



LOWER MINNESOTA RIVER WATERSHED DISTRICT

Executive Summary for Action

Lower Minnesota River Watershed District Board of Managers Meeting
Wednesday, June 20, 2024

Agenda Item

Item 7. B. – Cost Share Application from Cambridge Condominiums

Prepared By

Linda Loomis, Administrator

Summary

The LMRWD received an application from Cambridge Condominium in Bloomington. Under the LMRWD guidelines, the applications are due May 15th. Applications are awarded at the June Board meeting. The application was received June 14, 2024, and it is the application the LMRWD has received so far this year.

Under the LMRWD Cost Share guidelines after the May 15th deadline application are considered on a first come first served basis, as long as funds remain in the Cost Share budget, which is \$20,000.

This application is requesting \$20,000, as the application claims the project should be considered a Homeowner Association Business and that because that wasn't an option under the LMRWD Cost guidelines, they should qualify for a \$20,000 grant.

The LMRWD Cost Share webpage is clear that townhomes, condominiums or lake associations qualify for \$7,500. The project proposes to intercept overland flow of stormwater, to slow down and infiltrate stormwater to protect the bank of the pond where this water ends up. The condominium association plans to apply for a Hennepin County Opportunity Grant this fall and has retained the services of Metro Blooms to design the project.

Staff has not visited the site, however, the Association has had both the City and Hennepin County out to the site.

Attachments

Cost Share Application from Cambridge Condominium
Supporting documentation

Recommended Action

No motion recommended



LOWER MINNESOTA RIVER
WATERSHED DISTRICT

Cost Share Grant Application

Application type (check one)

Homeowner Non-profit - 501(c)(3) School
Business or corporation Public agency or local government unit

Project type (check all that apply)

Raingarden Vegetated Swale Infiltration Basin
Wetland restoration Buffer/shoreline restoration Conservation practice Habitat restoration
Pervious hard surface Other _____

Applicant Information

Name of organization or individual applying for grant (to be named as grantee):

Address (street, city and ZIP code):

Phone:

Email address:

Primary Contact (if different from above)

Name of organization or individual applying for grant (to be named as grantee):

Address (street, city and ZIP code):

Phone:

Email address:

Project location

Address (street, city and ZIP code):

Property Identification Number (PID)

Property owners:

Project Summary

Title

Total project cost

Grant amount requested

Estimated start date

Estimated completion date

Is project tributary to a water body?

No, water remains on site

Yes, indirectly

Yes, directly adjacent

Is this work required as part of a permit? No Yes
(If yes; describe how the project provides water quality treatment beyond permit requirement on a separate page.)

Project Details

Checklist To be considered complete the following must be included with the application.

- | | |
|------------------------------|---|
| location map | project timeline |
| site plan & design schematic | proof of property ownership |
| contracted items | plant list & planting plan (if project includes plants) |

Project description Describe the project, current site conditions, as well as site history, and past management. Note any potential impacts to neighboring properties.

What are the project objectives and expected outcomes? Give any additional project details.

Which cost share goals does the project support? (check all that apply)

- | | |
|---|-----------------------------------|
| improve watershed resources | foster water resource stewardship |
| increase awareness of the vulnerability of watershed resources | |
| increase familiarity with and acceptance of solutions to improve waters | |

How does the project support the goals you checked?

Project Details (continued)

Project benefits Estimate the project benefits in terms of restoration and/or annual pollution reduction. If you are working with a designer or contractor, they can provide these numbers. If you need help contact the district administrator. Computations should be attached.

Benefit	Amount
Water captures	gal/year
Water infiltrated	gal/year
Phosphorus removed	lbs/year
Sediment removed	lbs/year
Land restored	sq. ft.

How will you share the project results with your community and work to inform others about your projects environmental benefit?

Please note that by obtaining cost share funding from the Lower Minnesota River Watershed District, your project may be shared with the community through our website, social media, or other media. Your project may also be highlighted on a tour or training event, with prior notice and agreement.

Maintenance Describe the anticipated maintenance and maintenance schedule for your project.

I acknowledge that receipt of a grant is contingent upon agreeing to maintain the project for the number of years outlined in the cost share guidelines. Yes

Authorization

Name of landowner or responsible party

Signature

Date

Type or handwrite your answers on this form. Attached additional pages as needed.

For questions, contact Linda Loomis at [Naiad Consulting@gmail.com](mailto:NaiadConsulting@gmail.com) or call 763-545-4659.

Mail the completed application to

or email to:

**Lower Minnesota River Watershed District
c/o Linda Loomis, Administrator
112 E. Fifth St., Suite 102
Chaska, MN 55318**

**Linda Loomis, Administrator
naiadconsulting@gmail.com**

2022 Cost Share Worksheet

Labor Costs (contractors, consultants, in-kind labor)

Service Provider	Task	# Hours	Rate/Hour	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:				\$	\$	\$

Project Materials

Material Description	Unit Cost	Total # of Units	Requested Funds from LMRWD	Matching/In-Kind Funds	Total Cost
Total:			\$	\$	\$

Total Requested Funds from LMRWD*:	\$	(A)
Total Matchin/In-Kind Funds:	\$	(B)
Project Total:	\$	(C)

*Please note: total requested funds (A) cannot be more than 50% of the Project Total (C)

Cost Share Grant Application 2024
Additional Pages and Explanation

We already paid to have Metro Blooms come out and confer with us about the plan for our rain gardens. We have not yet paid them for a completed design, as we are waiting to see if we will receive a grant to pay for this. We are also going to apply to Hennepin County for a Good Steward grant this fall. We applied to Hennepin County for an Opportunity Grant last year, but did not receive it, since they could only fund a small portion of the large amount of applicants.

The designer from Metro Blooms gave us a very rough sketch of the design, but no information about the amount of water captured, water infiltrated, phosphorus removed, sediment removed or land restored. We think that information will be provided once we pay for the official design. Therefore, that area of the application has not been filled out. In addition, we do not have a cost breakdown of each part of the work being done, so we are unable to provide that information. We were quoted a total cost, including the design plan, of \$40,000.

The application type should be Homeowner Association Business, but that was not one of the options to check.

Addendums to this application include a map of the property, Declaration and Articles of Incorporation (proof of property ownership), and rough site plan & design schematic. For the reasons described above, we do not have a set project timeline or plant list. However, we will involve volunteer residents with plant installation, watering and other skill appropriate tasks. We will contract everything through Metro Blooms.

2152478

SEE CONDOMINIUM PLAT FILED
AS PART OF THIS DOCUMENT

DECLARATION
FOR
CAMBRIDGE CONDOMINIUM
HENNEPIN COUNTY
CONDOMINIUM NUMBER 658

DECLARATION
CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

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EXHIBIT A Legal Description of the Original Condominium

EXHIBIT B Legal Description of any Additional Real Estate

EXHIBIT C Unit Owners Percentage Ownership Interest

DECLARATION FOR
CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

THIS DECLARATION, is made and executed by the undersigned Centex Real Estate Corporation a Nevada corporation ("Declarant") pursuant to the provisions and authority of Minnesota Chapter 515A known as the Minnesota Uniform Condominium Act.

WITNESSETH:

The purpose of this Declaration is to submit the real property legally described on Exhibit A hereto, which is owned by Declarant in fee simple, together with the buildings and improvements erected thereon, to all provisions of the Act.

NOW, THEREFORE, Declarant does hereby declare:-

1. Definitions. All terms and phrases used in this Declaration or in the other Condominium Documents shall have the meanings or definitions set forth in the Act unless such terms and phrases are otherwise defined herein.

1.1 "Act" shall mean the Minnesota Uniform Condominium Act, Minnesota Statutes Chapter 515A;

1.2 "Affiliate of Declarant" means any person who controls, is controlled by, or is under common control with a Declarant. A person "controls" a Declarant if the person (i) is a general partner, officer, director, or employer of the Declarant or (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in the Declarant, or (iii) controls in any manner the election of a majority of the directors of the Declarant, or (iv) has contributed more than 20 percent of the capital of the Declarant. A person "is controlled by" a Declarant if the Declarant (i) is a general partner, officer, director, or employer of the person or (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20 percent of the voting interest in the person, or (iii) controls in any manner the election of a majority of the directors of the person, or (iv) has contributed more than 20 percent of the capital of the person. Control does not exist if the powers described in this paragraph are held solely as security for an obligation and are not exercised.

