transferred, sold, conveyed, encumbered and occupied subject to the easements, covenants, conditions, and restrictions set forth herein, which shall run with the real property and shall inure to the benefit of and be binding on all parties having any right, title or interest in such properties or any part thereof, and their heirs, successors and assigns.

10.3 **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Platted Property to the general public.

10.4 **Relationship of Parties.** No provision of this Declaration and no action taken pursuant hereto shall create any relationship between the Owners other than as specifically set forth herein.

10.5 **Headings.** The headings to the Articles and Sections of this Declaration are incorporated for convenience only and shall have no effect upon the construction or interpretation of this Declaration.

10.6 **Notices.** Any notice under this Declaration shall be in writing and shall be deemed properly given (a) three (3) business days after mailing by first class United States mail, postage prepaid, or (b) upon receipt by certified or registered mail, overnight courier or personal delivery. Any notice to MCDA shall be addressed to the Minneapolis Community Development Agency, Crown Roller Mill, Suite 200, 105 Fifth Avenue South, Minneapolis, Minnesota 55401. Any notice to Riverside Homes shall be addressed to Riverside Homes of Minneapolis Limited Partnership, 1808 Riverside Avenue, Minneapolis, Minnesota 55454, Attention: Executive Director. Any notice to West Bank CHC shall be addressed to West Bank Community Housing
10.7 **Time.** Time is of the essence of this Declaration and each and all of its provisions.

10.8 **Amendment or Modification.** This Declaration and any of the rights, licenses and easements created herein may be terminated or amended by an instrument duly executed by the parties whose rights and obligations are affected thereby, or their respective heirs, successors or assigns.

10.9 **Consents.** Where any consent or approval is required pursuant to this Declaration, such consent or approval shall not be unreasonably withheld or delayed, except where another standard for granting such consent or approval is specified.

10.10 **Law Applicable.** This Declaration shall be governed by and construed under the laws of the State of Minnesota.

10.11 **Merger Not Intended.** Common ownership of any part of the Platted Property shall not cause this Declaration to be extinguished by operation of merger.

[The balance of this page is intentionally left blank]
LIST OF EXHIBITS

Exhibit A  Legal Description of MCDA Property
Exhibit B  Drawing of Randy Stoecker Addition
Exhibit C  Legal Description of MCDA Property Leased to West Bank Community
            Housing Corporation
Exhibit D  Legal Description of West Bank Community Housing Corporation Property
Exhibit E  Legal Description of Timber Park Property
Exhibit F  Legal Description of Sand Addition Property
Exhibit G  Parking Basement Areas
Exhibit H  Initial Monthly Basement Area Expenses

2220735v5
## LEGAL DESCRIPTION OF MCDA PROPERTY

<table>
<thead>
<tr>
<th>Lots and Blocks</th>
<th>Block</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lots 1, 2 and 3</td>
<td>Block 1</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1 and 2</td>
<td>Block 2</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 2, 3, 4 and 5</td>
<td>Block 3</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 2, 3, 4, 5 and 6</td>
<td>Block 4</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 2, 3 and 4</td>
<td>Block 5</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 3, 4 and 5</td>
<td>Block 6</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 2, 3, 4, 5 and 6</td>
<td>Block 7</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 2, 3, 4, 5 and 6</td>
<td>Block 8</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lot 1</td>
<td>Block 9</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 2, 3, 4, 5, 6, 7 and 8</td>
<td>Block 10</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 2, 3, 4 and 5</td>
<td>Block 11</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 2, 3, 4 and 5</td>
<td>Block 12</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 2, 4, 6 and 7</td>
<td>Block 13</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot A</td>
<td>Block 14</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot B</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot C</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot D</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot E</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot F</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot G</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot H</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot I</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot J</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot K</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot L</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot M</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot N</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot O</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot P</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot Q</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot R</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot S</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot T</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot U</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot V</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot W</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot X</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot Y</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot Z</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot AA</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot BB</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Outlot CC</td>
<td></td>
<td>Randy Stoecker Addition</td>
</tr>
</tbody>
</table>
EXHIBIT B
TO DECLARATION OF EASEMENTS

