



**COMMON INTEREST COMMUNITY NUMBER 219
SPRING LAKE PARK OFFICE CONDOMINIUMS -
A CONDOMINIUM**

FIRST AMENDED AND RESTATED DECLARATION

THIS FIRST AMENDED AND RESTATED DECLARATION of Spring Lake Park Office Condominiums is made this 7TH day of JUNE, 2013, by the Spring Lake Park Office Condominiums Association (the "Association"), pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

WHEREAS, the Association is the managing body of the aforementioned Spring Lake Park Office Condominiums (the "Condominium"), a non-residential condominium located in Spring Lake Park, Minnesota; and

WHEREAS, the Condominium was formed on June 22, 2006, by the filing of the declaration for that purpose by the Declarant, SP Developers, Inc., in the office of the Registrar of Titles in and for Anoka County, Minnesota, as Document No. 488059.003 (the "Declaration"); and

WHEREAS, the Association desires to amend the Declaration for various reasons; and

WHEREAS, it is the intent of the Association not to replace the entire Declaration, but only to replace or otherwise amend those portions of the Declaration that are hereby specifically replaced or otherwise amended; and

WHEREAS, it is the intent of the Association to hereby restate and affirm those portions of the Declaration not replaced nor otherwise amended herein; and

WHEREAS, it is the intent of the Association that any provisions of the Declaration that are included or otherwise referred to herein that are out-of-date or otherwise of no current effect, such as provisions relating to Declarant's rights, are being included herein solely for the sake of convenience and efficiency, and any such provisions shall not be given any greater effect than they would have solely as a result of their being included or otherwise referred to herein; and

WHEREAS, it is the intent of the Association that the original CIC plat and other exhibits to the Declaration, although not actually attached hereto, shall be deemed to be attached hereto and shall remain in full force and effect and shall be considered as parts of this First Amended and Restated Declaration;

NOW, THEREFORE, the Association promulgates this First Amended and Restated Declaration.

RECITALS

Declarant is the owner of the following described real estate, all of which real estate constitutes and is referred to herein as the "Real Estate" (see Exhibit "A").

That part of Outlot A, SPRING LAKE ESTATES, Anoka County, Minnesota, lying northerly of a line drawn from a point on the west line of said Outlot A distant 387.20 feet south of the northwest corner of said Outlot A to a point on the east line of said Outlot a distant 440.21 feet south from the most northeasterly corner of said Outlot A.

Declarant wishes to establish the real estate as a condominium under the Act.

NOW THEREFORE, Declarant declares that the real estate is and shall be divided, held, transferred, conveyed, sold, leased, occupied and developed for office purposes only, subject to the Act and to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, which shall run with the real estate and be binding upon all parties having any right, title or interest in the real estate, their heirs, successors and assigns, and which shall inure to the benefit of each unit owner and the heirs, successors and assigns of each unit owner.

INDEX TO PROVISIONS REQUIRED BY THE ACT

For the convenience of recording officers, title examiners and others reviewing this Declaration for conformance with the Act, the following is an index to the provisions required by Section 515B.2-105:

- 515B.2-105(a)
- (1) Section 2.01
- (2) Section 2.01
- (3) Section 4.01
- (4) Section 2.01
- (5) Sections 5.01 and 6.01
- (6) Not applicable to this CIC
- (7) Not applicable to this CIC
- (8) Section 9.00
- (9) Sections 5.01 and 7.01
- (10) Not applicable to this CIC.
- (11) principally, Sections 16.01-16.07, 17.01, and 18.01-18.18
- (12) Section 18.16
- (13) Section 2.01

- (14) See, e.g., Sections 20.01, 1.01(C), 7.01(B), 3.01, 9.03, 10.01-10.08, and 2.01.