1.3 "Additional Real Estate" shall mean the real estate, legally described on Exhibit B hereto, that may be added to the Condominium;

1.4 "Association" shall mean Cambridge Condominium Association, a Minnesota non-profit corporation organized and existing under the authority of Minnesota Statutes, Chapter 317A;

1.5 "Board" shall mean the Board of Directors of the Association;

1.6 "Common Elements" shall mean all portions of the Condominium other than the Units;

1.7 "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association together with any allocations to reserves;

1.8 "Common Expense Liability" shall mean the fractional share or percentage of the Common Expenses assigned to each Unit and for which each Owner is liable as set forth in Exhibit C to this Declaration;

1.9 "Condominium" shall mean Condominium Number 658, Cambridge Condominium, Hennepin County, Minnesota which Declarant hereby creates out of the real estate described on Exhibit A hereto and any Additional Real Estate hereafter added to the Condominium;

1.10 "Condominium Documents" shall mean this Declaration, the Articles of Incorporation and the Bylaws of the Association, the Condominium Plat and, the Rules and Regulations of the Association, if any;

1.11 "Condominium Plat" shall mean that part of this Declaration which constitutes the drawing of the layout of the Condominium;

1.12 "Declarant" shall mean: Centex Real Estate Corporation, a Nevada corporation and shall be further defined as:

1.12-1 any person who has executed the Declaration or an amendment to the Declaration to add additional real estate, other than (i) persons holding interest in the real estate solely as security for an obligation, and (ii) persons whose interests in the real estate will not be conveyed to Owners; or,

1.12-2 any person who succeeds under the provisions of the Act to any Special Declarant Rights;

1.13 "Declaration" shall mean this document and all amendments thereto;

1.14 "Flexible Condominium" shall mean that Additional Real Estate may be added to the Condominium:

1.15 "Garage Unit" shall mean a Unit designed for storage and parking purposes;

1.16 "Limited Common Elements" shall mean any part of the Common Elements that the Declaration or the Act allocate for the exclusive use of one or more, but fewer than all Units;

1.17 "Living Unit" shall mean a Unit designed for residential purposes;

1.18 "Models Parcel" shall mean the portion of the Additional Real Estate described on Exhibit B which is referred to thereon as the Models Parcel;

1.19 "Owner" shall mean the Declarant, if it owns a Unit, and any other person to whom ownership of the Unit has been conveyed or transferred, but does not include a holder of an interest as security for an obligation.

1.20 "Special Declarant Rights" shall mean:

1.20-1 the right to complete improvements indicated on the Condominium Plat;

1.20-2 the right to add Additional Real Estate to the Condominium;

1.20-3 the right to maintain models, sales offices, and advertising signs on or adjacent to the Condominium;

1.20-4 the right to use easements through the Common Elements for the purpose of making improvements within the Condominium; and

1.20-5 the right to appoint or remove a member of the Board during the period of Declarant Control.

1.21 "Unit" shall mean a portion of the Condominium designated for separate ownership and as used herein shall mean either a Living Unit or Garage Unit.

2. Name, Location and Description of Condominium. The name of the Condominium is Condominium Number 658, Cambridge Condominium. The Condominium is located at 11129 Oregon Circle in the City of Bloomington, County of Hennepin, State of Minnesota. The Condominium will initially contain 22 Living Units, and 22 Garage Units.

3. General Description of the Units. The Condominium Plat sets forth the identifying number, dimensions and location of each Living Unit and Garage Unit. The boundaries of the Living Units and Garage Units are the walls, floors and ceilings of the Unit, and the Unit includes all lathing, furring, wallboard, plaster board, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished structures. All other portions of the walls, floors, or ceilings are part of the Common Elements. If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion serving only that Unit is a Limited Common Element allocated solely to that Unit and any portion serving more than one Unit or any portion of the Common Elements is part of the Common Elements. All spaces, interior partitions, and other fixtures and improvements within the boundaries of the Unit are part of the Unit. All exterior doors and windows and any shutters, awnings, balconies, or other fixtures designated to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit. A Garage Unit may be conveyed separate and apart from a Living Unit, but each Owner of a Living Unit must, at all times, own at least one Garage Unit for each Living Unit owned. Only the Declarant, the Association and the Owners of Living Units may own Garage Units, and only occupants of a Living Unit may occupy a Garage Unit.

4. General Description of the Common Elements.

4.1 The Common Elements shall consist of all the real property and fixtures included in the Condominium except for the real property and fixtures within the boundaries of the Units, as described above. The Common Elements include, without limitation, the following:

4.1-1 All foundations, columns, girders, beams, supports, exterior walls, interior loadbearing walls, and all walls and partitions separating apartments from corridors, stairs, and other mechanical equipment spaces;

4.1-2 All roofs, halls, corridors, lobbies, stairs, stairways, and entrances to and exits from the building;

4.1-3 All yards, gardens, recreational areas and facilities;

4.1-4 All private roads, parking areas and driveway areas except the Garage Units;

4.1-5 All central and appurtenant equipment for services such as power, light, telephone, gas, hot and cold water, heat, and like utilities; and all other mechanical equipment spaces;

4.1-6 All tanks, pumps, motors, fans, compressors and control equipment, if any;

4.1-7 All water and sewer pipes except for water and sewer pipes located entirely within a Unit and serving only that Unit:

4.1-8 All balconies and patios, if any;

4.1-9 All swimming pools located within the Condominium or other amenities, if any; and

4.1-10 All other real property, fixtures and equipment existing in the Condominium and intended for common use or necessary or convenient to the existence, maintenance or safety of the Condominium.

4.2 The Association shall have exclusive authority to adopt, amend and enforce administrative rules and regulations governing the use, occupancy and control of the Common Elements and any amenities thereon, including the establishment of a system of fines and charges for violations thereof, so long as such rules and regulations do not conflict with the Act or the other Condominium Documents.

4.3 The Common Elements shall remain undivided; and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Condominium.

5. General Description of the Limited Common Elements. The Limited Common Elements consist of those portions of the Common Elements which are reasonably necessary for and exclusively serve the enjoyment and use of a particular Unit or particular Units. The Limited Common Elements are either defined in the Act or this Declaration or depicted on the Condominium Plat.

6. Legal Description of Units. The Units and the Common Element Interest appurtenant to such Units shall be legally described as follows: Living Unit _____ and Garage Unit _____, Condominium Number 658, Cambridge Condominium, a condominium located in the County of Hennepin, State of Minnesota.

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

8. Flexible Condominium.

8.1 This Condominium is a Flexible Condominium within the meaning of the Act. Declarant may create a maximum of 58 additional Living Units and 58 additional Garage Units on the Additional Real Estate.

8.2 Declarant reserves the right to add Additional Real Estate to the Condominium, by recording an amendment to this Declaration, as provided in the Act. Before filing such an amendment, Declarant shall obtain all necessary written approvals from the Federal Housing Administration ("FHA"), the U.S. Department of Veterans Affairs ("VA"), the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"). This reservation of right to add Additional Real Estate will expire upon that date which is 7 years after the date of the recording of this Declaration. If Declarant determines prior to the expiration of said 7 year period that it will not add Additional Real Estate to the Condominium, the Declarant shall record a statement to the effect in the appropriate County Land records, and, thereupon, the reservation of right to add Additional Real Estate to this Condominium will terminate without any further action necessary.

8.3 Declarant shall serve notice of its intention to add Additional Real Estate as follows:

8.3-1 To the Association: in the same manner as service of summons in a civil action in district court, at least 30 days before recording the amendment. The amendment shall be attached to the notice and shall not thereafter be changed so as to materially affect the rights of Owners.

8.3-2 To the occupants of each Unit: in the manner provided in Section 515A.1-115 of the Act, at least 20 days before recording the amendment. Attached to the notice shall be a statement that the amendment has been served on the Association.

8.3-3 Proof of service upon the Association and the occupants shall be attached to the recorded amendment.

8.4 The legal description of the Additional Real Estate which may be added to the Condominium at the time and in the manner determined by Declarant is set forth on Exhibit B attached hereto. The Declarant may add portions of the Additional Real Estate to the Condominium at different times. Declarant makes no assurance as to the size of, number of or order in which portions of the Additional Real Estate will be added or that any Additional Real Estate will be added, except that Declarant hereby agrees that Declarant will add those portions of the Additional Real Estate referred to on Exhibit B as the Models Parcel and Lots 2, 6 and 7, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota (the Private Roadway)

to the Condominium within seven years from the date hereof. Declarant has agreed to add the Models Parcel because Declarant has constructed a building that is located partially within the Models Parcel and partially within the Condominium. The portion of said building that is located within the Condominium contains Living Units 1 through 6 inclusive. The Declarant will use the portion of said building that is located within the Models Parcel for models and offices until the Models Parcel is added to the Condominium. The Declarant has reserved the right to add Additional Real Estate to the Condominium, but the Declarant is not obligated to add any Additional Real Estate other than the Models Parcel and the Private Roadway and does not undertake to do so.

8.5 Each and every one of the Living Units contained in a phase which is added to the Condominium will be restricted exclusively to residential use and each and every one of the Garage Units contained in a phase which is added to the Condominium will be restricted exclusively for parking and storage of motor vehicles and bicycles and storage of personal property subject to the restrictions set forth in this Declaration.