DRAWING OF RANDY STOECKER ADDITION

(see attached drawing)
EXHIBIT C
TO DECLARATION OF EASEMENTS

LEGAL DESCRIPTION OF MCDA PROPERTY
LEASED BY WEST BANK COMMUNITY HOUSING CORPORATION

Lot 5       Block 8       Randy Stoecker Addition
Lot 1       Block 9       Randy Stoecker Addition
EXHIBIT D
TO DECLARATION OF EASEMENTS

LEGAL DESCRIPTION OF
WEST BANK COMMUNITY HOUSING CORPORATION PROPERTY

<table>
<thead>
<tr>
<th>Lots 2, 6 and 7</th>
<th>Block 6</th>
<th>Randy Stoecker Addition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 1</td>
<td>Block 8</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lot 2</td>
<td>Block 9</td>
<td>Randy Stoecker Addition</td>
</tr>
<tr>
<td>Lots 1, 3 and 5</td>
<td>Block 14</td>
<td>Randy Stoecker Addition</td>
</tr>
</tbody>
</table>
EXHIBIT E
TO DECLARATION OF EASEMENTS

LEGAL DESCRIPTION OF TIMBER PARK PROPERTY

Ansari Property:

Unit No. 702  Timber Park Condominium, Condominium No. 654, Hennepin County, Minnesota

Midden Property:

Unit No. 704  Timber Park Condominium, Condominium No. 654, Hennepin County, Minnesota

Nordstrom Property:

Unit No. 706  Timber Park Condominium, Condominium No. 654, Hennepin County, Minnesota

Van Dyke Property:

Unit No. 708  Timber Park Condominium, Condominium No. 654, Hennepin County, Minnesota

Each of the above-described properties includes an undivided 25% interest in all of the common elements of Timber Park Condominium, Condominium No. 654, Hennepin County, Minnesota.
EXHIBIT F
TO DECLARATION OF EASEMENTS

LEGAL DESCRIPTION OF SAND ADDITION PROPERTY

Suri Property:

Lot 1  Block 10  Randy Stoecker Addition

Wong & Lee Property:

Lot 2  Block 10  Randy Stoecker Addition

Belachew Property:

Lot 3  Block 10  Randy Stoecker Addition
EXHIBIT G
TO DECLARATION OF EASEMENTS
PARKING EASEMENT AREAS

(see attached drawings)
NOTE: THIS SURVEY CERTIFICATE IS NOT VALID WITHOUT A RAISED SEAL.

COPYRIGHT © 2001, C.R. COULTER & ASSOCIATES, INC.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Date: 10/28/01  Hc.No. 18792

David W. Peterson

C. R. COULTER & ASSOCIATES, INC.
LICENSED LAND SURVEYORS IN MINNESOTA, WISCONSIN AND IOWA

Wood Park I
Suite 210
1000 East 144th St.
Burnsville, Minnesota 55337-4656
Phone: 612-466-3850  Fax: 612-466-9859
E-mail: coulter@466.net

Scale: 1/2" = 1'-0"
Scales: 7/16" 1/8"