8.6 Any and all buildings and Units that may be erected upon the Additional Real Estate will be compatible with the other buildings and Units in the Condominium in terms of quality of construction and will be substantially complete before such Additional Real Estate is added to the Condominium. In recognition of ongoing developments in the field of housing construction and energy supply, and changes in consumer demand for housing, Declarant makes no assurance with regard to architectural style and/or the principal materials which may be employed in the construction of Units on any Additional Real Estate added to the Condominium or the sizes of said Units as compared to the sizes of the Units contained in the property already a part of the Condominium.

8.7 All restrictions contained in this Declaration which affect the use, occupancy or alienation of Units will apply to all Units created on any Additional Real Estate added to this Condominium, except that each amendment which adds Additional Real Estate to the Condominium may contain such additions to, and modifications of, the restrictions contained in this Declaration as may be necessary to reflect the different character of the Additional Real Estate included in the amendment and shall affect that Additional Real Estate alone.

8.8 Any assurances contained in this Declaration which concern the Additional Real Estate pursuant to the foregoing reservation of right by Declarant will not apply if said Additional Real Estate is not added to the Condominium within the time allowed.

8.9 So long as the Additional Real Estate is added to the Condominium by Declarant in general compliance with the foregoing, then such additions may be made

without the approval or consent of the Association or any party who owns a Unit in the Condominium.

8.10 All Additional Real Estate which is submitted to the Act will become part of the Condominium.

8.11 If Units are added to the Condominium by addition of Additional Real Estate, there shall be a reallocation of the percentage interest in the Common Elements appurtenant to each Unit, the voting rights assigned to each Unit in Exhibit C hereto, and each Units Common Expenses Liability, all in the manner hereinafter set forth.

8.12 In furtherance thereof, a power coupled with an interest is hereby granted to Declarant, as attorney-in-fact, to reallocate the percentage interests appurtenant to the original Living Units and Garage Units among said original Living Units and Garage Units and any additional Living Units and Garage Units which are constructed on the Additional Real Estate added to the Condominium. Each deed, mortgage or other instrument conveying an interest in or to a Unit shall be deemed a grant and acknowledgment of the powers herein reserved to Declarant.

8.13 In the event Declarant exercises the rights herein reserved, the ownership interest appurtenant to existing and additional Units shall be determined, and in the case of existing Units, readjusted as follows:

8.13-1 As used in Sections 8.11, 8.12 and this Section 8.13, unless the context otherwise requires:

- (i) The Common Elements shall be deemed to consist of:
 - (a) the Common Elements set forth in this Declaration (the "Existing Common Elements") and
 - (b) any additional Common Elements set forth in an amendment to this Declaration (the "Added Common Elements").
- (ii) The Living Units and Garage Units shall be deemed to consist of:
 - (a) the Living Units and Garage Units set forth in this Declaration ("Existing Units") and

(b) any additional Living Units and Garage Units set forth in any amendment to this Declaration (the "Added Units").

8.13-2 The aggregate area of each of the Added Units shall be added to the aggregate area of the Existing Units and the total thereof shall be deemed to be the new Unit area of the Condominium. The percentage interest in the Common Elements, voting interest and percentage common expense liability appurtenant to an Existing or Added Unit shall be determined by dividing the total square area of the Unit by the total square area of all Units including the Added Units and multiplying that figure by 100.

8.13-3 To the extent that a reallocation of percentage interest in the Common Elements results in a decrease in the percentage interest appurtenant to an Existing Unit, there shall be an automatic release and divestiture of said interest, to the extent necessitated by the reallocation, to all of the Owners. Each deed, mortgage or other instrument conveying an interest in or to a Unit shall be deemed a grant and acknowledgment of the right and power herein reserved by Declarant to automatically release and divest the Owner of that portion of his ownership interest necessitated by the reallocation.

8.14 The recording of an amendment to this Declaration shall not alter or affect the amount of any liens for unpaid installments of annual or special assessments levied before the recording of the amendment or an Owner's obligation to pay future installments of annual or special assessments levied before the recording of the amendment.

9. Allocations. Exhibit C attached hereto allocates to each Unit, on a percentage basis, an undivided interest in the Common Elements, a portion of the votes in the Association, and a portion of the Common Expense Liability. The allocations are based upon the proportion of the area of each Unit to the area of all Units. Notwithstanding the above, the Association may assess certain common expenses against fewer than all Units as follows:

9.1 Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit or in equal shares against the Units to which that Limited Common Element was assigned at the time the expense was incurred; or

9.2 The Association may assess any Common Expense benefiting less than all of the Units against the Units benefitted in which case the Common Expenses shall be allocated on the Units benefitted and proportioned to their Common Expense Liability.

9.3 The Board may assess any costs and attorney's fees relating to the enforcement of the provisions of this Declaration, the collection of any delinquent assessments or the foreclosure of any Association lien against the Unit of the Owner who is in violation of the provisions of the Declaration or delinquent in the payment of assessments.

10. Association.

10.1 The Declarant shall cause to be incorporated a Minnesota non-profit corporation to be called Cambridge Condominium Association (the "Association"). The Association shall be the governing body for all Owners and shall, through the Board, provide for the maintenance, repair, replacement, administration and operation of the Condominium, as provided in the Act, and the Condominium Documents.

10.2 The duties and powers of the Association and the Board shall be those set forth in its Articles of Incorporation, its Bylaws and this Declaration; provided, however, that the terms and provisions of the Act shall control in the event of any inconsistency between the Act and one or more of said documents and, the Declaration shall control in the event of any inconsistency between the Declaration and one or more of said documents.

10.3 Neither the Board, the Association nor the Owners shall be deemed to be conducting a business of any kind.

10.4 All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and in the Bylaws; shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit C (except for such adjustments as the Board may require to reflect any delinquent, prepaid or special assessments); and shall be administered in accordance with the provisions hereof.

10.5 Each Owner shall be a member of the Association. An Owner's membership shall automatically terminate when the Owner ceases to be an Owner. Upon the transfer of an Owner's ownership interest, the new Owner shall simultaneously and automatically succeed to the former Owner's membership in the Association.

10.6 The Association shall have only one class of membership.

10.7 Each Owner shall, and by acceptance of a conveyance does, covenant and agree that the administration of the Condominium shall be in accordance with the provisions of the Condominium Documents.

11. Board of Directors and Declarant Control.

11.1 The direction and administration of the Condominium shall be vested in the Board. Irrespective of anything else contained in this Declaration, for a period commencing on the date this Declaration is recorded and ending upon the qualification of Directors elected at the meeting of Owners called for that purpose, the Declarant shall have the right to designate and select 3 persons who shall serve as members of the Board, including the right to designate and select their successors as may be required from time to time, or to exercise the powers of the Board as provided in the Act. Within 60 days after 50% of the total number of Units which the Condominium will include, if all Additional Real Estate is added to the Condominium, have been conveyed to Owners other than Declarant, an election will be held to elect two additional Owners other than Declarant to the Board. From and after the time of that election, direction and administration of the Condominium shall be vested in a Board of five members, three of whom shall be selected by the Declarant, two of whom shall be elected by Owners other than Declarant. Upon the termination of the period of Declarant control as hereinafter provided the Board shall consist of 5 members each of which shall be an Owner and shall reside in the Condominium; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent or beneficiary (other than an agent designated by the Declarant) resides in the Condominium.

11.2 The Declarant shall control the Board of Directors for a period of time not exceeding 5 years from the date of the recordation of this Declaration. Prior to the expiration of said 5-year term the period of Declarant control will terminate upon the Declarant's voluntary surrender of control or within 60 days after Declarant's conveyance of 75% of the total number of Units which the Condominium will include if all Additional Real Estate is added to the Condominium to Owners other than Declarant. Thereafter, the Owners shall elect the members of the Board. The persons elected shall take office upon election.

11.3 In determining whether the period of Declarant Control has terminated or whether Owners other than Declarant are entitled to elect members of the Board, the percentage of the Units which has been conveyed is presumed to be that percentage which would have been conveyed if all of the Units which Declarant has built or reserved the right to build in the Declaration were included in the Condominium. In other words, since Declarant has reserved the right to add the Additional Real Estate to the Condominium, in determining whether either of said percentages has been attained, the number of Units conveyed must be compared to the total number of Units which will be in the Condominium if fully developed, i.e., 80 Living Units and 80 Garage Units.

11.4 Notwithstanding anything to the contrary in this Section, so long as Declarant owns at least one Unit in the Condominium as augmented by the inclusion of any Additional Real Estate, which Unit is held for sale, the Association shall take no action which adversely affects Declarant's ability to sell the Unit or Units without prior written consent of Declarant.

12. Use of Units. The Units shall be used only as follows:

12.1 The Living Units shall be occupied and used only for residential purposes by Owners, their immediate families, tenants and special guests. Garage Units shall be used only for storage and the parking of motor vehicles and bicycles and personal property. Such Units shall be used in such a way as to not create a nuisance to other Unit Owners or in a way which is illegal under Federal and State law and local ordinances.

12.2 The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as --

12.2-1 rental for any period less than 180 days; or

12.2-2 any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service.

Other than the foregoing limitations, Owners shall have the absolute right to rent their Units provided that such rental is evidenced by a written lease, a copy of which is delivered to the Association; the lease is made subject to the provisions of this Declaration; and the lease incorporates or satisfies the requirements, if any, which the Association establishes in the Rules and Regulations.

12.3 No Unit Owner shall be permitted to keep or store on any portion of the Condominium any trailers or major recreational equipment which shall include but not be limited to travel trailers, pick-up campers or motorized dwellings, camper trailers, boats or boat trailers and snowmobiles or snowmobile trailers.

12.4 The occupation and use of Units shall also be subject to Rules and Regulations of the Association; provided however, that if, during the period of Declarant control, the Condominium or Units therein are subject to mortgages insured or guaranteed by such agencies, the Association shall acquire any necessary approvals from the VA and FHA prior to the enforcement of such rules and regulations.

12.5 There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board,

except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

12.6 Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Condominium without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the buildings or contents thereof or which would be in violation of any law. No waste shall be committed in the Common Elements. No Owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board.

12.7 Owners shall not cause or permit anything to be placed on the outside walls of the Condominium and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

12.8 The use and the covering of the interior surfaces of the glass windows or doors appurtenant to the Units, whether by draperies, shades or other items visible from the exterior of the Condominium shall be subject to the rules and regulations of the Board and in any event may not be done without the prior written consent of the Board.

12.9 No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in Living Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon 3 days written notice from the Board.

12.10 No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

12.11 No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be used for the storage of any vehicles or equipment not owned by the Association.

12.12 Except as otherwise provided herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, shall be conducted, maintained or permitted in any Unit.

12.13 No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Condominium except by the Board; provided however, that nothing contained herein shall limit Declarant's rights as provided below.

12.14 Nothing shall be altered or constructed in or removed from the Common Elements without the prior written consent of the Board.

12.15 Nothing herein contained shall be construed in such a manner as to prohibit an Owner from:

12.15-1 maintaining his professional library therein;

12.15-2 keeping his personal business or professional records or accounts therein; or

12.15-3 handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to principal residential use and not in violation hereof.

13. Subdivision or Conversion. No unit in the Condominium shall be subdivided or converted as contemplated by Section 515A.2-115 of the Act.

14. Alteration of Units.

14.1 An Owner may:

14.1-1 Make any improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

14.1-2 After acquiring an adjoining Unit and with the consent of the Association and the first mortgagees of the affected Units, remove or alter any intervening partition or create appurtenances thereto even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. The adjoining Owner shall have the exclusive license to use the space occupied by the Common Elements, but the use shall not create an easement or vested right. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

14.2 The Association may reasonably require the Owner or Owners of Units affected to replace or restore any such partition and prior to consenting to such alteration, the Association shall require plans and specifications for such alterations which plans or specifications shall not be modified after approval by the Association unless the Association has also approved such modifications. The Association shall further require that an Owner furnish adequate assurances that the Association and other Owners will be indemnified and held harmless from mechanic's liens or other claims arising from structural alterations or modifications of the Units or Common Elements. The Association may require that an Owner provide a deposit or other assurance that any removed or altered Common Element will be repaired or restored as required.

15. Model Units and Sales and Management Offices. Declarant hereby reserves the right to maintain sales offices, management offices and model Units in the Condominium, on the Additional Real Estate or elsewhere as Declarant deems necessary or appropriate. Declarant further reserves the right to maintain signs on the Common Elements advertising the Condominium, including the advertisement and promotion of the sales of Units within the Condominium to the general public.

16. Easements.

16.1 Easements are hereby declared and granted to and for the benefit of the City of Bloomington and any other party which might provide the services hereinafter described for the purpose of installing, maintaining and replacing utilities directly serving the Condominium including the right to install, lay, maintain, repair and replace water mains and pipes; sewer lines; gas mains; telephone wires and equipment; and electrical conduits, wires and equipment serving the Condominium over, under, along and on any part of the Common Elements. Said easements shall not include easements for utilities serving areas other than the Condominium.

16.2 Easements are hereby declared and granted for the benefit of Declarant, its employees, servants and agents, for ingress and egress over and upon the Common Elements (including the Limited Common Elements) described herein or created out of Additional Real Estate hereinafter included in the Condominium for the purposes of laying foundation for and otherwise constructing Units in the Condominium or on the Additional Real Estate and for the landscaping of the Common Elements and the Limited Common Elements appurtenant to such Units; provided, however, that the easements herein described shall terminate no later than 60 days after completion by the Declarant of the construction of all Units in the Condominium and on the Additional Real Estate and all landscaping of the Common Elements and the Limited Common Elements appurtenant to the Units now or hereafter constructed pursuant to this Declaration.

16.3 Each Unit and its respective Owner(s) shall be subject to and shall have appurtenant thereto a permanent non-exclusive easement in the Common Elements for ingress to and egress from; utility services and support for; and maintenance and repair of the Units and the Common Elements and for similar purposes. Each Owner shall have the non-exclusive right to use the Common Elements (except the Limited Common Elements) in common with all other Owners, as may be required for the purposes of access, ingress to and egress from, use, occupancy and enjoyment of each respective Unit. Such right to use the Common Elements shall extend to each Owner, his agents, servants, tenants, family members, invitees and licensees provided however, that the Association may prohibit an Owner, his agents, servants, tenants, family members, invitees and licensees from using the amenities located on the Common Elements if an Owner fails to pay assessments for Common Expenses when due. Each Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving or otherwise assigned to his Unit unless such Limited Common Element is intended to serve more than one Living Unit in which case the Owner shall have a non-exclusive easement for the use of such Limited Common Element. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and the Condominium Documents.

16.4 The Condominium is benefitted by and, upon the addition of Lots 2, 6, 7 and 8, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota to the Condominium, shall become subject to that certain Declaration of Private Roadway Easement which Declarant executed on December 10, 1990 and which was filed in the Office of the Hennepin County Registrar of Titles on January 30, 1991 as Document No. 2152006. The Common Elements created out of the Additional Real Estate will be subject to the private roadway easement, the rights, duties and obligations of Declarant, and the Association regarding this private roadway easement are set forth in detail in a recorded Declaration of Private Roadway Easement.

16.5 The Condominium is subject to easements in favor of the City of Bloomington for sidewalk and bikeway purposes across portions of Outlots A, C, D, G, H, and I, Sutton Place, Hennepin County, Minnesota, an easement for floodage purposes over and across portions of Lot 8, Block 1 and Outlot F, Sutton Place, Hennepin County, Minnesota; and an easement for emergency vehicle access purposes over Outlot G, Sutton Place, all as set forth in that certain Grant of Easement dated September 16, 1983 and filed in the Office of the Hennepin County Registrar of Titles as Document No. 1540376.

16.6 The Condominium is subject to the covenants and easements set forth in that certain Declaration of Reciprocal Covenants and Easements Relating to Swimming Pools dated January 28, 1991 and filed in the office of the Hennepin County Registrar of Titles on January 30, 1991 as Document No. 2152005 which Declaration grants the owners of units in Sutton Place Two Condominium, Hennepin

County Condominium No. 477 the right to use the swimming pool, and any equipment, accessories or improvements incidental to the use and enjoyment of said swimming pool, located on the portion of the Condominium previously Lot 8, Block 1, Sutton Place, Hennepin County, Minnesota, and grants the owners of units in the Cambridge Condominium the right to use the swimming pool, and any equipment, accessories or improvements incidental to the use and enjoyment of said swimming pool, located on Lot 4, Block 1, Sutton Place which pool is owned by the Sutton Place Condominium Association.

16.7 The Condominium is subject to various easements as set forth in that certain Declaration of Easement dated June 15, 1984 and filed in the office of the Hennepin County Registrar of Titles as Document No. 1583935 to the extent that such easements have not been released of record, abandoned or terminated by operation of law as a result of Declarant's ownership of both burdened and benefitted parcels described therein.