Revised: 1 of 1
EXHIBIT H
TO DECLARATION OF EASEMENTS

INITIAL MONTHLY EASEMENT AREA EXPENSES

(see following 4 pages)
<table>
<thead>
<tr>
<th>Address</th>
<th>Lot #</th>
<th>Living Units</th>
<th>Monthly Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block 1, Lots 1-3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>725 19th Ave. S.</td>
<td>1</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>727 19th Ave. S.</td>
<td>2</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>729 19th Ave. S.</td>
<td>3</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>Block 2, Lots 1-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>713-715 19th Ave. S.</td>
<td>1</td>
<td>4</td>
<td>$141.49</td>
</tr>
<tr>
<td>717 19th Ave. S.</td>
<td>2</td>
<td>2</td>
<td>$70.74</td>
</tr>
<tr>
<td>Block 3, Lots 1-5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>705 19th Ave. S</td>
<td>1</td>
<td>2</td>
<td>$70.74</td>
</tr>
<tr>
<td>701 19th Ave. S</td>
<td>2</td>
<td>2</td>
<td>$70.74</td>
</tr>
<tr>
<td>1917 S. 7th St.</td>
<td>3</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>1915 S. 7th St.</td>
<td>4</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>1913 S. 7th St.</td>
<td>5</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>Block 4, Lots 1-6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1919, 1921, 1923 S. 7th</td>
<td>1</td>
<td>4</td>
<td>$141.49</td>
</tr>
<tr>
<td>1925 S. 7th St.</td>
<td>2</td>
<td>2</td>
<td>$70.74</td>
</tr>
<tr>
<td>1929 S. 7th St.</td>
<td>3</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>706 20th Ave. S.</td>
<td>4</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>708 20th Ave. S.</td>
<td>5</td>
<td>1</td>
<td>$35.37</td>
</tr>
<tr>
<td>712, 714 20th Ave. S.</td>
<td>6</td>
<td>3</td>
<td>$106.12</td>
</tr>
<tr>
<td>Block 5, Lots 1-4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>716A 20th Ave. S.</td>
<td>1</td>
<td>1</td>
<td>$42.90</td>
</tr>
<tr>
<td>716B 20th Ave. S.</td>
<td>2</td>
<td>1</td>
<td>$42.90</td>
</tr>
<tr>
<td>716C 20th Ave. S.</td>
<td>3</td>
<td>1</td>
<td>$42.90</td>
</tr>
<tr>
<td>716D 20th Ave. S.</td>
<td>4</td>
<td>1</td>
<td>$42.90</td>
</tr>
<tr>
<td>Address</td>
<td>Lot #</td>
<td>Living Units</td>
<td>Monthly Assessment</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Block 6, Lots 1-7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>720 20th Ave. S.</td>
<td>1</td>
<td>2</td>
<td>$85.80</td>
</tr>
<tr>
<td>724 20th Ave. S.</td>
<td>2</td>
<td>1</td>
<td>$42.90</td>
</tr>
<tr>
<td>1928 S. 8th St.</td>
<td>3</td>
<td>1</td>
<td>$42.90</td>
</tr>
<tr>
<td>1926 S. 8th St.</td>
<td>4</td>
<td>2</td>
<td>$85.80</td>
</tr>
<tr>
<td>1924 S. 8th St.</td>
<td>5</td>
<td>2</td>
<td>$85.80</td>
</tr>
<tr>
<td>1916 S. 8th St.</td>
<td>6</td>
<td>2</td>
<td>$85.80</td>
</tr>
<tr>
<td>1912 S. 8th St.</td>
<td>7</td>
<td>2</td>
<td>$85.80</td>
</tr>
<tr>
<td>Block 7, Lots 1-6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1809 S. 7th</td>
<td>1</td>
<td>1</td>
<td>$48.63</td>
</tr>
<tr>
<td>1811 S. 7th</td>
<td>2</td>
<td>1</td>
<td>$48.63</td>
</tr>
<tr>
<td>1813 S. 7th</td>
<td>3</td>
<td>1</td>
<td>$48.63</td>
</tr>
<tr>
<td>1815 S. 7th</td>
<td>4</td>
<td>1</td>
<td>$48.63</td>
</tr>
<tr>
<td>1817 S. 7th</td>
<td>5</td>
<td>1</td>
<td>$48.63</td>
</tr>
<tr>
<td>1819 S. 7th</td>
<td>6</td>
<td>1</td>
<td>$48.63</td>
</tr>
<tr>
<td>Block 8, Lots 1-6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1816 S. 7th St.</td>
<td>6</td>
<td>3</td>
<td>$108.52</td>
</tr>
<tr>
<td>1818 S. 7th St</td>
<td>5</td>
<td>1</td>
<td>$36.17</td>
</tr>
<tr>
<td>1822 S. 7th St.</td>
<td>4</td>
<td>2</td>
<td>$72.35</td>
</tr>
<tr>
<td>1828 S. 7th St.</td>
<td>3</td>
<td>2</td>
<td>$72.35</td>
</tr>
<tr>