16.8 As described in Section 8.4 and Section 15, Declarant intends to use the portion of the building that has been constructed on the Models Parcel for models of units available for sale in the Condominium and for offices. Declarant intends to have ten (10) models which models will become Units in the Condominium at such time as the Models Parcel is added to the Condominium. Declarant is required to add the Models Parcel to the Condominium as set forth in Section 8.4 of this Declaration. Until such time as the Models Parcel is added to the Condominium, there shall be mutual easements between the Condominium and the Models Parcel for the purposes of:

16.8-1 Ingress and egress between the Models Parcel, the Condominium and public streets;

16.8-2 Utilities;

16.8-3 Support;

16.8-4 Installation, maintenance and repair of all materials, equipment and utilities of any nature;

16.8-5 Landscaping;

16.8-6 Any other purposes not incompatible with the use of the Condominium and the Models Parcel for their intended purpose.

Declarant agrees that it will cooperate in all respects with the Association to maintain the Models Parcel in such a manner that at all times the improvements located on the Models Parcel will be of equal condition as the Condominium and the exterior

appearance of the improvements located on the Models Parcel will, at all times, be identical to the exterior appearance of the Condominium. Declarant shall be responsible for all costs of any nature in connection with the upkeep, repair and replacement of the Models Parcel and any improvements located thereon and agrees at all times to carry property insurance and liability insurance on the Models Parcel similar to that required to be carried by the Association under the terms of this Declaration. Declarant further agrees that in connection with the reconstruction and repair of the Condominium and the improvements located on the Models Parcel, Declarant will abide by a decision of the Association to rebuild or to terminate the Condominium, all as set forth in this Declaration.

16.9 The Association shall have the right, to be exercised by its Board or designee of the Board, to enter each Unit from time to time during reasonable hours and upon reasonable notice, or as may otherwise be necessary during emergencies, for the operation of the Condominium or for making repairs therein or therefrom necessary to repair or prevent damage to any Unit or Common Element.

16.10 All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in said land, or any part or portion thereof.

17. Maintenance.

17.1 Except as set forth below, all maintenance, repairs or replacements for any Unit shall be made by the Owner at such Owner's expense. The Association shall have no obligation to pay the cost of any maintenance, repairs or replacements benefitting an individual Unit or Units unless such maintenance, repairs or replacements are necessary because of a casualty loss that is covered by the Association's property insurance in which case, the Board shall apply the proceeds of such insurance policies to the cost of restoring the individual Unit or Units as set forth in Section 21.7. If the insurance proceeds which the Board or its designated trustee actually receives are insufficient to pay the full cost of such repairs or replacements, the Owner of the affected Unit shall be responsible for the difference between the actual cost of such repairs or replacements and the portion of the cost of such repairs or replacements paid by the Board or its designated trustee out of the proceeds of the Associations' property insurance.

17.2 All maintenance and repairs of any part of the Limited Common Elements, designated for the exclusive use of a particular Unit or Units, shall be made by the Association at the expense of the Owner(s) of such Unit(s).

17.3 All maintenance, repairs and replacements of the Common Elements not designated for the exclusive use of a particular Unit, shall be made by the Association

as a Common Expense, unless necessitated by the negligence, misuse or neglect of an Owner, or an Owner's family member, guest, business invitee or tenant, in which case such expense shall be charged to such Owner.

17.4 Each Owner shall be responsible for any and all damage to any Units or any of the Common Elements caused by the failure of such Owner promptly to perform necessary maintenance and repairs to such Owner's Unit.

17.5 All incidental damage caused to a Unit by work ordered by the Association shall be promptly repaired by the Association. Each Owner shall promptly report to the Association any defect or need for maintenance or repairs as to which the Association would be responsible.

18. Budget.

18.1 The Board appointed by Declarant shall determine and adopt, prior to the conveyance of the first Unit hereunder, an initial budget as set forth in Article V, Section 1, of the Bylaws for the period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of such calendar year. For all such succeeding calendar years, the Board whether appointed by the Declarant or elected by the Owners, shall determine budgets for all succeeding calendar years under the requirements set forth in Article V, Section 2 of the Bylaws.

19. Required Funds and Reserves.

19.1 At the time the initial sale of each Unit(s) is closed the purchaser of the Unit(s) shall pay to the Association an amount equal to three times the first full monthly assessment for such Unit. The Association shall use and apply this sum for start-up costs and as an operating fund in connection with all initial operating expenses for the Common Elements. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments. Under no circumstances shall Declarant have any obligation to pay the above mentioned sum so long as Declarant is the owner of a Unit and holds such Unit for sale or as a model.

19.2 The Association shall establish, augment and maintain a reasonable reserve for contingencies, replacements and to provide adequate funds to meet the obligations of the Association in the event of an Owner's default in the payment of assessments, which reserves shall be funded out of the annual assessments and shall be segregated and allocated for specific purposes. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portion of the contingency and replacement reserves which remains unallocated. If the estimated cash requirement proves

inadequate for any reason; if a nonrecurring Common Expense is anticipated for any year, or if the Condominium is augmented during a budget year by adding Units to the Condominium under the terms of this Declaration, the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of the year, copies of which supplemental budget shall be furnished to each Owner, and thereafter a separate assessment shall be made to each Owner for such Owner's proportionate share of such supplemental budget. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

19.3 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection at the office of the Association, if any, by any Owner or any holder of a first mortgage lien on a Unit, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon 10 days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

20. Assessments, Charges and Taxes.

20.1 The Association through the Board shall levy annual assessments for Common Expenses against each Unit in the manner as provided in Article V, Section 3 of the Bylaws and Section 9 of this Declaration. The Board may also adopt and levy special assessments as set forth in Article V, Section 4 of the Bylaws, but such special assessments shall not exceed \$25,000 per year except by a vote or ratification by a majority of the Owners in attendance (personally or by proxy) at a meeting called for such purpose. Each Owner is personally liable for the annual or special assessments levied against such Owner's Unit. All charges for real estate taxes, governmental special assessments, utilities and other expenses as may be separately assessed, metered, or charged against a Unit shall be paid by such Owner.

20.2 Except as provided in Section 27.2, in a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments that the Association levied against the Unit up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, prior to any such conveyance, any such grantee shall be entitled to a statement from the manager or the Board, as the case may be, setting forth the amount of the unpaid assessments against the grantor's Unit due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

In addition, the grantor and the Association shall comply with all the requirements of Minnesota Statutes Section 515A.4-107 regarding the resale of Units.

20.3 No Owner of a Unit may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit; provided however, the Board may assess some Units and not other as set forth in Section 9 hereof.

20.4 Real estate taxes and governmental special assessments shall be separately taxed to each Owner for his Unit and the corresponding percentage of ownership in the Common Elements appurtenant thereto, as provided in the Act. In the event that for any year such taxes are not separately taxed to the Owners, but are taxed on the Condominium as a whole, then each Owner shall pay his proportionate share thereof in accordance with his percentage of ownership in the Common Elements. The Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the Owners of their proportionate shares thereof.

20.5 All unpaid sums assessed by the Association for the share of the Common Expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only:

20.5-1 liens and encumbrances recorded before the recordation of this Declaration,

20.5-2 any recorded mortgage on the Unit securing a first mortgage holder, and

20.5-3 liens for real estate taxes and other governmental assessments or charges against the Unit.

Such liens may be foreclosed by the manager or Board, acting on behalf of the Owners of the Units, in like manner as a mortgage of real property containing a power of sale or by action except that the period of redemption for all Unit Owners shall be 6 months from the date of sale. In any such foreclosure the Owner shall be required to pay a reasonable rental for the Unit during the redemption period, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or Board, acting on behalf of the Owners, shall have power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

20.6 The Board shall have the authority to prohibit any Owner from using any amenities on the Common Elements if such Owner has failed to pay his share of Common Expenses when due and such Owner shall not have the right to vote on any Association matters or in any election of the Board if such Owner has failed to pay his share of Common Expenses when due.

20.7 If any regular or special assessment or periodic installment thereof is not paid within 10 days of when due, such payment shall immediately become delinquent and shall begin to accrue interest thereon. Interest shall accrue as of the date of such delinquency at the greater of 8% or the judgment rate of interest as determined by Minnesota Statutes. In addition, the Board shall have the right to charge a late fee as determined from time to time if assessment payments are not made when due. In any foreclosure of a lien or a suit to recover a money judgment for unpaid Common Expenses, the amount due and owing shall include the amount of such unpaid regular or special assessment together with interest and any late charges as described above and together with all costs of collection and all attorneys' fees.

21. Insurance.

21.1 Each Owner shall be responsible for property insurance on the Owner's Unit and the fixtures and the personal property therein and the Owner's personal property stored elsewhere in the Condominium to the extent damage to such real and personal property is not covered by or does not exceed the "deductible" provided for in the property insurance that the Board maintains for the Condominium pursuant to Section 21.2 below, and each owner shall be responsible for liability insurance for the Owner's personal liability to the extent not covered by the liability insurance which the Board maintains for all the Owners as provided in Section 21.2 below.

21.2 The Board shall have the authority to and shall obtain insurance for the Condominium as follows:

21.2-1 A blanket policy of insurance on the Condominium, including the Units and the Common Elements, against loss or damage by fire, and other hazards now or hereafter embraced by standard "all risk" coverage. The policy shall include specific endorsements providing affirmative coverage for loss or damage occasioned by the enforcement of any law regulating construction, repair, demolition or condemnation of any building or structure; vandalism and malicious mischief; and sprinkler leakage, windstorm and water damage. Such insurance shall be for an amount not less than the full insurable replacement cost of the Condominium except that such insurance may be subject to a reasonable "deductible" as determined by the Board; provided, however, that the total amount of insurance after application of such deductible shall not be less than 80% of the full insurable replacement cost

of the Condominium. Such insurance shall also cover the cost of debris removal and demolition and shall contain an inflation endorsement in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies. The full insurable replacement cost of the Condominium, including the Units and the Common Elements, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. The cost of any and all such appraisals shall be a Common Expense.

21.2-2 Insurance on the Condominium (exclusive of the land and excavations, foundations and footings) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Condominium, without co-insurance clause so long as available, in such amount as the Board shall deem desirable but in no event less than \$150,000 per occurrence.

21.2-3 Comprehensive general public liability insurance on an occurrence basis against claims for bodily injury or death or property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such public liability insurance to afford protection in aggregate limits as the Board shall deem desirable but in no event for less than \$1,000,000.00 with respect to liability for bodily injury or property damage arising out of a single accident. Such insurance policy shall insure against damage caused to non-owned and hired motor vehicles and damage to the property of others and shall contain a "severability of interest" endorsement and a "contractual liability endorsement" which endorsement shall include coverage for the contractual liability of the Association under Section 30 hereof.

21.2-4 Such workman's compensation insurance as may be necessary to comply with applicable laws.

21.2-5 Employee's liability insurance in such amount as the Board shall deem desirable.

21.2-6 A fidelity bond, which bond shall contain a waiver of defense based on the exclusion of persons who serve without compensation, indemnifying the Association or its management agent or of any other person handling the funds of the Association, the Board or the Owners in an amount of at least equal to 150% of the total annual budget for the Condominium. The provisions of Section 23.6-4 shall apply to such Fidelity Bond.

21.2-7 In the event that the Secretary of Housing and Urban Development or any local governmental body or bodies shall determine from

time to time that the Condominium is situated in a flood plain or is subject to special flooding hazards, flood insurance in such amounts as the Board shall deem desirable but in no event shall such amounts be less than required by the FHA, VA, FNMA or FHLMC.

21.2-8 Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable.

21.3 In addition, the Board shall have authority to and may obtain and maintain in force all additional insurance coverages and endorsements required by the FHA, VA, FNMA or FHLMC or any other similar governmental or private agency which may now or hereafter be involved in the purchasing, insuring or guaranteeing of the mortgages upon Units.

21.4 All policies of insurance described in this Section 21 shall:

21.4-1 name as the loss payee the Board of Directors, as trustee for the Owners in the percentages established in Exhibit C to this Declaration and, as to liability insurance, shall name as a named insured the Association and each Owner and holder of a vendor's interest in a Unit under a contract for deed based on the Owner's undivided interest in the Common Elements;

21.4-2 be without contribution as respects other policies of insurance carried individually by the Owners whether such other insurance covers their respective Units or the additions and improvements made by the Owners to their respective Units;

21.4-3 provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such options shall not be exercisable in the event the Owners elect to sell the Condominium or remove the Condominium from the provisions of the Act;

21.4-4 contain an endorsement to the effect that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premiums) without at least 30 days prior written notice to all insureds, the first mortgage lienholders of each Unit and any insurers or guarantors of such first mortgages;

21.4-5 provide that the coverage thereunder shall not be prejudiced by:

(i) the acts or omissions of any Owners when such act or omission is not within the control of the Association; or

(ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium over which the Association has no control.

21.4-6 contain an endorsement to the effect that the insurer waives its right of subrogation under the policy against any Owner, members of an Owner's household, the Association and the Board.

21.4-7 be issued by insurers of recognized responsibility authorized to do business in the State of Minnesota.

21.5 Policies of insurance of the character described in Section 21.2 hereof may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in 21.2 hereof, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration.

21.6 The Association, for the benefit of the Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in this Section 21 at least 30 days prior to the expiration dates of the respective policies.

21.7 Any loss under any policies of insurance of the character described in Section 21.2 shall be adjusted with the Board and the insurance proceeds for such loss shall be paid to the Board or to any bank or trust company authorized to accept and execute trusts in the State of Minnesota which has been designated by the Board to act as trustee for the Board pursuant to the Act for the purpose of collecting and disbursing insurance proceeds (the "Insurance Trustee"). Such proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, if any, shall be applied by the Board or the Insurance Trustee to the payment of the cost of restoring the Condominium to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. The proceeds shall be paid by the Board or the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Condominium in accordance with the provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of the proceeds of insurance by the Insurance Trustee.

21.8 Each Owner shall report all additions, alterations or improvements to his Unit promptly in writing to the Board, without prior request from the Board or the managing agent, if any, and reimburse the Board for any additional insurance premiums attributable thereto. An Owner shall be responsible for any deficiency in insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements unless and until the Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for the payment of additional premiums, if any, and upon the failure of a Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special flooring (such as parquet), special wall covering and paneling. The insurance coverage described in 21.2 shall not be deemed to include personal property which is owned by the Owner and not attached to the Unit. Any insurance premiums assessed on a basis reflecting increased charges for coverage on a particular Unit shall be assessed to such Unit.

21.9 An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance, upon request, to any Owner, or holder of an interest as security for an obligation.

21.10 Any and all terms of this Section 21 are subject to Section 515A.3-112 of the Act or any successor statute(s) that deal with condominium insurance. If not specifically stated herein all of the requirements of Section 515A.3-112 of the Act or any successor statutes shall apply and in the case of any conflicts, the requirements of the Act shall govern, except that to the extent this Section 21 imposes greater obligations on the Association than the obligations which the Act imposes, the provisions of the Declaration shall control.

22. Reconstruction and Repair of Condominium.

22.1 Any portion of the Common Elements that are damaged or destroyed shall be promptly repaired or replaced by the Association unless:

22.1-1 The Condominium is terminated pursuant to Section 25 below and the Association votes not to repair or replace all or a part hereof; or

22.1-2 Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

22.1-3 80% of the Owners, including every Owner and first mortgagee of a Unit or assigned Limited Common Element which will not be rebuilt, vote not rebuild.

22.2 The cost of repairs or replacements of the Common Elements in excess of insurance proceeds and reserves shall be a Common Expense.

22.3 If less than the entire Condominium is repaired or replaced:

22.3-1 Insurance proceeds attributable to the damaged Common Element shall be used to restore the damaged Common Element to a condition compatible with the remainder of the Condominium;

22.3-2 The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the holder of an interest as security for an obligation of those Units and to the Owners and the holders of an interest as security for an obligation of the Units to which those Limited Common Elements were assigned and their interests may appear; and

22.3-3 The remainder of the proceeds shall be distributed to all the Owners and holders of a interest as security for an obligation as their interests may appear in proportion to the Common Element interest.

22.4 In the event the Owners vote not to rebuild a Unit, that Unit's entire Common Element interest, votes the Association and Common Expense Liability are automatically reallocated upon the vote, as if the Unit has been condemned as discussed below and the Association shall promptly prepare, execute and record an Amendment to the Declaration reflecting the reallocations. If the Condominium is terminated, insurance proceeds not used for repair or replacement shall be distributed in the same manner as sales Proceeds as discussed below.

23. Decision to Rebuild. If all or a portion of the Condominium is damaged or destroyed and the decision is made to rebuild all or a portion of the Condominium, all construction and repairs shall be substantially in accordance with the original construction plans and specifications. Encroachments upon or in favor of Units which may be created as a result of such reconstruction and repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists provided that such reconstruction was either substantially in accordance with the original plans and specifications or substantially in accordance with the manner in which the Condominium was originally constructed. Such encroachments shall be allowed to continue and exist for so long as the building stands. The Insurance Trustee appointed as per Section 21.8 above may rely upon the Certificate of the Board stating whether the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee shall

deliver such Certificate as soon as is practical. All repairs, reconstruction or replacement required by the Board shall be completed at the direction of the Board as soon as is practical and according to the terms of this Declaration. Immediately after the casualty causing damage to the property for which the Board has the responsibility of repair, reconstruction and replacement, the Board shall obtain reliable and detailed estimates of the cost to restore the damaged property to its prior condition. Such cost may include professional fees and bond premiums as the Board may determine. Each Owner shall be deemed to have delegated to the Board the right to adjust with insurance companies all losses under policies obtained by the Board.