<td>620 19th Ave. S.</td>
<td>2</td>
<td>2</td>
<td>$72.35</td>
</tr>
<tr>
<td>616 19th Ave. S.</td>
<td>1</td>
<td>2</td>
<td>$72.35</td>
</tr>
<tr>
<td>Block 9, Lots 1-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1815 S. 6th St.</td>
<td>1</td>
<td>1</td>
<td>$36.17</td>
</tr>
<tr>
<td>1819 S. 6th St.</td>
<td>2</td>
<td>1</td>
<td>$36.17</td>
</tr>
<tr>
<td>Address</td>
<td>Lot #</td>
<td>Living Units</td>
<td>Monthly Assessment</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Block 10, Lots 1-3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>602 19th Ave. S.</td>
<td>1</td>
<td>1</td>
<td>$14.47</td>
</tr>
<tr>
<td>612 19th Ave. S.</td>
<td>2</td>
<td>1</td>
<td>$14.47</td>
</tr>
<tr>
<td>614 19th Ave. S.</td>
<td>3</td>
<td>1</td>
<td>$14.47</td>
</tr>
<tr>
<td>Block 11, Lots 1-8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1918 S. 7th St.</td>
<td>1</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>1916 S. 7th St.</td>
<td>2</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>1912 S. 7th St.</td>
<td>3</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>1910 S. 7th St.</td>
<td>4</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>1906 S. 7th</td>
<td>5</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>625, 627 19th Ave. S.</td>
<td>6</td>
<td>4</td>
<td>$136.27</td>
</tr>
<tr>
<td>617, 619, 621 15th Av. S.</td>
<td>7</td>
<td>9</td>
<td>$306.62</td>
</tr>
<tr>
<td>613 19th Ave. S.</td>
<td>8</td>
<td>3</td>
<td>$102.21</td>
</tr>
<tr>
<td>Block 12, Lots 1-5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1917 S. 6th St.</td>
<td>1</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>1917 ½ S. 6th St.</td>
<td>2</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>1919 S. 6th St.</td>
<td>3</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>1919 ½ S. 6th St.</td>
<td>4</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>1921 S. 6th St.</td>
<td>5</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>Block 13, Lots 1-5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>601 19th Ave. S.</td>
<td>1</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>1903 S. 6th St.</td>
<td>2</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>1907 S. 6th St.</td>
<td>3</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>1911 S. 6th St.</td>
<td>4</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>1913 S. 6th St.</td>
<td>5</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>Address</td>
<td>Lot #</td>
<td>Living Units</td>
<td>Monthly Assessment</td>
</tr>
<tr>
<td>------------------------</td>
<td>-------</td>
<td>--------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>Block 14, Lots 1-7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>602 20th Ave. S.</td>
<td>1</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>604 20th Ave. S.</td>
<td>2</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>606 20th Ave. S.</td>
<td>3</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>608 20th Ave. S.</td>
<td>4</td>
<td>3</td>
<td>$102.21</td>
</tr>
<tr>
<td>616 20th Ave. S.</td>
<td>5</td>
<td>2</td>
<td>$68.14</td>
</tr>
<tr>
<td>Undeveloped Lot</td>
<td>6</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>Undeveloped Lot</td>
<td>7</td>
<td>1</td>
<td>$34.07</td>
</tr>
<tr>
<td>Timber Park</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>702 19th Ave. S.</td>
<td>702</td>
<td>1</td>
<td>$13.95</td>
</tr>
<tr>
<td>704 19th Ave. S.</td>
<td>704</td>
<td>1</td>
<td>$13.95</td>
</tr>
<tr>
<td>706 19th Ave. S.</td>
<td>706</td>
<td>1</td>
<td>$13.95</td>
</tr>
<tr>
<td>708 19th Ave. S.</td>
<td>708</td>
<td>1</td>
<td>$13.95</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be made as of the day and year first above written.