24. Waiver of Claims. The Association shall make no claim against any Owner or family member or tenant of an Owner and no Owner or family member or tenant of an Owner shall make a claim against the Association, the Board, the Managing Agent or another Owner or family member or tenant of another Owner, for any loss or damage to the Common Elements, the Units or any personal property, even if caused by the act or neglect of the Association, or an Owner or a family member or tenant of an Owner if such loss is due to a peril insured against to the extent there are insurance proceeds available to compensate for such loss or damage, all such claims being hereby waived and released.

25. Termination. The Condominium may be terminated only by agreement of Owners of Units to which at least 80% of the votes in the Association are allocated, and agreement of at least 80% of the first mortgagees of the Units (each mortgagee having one vote per Unit financed), except for a termination of the Condominium in the event of a taking of all of the Units by eminent domain (or conveyances under threat of eminent domain). All procedures, appraisals and disposition of proceeds following any termination of the Condominium shall be governed by the applicable provisions of the Act.

26. Eminent Domain. In the event of a taking of all the Units by eminent domain (or conveyances under threat of eminent domain), the Condominium shall be terminated with all procedures, appraisals and disposition of proceeds to be governed by the provisions of the Act which are applicable to termination. A taking by eminent domain of less than all of the Units shall be governed by the applicable provisions of the Act, including the provisions applicable to termination in the event such taking precipitates the requisite agreement by Owners and first mortgagees.

27. Rights of First Mortgagees and Insurers and Guarantors of First Mortgages.

27.1 Each Owner shall have the right, subject to the provisions herein, to separately mortgage or encumber the Owner's Unit(s). Except as otherwise provided herein, no Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Condominium or any part thereof.

27.2 Where the mortgagee of a first mortgage of record obtains title to a Unit as a result of foreclosure of such first mortgage or accepts a deed in lieu of foreclosure of such first mortgage, such mortgagee, its successors and assigns, shall not be liable for the installments of any annual or special assessments chargeable to such Unit which became due prior to the expiration of the applicable statutory redemption period, in the case of an acquisition through foreclosure, or prior to the mortgagee's acceptance of a deed, in the case of an acquisition through a deed in lieu of foreclosure. This provision shall not apply to contract for deed vendors. Such unpaid installments of annual or special assessments shall be deemed to be Common Expenses collectible from all of the Units including the Unit(s) held by such acquirer, his successors and assigns.

27.3 Notwithstanding any language to the contrary in the Condominium Documents, the following provisions shall take precedence over all the provisions of the Condominium Documents if any prospective Owner applies for financing, insured or guaranteed, by the FHA or the VA or if a mortgage is held by either the FNMA or the FHLMC and in the event of any inconsistency or contradictions between other language in this Declaration and any requirements of the FHA, VA, FNMA, or FHLMC the following provisions shall control:

27.3-1 If the Condominium is a VA, FHA or FNMA qualified project, the inclusion of Additional Real Estate must be approved, in writing, by the appropriate agency.

27.3-2 The following actions will require notice to all institutional holders of first mortgage liens and any insurers or guarantors of such first mortgages:

- (i) abandonment or termination of the Association;
- (ii) material amendment to the Declaration, Bylaws or Articles of Incorporation; and
- (iii) termination by the Association of professional management, if any, and assumption of self-management by the Association.
- (iv) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgagor's, insurer's or guarantor's first mortgage;
- (v) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association; and

(vi) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

27.3-3 Upon the written request of any first mortgagee of a Unit or an insurer or guarantor of such first mortgage, the Association shall furnish to such party a written notice of any default by the Owner of such Unit in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules and regulations which default is not cured within 60 days. SEE § 27.2

27.3-4 Unless at least 67% of the first mortgagees or a greater percentage if such greater percentage is required elsewhere in the Condominium Documents (based upon one vote for each Unit mortgaged) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any portion thereof or interest therein; (the granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause).

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Owner by the Association.

(iii) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design of the exterior appearance of the Units or maintenance of the Units.

(iv) Fail to maintain fire and extended coverage insurance on insurable property comprising a part of the Common Elements on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement costs).

(v) Use hazard insurance proceeds for losses to any improvements comprising a part of the Common Elements for other than the repair, replacement or reconstruction of such improvements.

27.3-5 Each first mortgagee of a Unit or an insurer or guarantor of such first mortgagee shall have the right to examine the Condominium Documents, and the books, records and financial statements of the Association

during normal business hours. Such parties may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements or any portion thereof, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and parties making such payments shall be owed immediate reimbursement therefor from the Association. The Association shall have the authority to enter into an agreement reflecting the provisions of this Section 27.3 in such form as may reasonably be required by such parties, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Association and binding upon it in favor of such mortgagees.

27.3-6 Institutional holders of first mortgages and insurers or guarantors of such first mortgages shall, in addition, upon written request have the right to

(i) receive an audited annual financial statement of the Association within 90 days following the end of any fiscal year of the Association; and

(ii) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

See Section 27.3-2.

27.3-7 No provision of this Declaration or the other Condominium Documents, or any similar instrument pertaining to the Condominium or the Units shall be deemed to give an Owner or any other party priority over any rights of bona fide first mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements or any portion thereof or interest therein.

27.3-8 There shall be included in each annual assessment levied by the Association an amount sufficient to establish an adequate reserve fund for the replacement of the improvements comprising a part of the Common Elements.

28. Amendment. Prior to the first conveyance of a Unit to an Owner other than Declarant, this Declaration and the Bylaws may be amended by an instrument executed by Declarant and recorded. Thereafter, this Declaration and the Bylaws may be amended only in accordance with the applicable provisions of the Act, provided, however during the period of Declarant control, as set forth in Section 11 above, Declarant reserves the right without the consent of the owners or holders of first mortgages to amend this document to correct

typographical errors or make changes required by a Lender, FHA or VA so long as such changes do not materially adversely affect the rights, duties and obligations of an Owner of a Unit. Notwithstanding the above, during the period of Declarant Control any amendment to this Declaration shall require the written consent of the VA. When a vote is required for an amendment, such amendment shall be adopted only by the affirmative vote or agreement of Unit Owners to which at least 67% of the votes in the Association are allocated, and at least 67% of the holders of first mortgages upon the Units (each mortgagee having one vote per Unit financed), provided however Section 27 of this Declaration may be amended only with the written consent of all first mortgagees of Units. A power coupled with an interest is hereby granted to Declarant acting by or through its duly authorized officers, its successors, or its designee, as attorney-in-fact, to amend this Declaration as may be required in order to induce any governmental authority having jurisdiction to make, buy, sell, or insure first mortgages by Owners or to comply with the Act. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to said attorney-in-fact, and acknowledgement of and consent to such power, and shall be deemed to reserve to said attorney-in-fact the power to amend this Declaration, as described above. Any such amendment shall not affect or impair any warranties made by a first mortgagee of a Unit to any governmental agency to purchase or insure the first mortgage on a Unit.

29. Compliance with Provisions. The Association and each Owner or tenant shall comply strictly with the provisions of the Condominium Documents as the same may be amended from time to time. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, such suit to be maintained by the Board, or in a proper case, by an aggrieved Owner. The defaulting party shall be liable for costs and attorneys' fees incurred in such suit by the complaining party.

30. Indemnifications. Each Board member, officer or committee member of the Association shall be indemnified by the Association against the actual amount of loss, including counsel fees, reasonably incurred by or imposed upon him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a Board member, officer or committee member of the Association, except as to matters as to which he shall be ultimately found in such action to be liable for gross negligence or willful misconduct. The Association shall, as provided for in Section 21.3-3, carry sufficient insurance to fund this obligation to indemnify.

31. General Provisions.

31.1 Notices.

31.1-1 Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against a Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to a Owner.

31.1-2 Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Owner, as the case may be, or at such other address as herein provided. Any Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board of Association. Notices addressed as above shall be effective upon hand delivery or upon mailing properly addressed with postage prepaid and deposited in the United States mail.

31.1-3 Notices required to be given to any devisee, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

31.2 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium community.

31.3 Number, Gender. In construing the Condominium Documents, the singular shall be taken to include the plural, and masculine to denote the feminine wherever appropriate.

31.4 Covenants Running With the Land. All covenants described herein are covenants running with the land, and so long as the Condominium is subject to the provisions of the Declaration, shall remain in full force and effect.

31.5 Conflicts. In the event of any conflict between this Declaration and one or more of the other Condominium Documents, the terms of this Declaration shall control.

31.6 Severability. If any provision of the Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

31.7 Failure to Enforce a Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

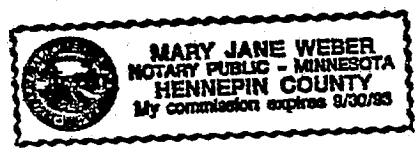
10TH IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this day of DECEMBER, 1990.