[Signatures]

Wai C. Wong

Kin P. Lee

STATE OF MINNESOTA  )
) ss
COUNTY OF HENNEPIN  )

The foregoing instrument was acknowledged before me this 17th day of DECEMBER 2002 by Wai C. Wong and Kin P. Lee.

[Stamp]

TIMOTHY MUNGAVAN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES JAN. 31, 2005

Notary Public

2220735v5  28
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be made as of the day and year first above written.

Som Nath Suri  
Promila Suri

STATE OF MINNESOTA  )
COUNTY OF HENNEPIN  )

The foregoing instrument was acknowledged before me this 10th day of DECEMBER, 2002 by Som Nath Suri and Promila Suri.

[Signature]
Notary Public

[Stamp]
Mortgagee Consent

The undersigned mortgagee hereby consents to the foregoing Declaration and agrees to be bound by it in the event such mortgagee forecloses its mortgage or accepts a deed in lieu of foreclosure for any property affected by this Declaration.

Mortgage Electronic Registration Systems, Inc

By: ____________________________

Name: Katrina Cherry
Its: Vice President

STATE OF California )
COUNTY OF San Joaquin ) ss

The foregoing instrument was acknowledged before me this 5 day of March, 2003 by Katrina Cherry, the Vice President of Mortgage Electronic Registration Systems, Inc. under the laws of, on behalf of the ____________________________

S. Williams
S. WILLIAMS
COMM # 135369
NOTARY PUBLIC-CALIFORNIA
SAN JOAQUIN COUNTY
My Commission Expires APR 25, 2006
Consent of Lienholder

Wells Fargo Home Mortgage, Inc., a California Corporation ("Lienholder"), hereby consents to the grant of the foregoing Declaration of Easements, Covenants, Conditions & Restrictions, and, joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Declaration of Easements, Covenants, Conditions & Restrictions.

SIGNED AND EXECUTED this 28th day of January, 2003.

Wells Fargo Home Mortgage, Inc.

By: 
Lorna L. Slaughter, Assistant Secretary

STATE of MARYLAND

COUNTY of FREDERICK

BEFORE ME, the undersigned authority, on this day personally appeared Lorna L. Slaughter, Assistant Secretary, of Wells Fargo Home Mortgage, Inc., a California corporation, known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.


Notary Public

My commission expires: 3-09-2003
Mortgagee Consent

The undersigned mortgagee hereby consents to the foregoing Declaration and agrees to be bound by it in the event such mortgagee forecloses its mortgage or accepts a deed in lieu of foreclosure for any property affected by this Declaration.

Approved as to form:

[Signature]
City Attorney

CITY OF MINNEAPOLIS

By: [Signature]
R.T. Rybak
Mayor

Attest: [Signature]
Merry Keefe
City Clerk

Counter-signed: [Signature]
Pat Born
Finance Officer

STATE OF MINNESOTA ) s.
COUNTY OF HENNEPIN ) s.

The foregoing instrument was acknowledged before me this 15th day of March, 2003, by R.T. Rybak, Merry Keefe and Pat Born, the Mayor, City Clerk and Finance Officer, respectively, of the City of Minneapolis, a municipal corporation and a political subdivision of the State of Minnesota, on behalf of the City of Minneapolis.

[Signature]
Notary Public
Mortgagee Consent

The undersigned mortgagee hereby consents to the foregoing Declaration and agrees to be bound by it in the event such mortgagee forecloses its mortgage or accepts a deed in lieu of foreclosure for any property affected by this Declaration.

U.S. BANK NATIONAL ASSOCIATION

By: [Signature]
Name: Mary Ruch
Its: Vice President

STATE OF MINNESOTA    )
COUNTY OF Ramsey    ) ss

The foregoing instrument was acknowledged before me this 20th day of December, 2002 by Mary Ruch, the Vice President of U.S. Bank National Association, a national banking association, on behalf of the association.

Mary B. Larsen
Notary Public
Minnesota
My Commission Expires Jan. 31, 2005
Mortgagee Consent

The undersigned mortgagee hereby consents to the foregoing Declaration and agrees to be bound by it in the event such mortgagee forecloses its mortgage or accepts a deed in lieu of foreclosure for any property affected by this Declaration.

U.S. BANK TRUST NATIONAL ASSOCIATION,
as Trustee

By:  
Name: Joanne M. Fischer  
Its:  Assistant Vice President

STATE OF MINNESOTA    )  
COUNTY OF RAMSEY)  ss

The foregoing instrument was acknowledged before me this 20TH day of December, 2002 by Joanne M. Fischer, the Assistant Vice President of U.S. Bank Trust National Association, a national banking association, on behalf of the association.

Mary R. McCarthy  
Notary Public  
Minnesota  
Mortgagee Consent

The undersigned mortgagee hereby consents to the foregoing Declaration and agrees to be bound by it in the event such mortgagee forecloses its mortgage or accepts a deed in lieu of foreclosure for any property affected by this Declaration.

ASSOCIATED BANK MINNESOTA, NATIONAL ASSOCIATION, a national banking association

By:  
Name:  
Its:  

STATE OF MINNESOTA )
) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 20 day of December, 2002 by Russell Knighten, the Vice President of Associated Bank Minnesota, National Association, a national banking association, on behalf of the association.
Consent of Lienholder

Wells Fargo Home Mortgage, Inc., a California Corporation ("Lienholder"), hereby consents to the grant of the foregoing Declaration of Easements, Covenants, Conditions & Restrictions, and, joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of said mortgage, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Declaration of Easements, Covenants, Conditions & Restrictions.

SIGNED AND EXECUTED this 28th day of January, 2003.

Wells Fargo Home Mortgage, Inc.

By: Lorna L. Slaughter, Assistant Secretary

STATE of MARYLAND

COUNTY of FREDERICK

BEFORE ME, the undersigned authority, on this day personally appeared Lorna L. Slaughter, Assistant Secretary, of Wells Fargo Home Mortgage, Inc., a California corporation, known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.


Notary Public

My commission expires: 3-09-2003
Mortgagee Consent

The undersigned mortgagee hereby consents to the foregoing Declaration and agrees to be bound by it in the event such mortgagee forecloses its mortgage or accepts a deed in lieu of foreclosure for any property affected by this Declaration.

WEST BANK CDC, INC.,
a Minnesota non-profit corporation

By: ____________________________
    Scott Williams
    Its President

By: ____________________________
    Tim Strick
    Its Treasurer

STATE OF MINNESOTA )
    ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 27th day of January, 2003 by Scott Williams and Tim Strick, the President and Treasurer, respectively, of West Bank CDC, Inc., a Minnesota nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public

[Notary Seal]

JOHN O. HULKOHEN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES JAN 31, 2006
Mortgagee Consent

The undersigned mortgagee hereby consents to the foregoing Declaration and agrees to be bound by it in the event such mortgagee forecloses its mortgage or accepts a deed in lieu of foreclosure for any property affected by this Declaration.

MINNEAPOLIS COMMUNITY
DEVELOPMENT AGENCY,
a public body corporate and politic

By: [Signature]

Charles T. Lutz
Its Deputy Executive Director

Approved as to form:

By: [Signature]

Ruben J. Acosta
Assistant Development Counsel

STATE OF MINNESOTA )
) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 22nd day of January, 2003 by Charles T. Lutz, the Deputy Executive Director of Minneapolis Community Development Agency, a public body corporate and politic under the laws of Minnesota, on behalf of the agency.