CENTEX REAL ESTATE CORPORATION

By *John A. Boyer*
Its PRESIDENT

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss)

The foregoing instrument was acknowledged before me this 10TH day of DECEMBER, 1990, by Thomas M. Boyce on behalf of the corporation.



Mary Jane Weber
Notary Public

Drafted by:
BRIGGS AND MORGAN, P.A.
2200 First National Bank Building
St. Paul, Minnesota 55101
(612) 291-1215

EXHIBIT A

TO DECLARATION
HENNEPIN COUNTY CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

Lot 8, Block 1, Sutton Place and Lot 11, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota according to the recorded plats thereof and that part of Lot 3, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota according to the recorded plat thereof lying easterly and northerly of the following described line and its northerly and southerly extensions:

Commencing at the southeast corner of said Lot 3; thence on an assumed bearing of South 83 degrees 40 minutes 20 seconds West along the south line of said Lot 3 a distance of 47.69 feet to the point of beginning of the line to be described; thence North 13 degrees 45 minutes 03 seconds West a distance of 91.78 feet; thence South 76 degrees 14 minutes 57 seconds West a distance of 29.46 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 9.72 feet; thence South 78 degrees 00 minutes 04 seconds West a distance of 30.00 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 54.00 feet to the northerly line of said Lot 3 and there terminating.

SAME
AS CONDO
AS PLAT
NOTES

PART
TRISE #1
757631

EXHIBIT B
TO DECLARATION
HENNEPIN COUNTY CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

Lots 1, 2, 4, 5, 6, 7, 8, 9 and 10, Block 1, Sutton Place 2nd Addition, Hennepin County Minnesota according to the recorded plat thereof;

and

All of Lot 3, Block 1, Sutton Place 2nd Addition, Hennepin County, Minnesota except that part lying easterly and northerly of the following described line and its northerly and southerly extension:

Commencing at the southeast corner of said Lot 3; thence on an assumed bearing of South 83 degrees 40 minutes 20 seconds West along the south line of said Lot 3 a distance of 47.69 feet to the point of beginning of the line to be described; thence North 13 degrees 45 minutes 03 seconds West a distance of 91.78 feet; thence South 76 degrees 14 minutes 57 seconds West a distance of 29.46 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 9.72 feet; thence South 78 degrees 00 minutes 04 seconds West a distance of 30.00 feet; thence North 12 degrees 00 minutes 00 seconds West a distance of 54.00 feet to the northerly line of said Lot 3 and there terminating.

(the "Models Parcel").

BALANCE
MERGE #1

EXHIBIT C

TO DECLARATION
HENNEPIN COUNTY CONDOMINIUM NUMBER 658
CAMBRIDGE CONDOMINIUM

LIVING UNIT NUMBER	LIVING UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
1	1039	3.54%
2	1039	3.54%
3	1401	4.78%
4	1401	4.78%
5	1089	3.72%
6	1089	3.72%
65	1039	3.54%
66	1039	3.54%
67	1401	4.78%
68	1401	4.78%
69	1089	3.72%
70	1089	3.72%
71	995	3.40%
72	995	3.40%
73	944	3.22%
74	944	3.22%
75	1089	3.72%
76	1089	3.72%
77	1401	4.78%
78	1401	4.78%
79	1039	3.54%
80	1039	3.54%

Total Living Unit Square Footage:

25,052

Total Percentage Ownership of Common Elements:

85.48%

GARAGE UNIT NUMBER	GARAGE UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
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BAL
LIST
OFF

G1	193	0.66%
G2	193	0.66%
G3	193	0.66%
G4	193	0.66%
G5	193	0.66%
G6	193	0.66%

BAL
2ND
OFF

G65	193	0.66%
G66	193	0.66%
G67	193	0.66%
G68	193	0.66%

BAL
3RD
OFF

G69	193	0.66%
G70	193	0.66%
G71	193	0.66%
G72	193	0.66%

BAL
4TH
OFF

G73	193	0.66%
G74	193	0.66%
G75	193	0.66%
G76	193	0.66%

BAL
5TH
OFF

G77	193	0.66%
G78	193	0.66%
G79	193	0.66%
G80	193	0.66%

BAL
6TH
OFF

BAL
7TH
OFF

BAL
8TH
OFF

Total Garage Unit Square Footage:	4246	Total Percentage Ownership of Common Elements:	14.52%
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Total Square Footage of All Units:	29,298	Total Percentage Ownership of Common Elements:	100%
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This percentage allocates to each Unit an undivided interest in the Common Elements, a portion of the votes in the Association, and a percentage of the Common Expenses of the Association. The total undivided interest allocated to each Owner shall be the sum of the interests allocated to each Unit owned by such Owner whether a Living Unit or a Garage Unit.

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757631

OFFICE OF THE REGISTRAR
OF TITLES
HENNEPIN COUNTY, MINNESOTA
CERTIFIED FILED ON 19D

FEB - 1 1991

BY *A. Brown Carlson*
REGISTRAR OF TITLES
DEPUTY *dam*

DECEMBER 1 5 1990
PLAT 10150
10150

X

State of Minnesota

885

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Cambridge Condominium Association

Corporate Charter Number: 1F-427

Chapter Formed Under: 317A

This certificate has been issued on 11/05/1990.



Joan Anderson Grove
Secretary of State

1F-427

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ARTICLES OF INCORPORATION

OF

CAMBRIDGE CONDOMINIUM ASSOCIATION

These Articles of Incorporation are signed and acknowledged by the undersigned incorporator for the purpose of forming a non-profit corporation under Minnesota Statutes, Chapter 317A, as follows:

ARTICLE I

The name of the corporation is Cambridge Condominium Association (hereinafter called "the Association").

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Minnesota Statutes Chapter 515A (the Uniform Condominium Act) to operate, manage, maintain and care for Cambridge Condominium, a condominium located in Hennepin County, Minnesota.

ARTICLE III

The Association shall not afford pecuniary gain incidentally or otherwise to its members.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name of the Association's registered agent shall be C.T. Corporation and the location of the Association's registered office shall be 1032 Midland Bank Building, Minneapolis, Minnesota 55401.

ARTICLE VI

The name and address of the incorporator of the Association is:

3
✓

513727

Thomas L. Bray
Briggs and Morgan, P.A.
2200 First National Bank Building
Saint Paul, Minnesota 55101
Phone: (612) 291-1215

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ARTICLE VII

The number of directors constituting the first Board of Directors shall be three. The names and addresses of such directors are:

Thomas M. Boyce
5929 Baker Road
Suite 470
Minnetonka, Minnesota 55345

Kevin M. Clark
5929 Baker Road
Suite 470
Minnetonka, Minnesota 55345

Connie McGuire
5929 Baker Road
Suite 470
Minnetonka, Minnesota 55345

The first Board of Directors shall hold office until the First Annual Meeting of the Association.

ARTICLE VIII

Members of the Association shall have no personal liability for corporate obligations.

ARTICLE IX

The Association shall have no capital stock but shall have members. Members of the Association shall consist of such persons or entities as may be admitted pursuant to the Bylaws of the Association.

ARTICLE X

No part of the net earnings of the Association shall inure to the benefit of any member, director or officer of the Association or any private individual, except that reasonable compensation may be paid for services rendered to or for the Association in the

performance of its association purposes. In general, the affairs of the Association shall be conducted in conformity with public policy applicable to non-profit corporations.

ARTICLE XI

The power to amend or repeal Bylaws is hereby reserved to the members of the Association. The procedures for amending or repealing the Bylaws are as set forth in the Bylaws.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand this 2nd day of November, 19 90

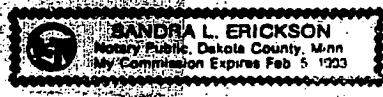
By Thomas L. Bray
(Name)

STATE OF MINNESOTA)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of November, 19 90 by Thomas L. Bray

Bandra L. Erickson
Notary Public

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
NOV 05 1990



Jean Anderson Howe
Secretary of State

Addendum to Cost Share Grant Application 2024

Location of Cambridge Condominium storm water pond (near Oregon Avenue & Oregon Circle, Bloomington, MN 55438)



Closeup of storm water pond area



Photographs of Water Runoff After Rainstorm

Water running downhill toward rocked French drain



Location for rain garden #1



Water emptying out of French drain
on other side of sidewalk



More Photographs of Water Runoff After Rainstorm - 2

Continued runoff from French drain



Rain garden location #2

Water & mud



More Photos of Water Runoff - 3

Water continues to pond



Location of berm and rain garden #3



Water cuts into side of hill
as it flows down into pond



Rough sketch of rain garden locations by Metro Blooms landscape designer Nikolai Fjelstad on July 7, 2023.