Notary Public
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be made as of the day and year first above written.

Tegenge T. Belachew

STATE OF MINNESOTA )
 ) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 2002 by Tegenge T. Belachew.

TIMOTHY MUNGAVAN
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES JAN 31, 2005

Notary Public
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be made as of the day and year first above written.

MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY

By: Charles T. Lutz
    Its Deputy Executive Director

Approved as to form:

By: Ruben J. Acosta
    Assistant Development Counsel

STATE OF MINNESOTA )
    ss

COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 27th day of January, 2003 by Charles T. Lutz, the Deputy Executive Director of Minneapolis Community Development Agency, a public body corporate and politic, on behalf of the Agency.

Notary Public

SUSIE SHEPHERD
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2005
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be made as of the day and year first above written.

WEST BANK COMMUNITY HOUSING CORPORATION

By: [Signature]
Scott Williams
Its President

By: [Signature]
Tim Strick
Its Treasurer

RIVERSIDE HOMES OF MINNEAPOLIS LIMITED PARTNERSHIP

By: WBCDC RIVERSIDE, INC.
Its: General Partner

By: [Signature]
Scott Williams
Its President

By: [Signature]
Tim Strick
Its Treasurer

STATE OF MINNESOTA    )
                     ) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 27th day of January, 2003 by Scott Williams and Tim Strick, the President and Treasurer, respectively, of West Bank Community Housing Corporation, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

Notary Public

STATE OF MINNESOTA    )
                     ) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 27th day of January, 2003 by Scott Williams and Tim Strick, the President and Treasurer, respectively, of WBCDC Riverside, Inc., a Minnesota corporation, as general partner of Riverside Homes of Minneapolis Limited Partnership, a Minnesota limited partnership, on behalf of the limited partnership.

Notary Public
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be made as of the day and year first above written.

Omar Rahman Ansari

Rebecca Kathleen Sheldon Ansari

STATE OF MINNESOTA )
) ss
COUNTY OF HENNEPIN )

The foregoing instrument was acknowledged before me this 11th day of December, 2002 by Omar Rahman Ansari and Rebecca Kathleen Sheldon Ansari, husband and wife.

ALISON J. MIDDEN
Notary Public

NOTARY PUBLIC SEAL
My Commission Expires Jan. 31, 2006
IN WITNESS WHEREOF, the undersigned have caused this Declaration to be made as of the day and year first above written.

Patrick E. Midden

Alison J. Midden

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) ss

The foregoing instrument was acknowledged before me this 21st day of December, 2002 by Patrick E. Midden and Alison J. Midden.

Barbara H. Kuhn
Notary Public
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be made as of the day and year first above written.

Alan K. Nordstrom

STATE OF MINNESOTA  )
COUNTY OF HENNEPIN  ) ss

The foregoing instrument was acknowledged before me this 11th day of December, 2002 by Alan K. Nordstrom.

ALISON J. MIDDEN
Notary Public

My Commission Expires Jan. 31, 2006
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be made as of the day and year first above written.

[Signature]
David A. Van Dyke

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) ss

The foregoing instrument was acknowledged before me this 11 day of December, 2002 by David Van Dyke.

[Notary Seal]
ALISON J. MIDDEN
Notary Public
My Commission Expires Jan. 31, 2006
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be made as of the day and year first above written.

TIMBER PARK CONDOMINIUM ASSOCIATION

By: ___________________________
Name: Alan K. Nordstrom
Its: President

By: ___________________________
Name: Rebecca Kathleen Sheldon Ansari
Its: Vice President

STATE OF MINNESOTA )
COUNTY OF HENNEPIN ) ss

The foregoing instrument was acknowledged before me this 1st day of December, 2002 by Alan K. Nordstrom and Rebecca Kathleen Sheldon Ansari, the President and Vice President, respectively, of Timber Park Condominium Association, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.