1.00 DEFINITIONS

1.01 Words defined in the Act shall have the meaning ascribed to them in the Act. The following are supplemental definitions:

- A.** “Association” (or “association,” as applicable) means SPRING LAKE PARK OFFICE CONDOMINIUMS ASSOCIATION, a Minnesota non-profit corporation.
- B.** “Board of Directors” (or “Board” or “board,” as appropriate) means the Board of Directors of the Association.
- C.** “Common Elements” (or “common elements,” as appropriate) means the portions of the Condominium other than the Units.
- D.** “Condominium” or “CIC” means the Spring Lake Park Office Condominiums, the condominium created by the filing of the Declaration.
- E.** “Limited Common Elements”(or “limited common elements,” as appropriate) means a portion of the Common Elements that is set aside and allocated for the exclusive use of one or more, but fewer than all, of the Units, in the manner set forth hereinafter in this Declaration and/or as shown on the CIC plat.
- F.** “Member” (or “member,” as appropriate) means any person or entity holding membership in the Association.
- G.** “Unit” (or “unit,” as appropriate) means a portion of the real estate within a building, including one or more rooms or enclosed spaces, occupying part of one or more floors, which is designed and intended for separate ownership and for use as a professional office or otherwise, as more specifically described herein.

2.00 IDENTITY OF REAL ESTATE AND CIC AND RIGHT TO ADD ADDITIONAL REAL ESTATE

2.01 This Declaration establishes Common Interest Community Number 219, Anoka County, Minnesota, under the name SPRING LAKE PARK OFFICE CONDOMINIUMS, a Common Interest Community. It is a condominium (and not a planned community or cooperative), and is not subject to a master Association. The real estate included within this CIC is legally described as follows:

That part of Outlot A, SPRING LAKE ESTATES, Anoka County, Minnesota, lying northerly of a line drawn from a point on the west line of said Outlot A distant 387.20 feet south of the northwest corner of said Outlot A to a point on the east line of said Outlot a distant 440.21 feet south from the most northeasterly corner of said Outlot A.

This CIC does not contain any shoreland, as defined in Minn. Stat. Sec. 103F.205.

3.00 CIC PLAT

3.01 The CIC plat for this CIC is being recorded simultaneously with, and as a part of this Declaration.

4.00 OWNERS ASSOCIATION

4.01 SPRING LAKE PARK OFFICE CONDOMINUMS ASSOCIATION, a Minnesota nonprofit corporation, has been incorporated under Minnesota Statutes Chapter 317A to act as the Association of unit owners required by Section 515B.3-101 of the Act, in order to enforce and effectuate policies and programs to maintain, administer and enforce the terms contained herein and to collect and disburse assessments and charges hereafter created.

5.00 UNITS AND UNIT IDENTIFIERS

5.01 The CIC consists of 15 units. The unit identifier of each unit is shown on the CIC plat.

6.00 BOUNDARIES

6.01 The unit boundaries shall be the walls, floors and ceilings of each unit, as described in further detail in Section 515B.2-102(b) of the Act.

7.00 USE OF UNITS

7.01 All units are restricted to business office, manufacture, retail and commercial use.

A. The Units are intended solely for business office, manufacturing, retail and commercial use; and no residential, industrial or warehouse use shall be made thereof.

- B.** The Common Elements (including Limited Common Elements) shall remain undivided; and no owner shall bring any action for partition unless the Condominium has first been removed from the provisions of the Act.
- C.** No hazardous activities shall be permitted in or on any portion of the Condominium; and Unit owners shall not permit any trash to accumulate upon either the Common Elements, Limited Common Elements or within a Unit. No Unit owner or occupant shall permit any noxious fumes, gases, or noises to emanate from their Unit(s).
- D.** No illegal or immoral activities shall be permitted upon any portion of the Condominium. The Association shall have the right to determine whether any activities are illegal or immoral and, in such cases, the Association does not need to obtain a court judgment, court order or other similar decision or resolution before the Association may make such determination.
- E.** The Association shall have the power and authority to promulgate appropriate rules and regulations governing the use, maintenance and operation of the Condominium; and such rules and regulations shall be binding upon all members of the Association and their occupants, invitees and guests. Any such rules and regulations shall not be inconsistent with the provisions of this Declaration. In the event of any such inconsistency, this Declaration shall control.

8.00 LIMITED COMMON ELEMENTS

8.01 Allocation of Limited Common Elements. Certain portions of the Common Elements may be allocated for the exclusive use of one or more but fewer than all of the Units. In addition to the Limited Common Elements specified in Section 515B.2-102(d) and (f) of the Act, certain Limited Common Elements, and the Units to which each is allocated, are depicted in the CIC plat. As indicated on the CIC plat, some of those Limited Common Elements are assigned entirely to the Units as a class. Parking spaces, but no other Limited Common Elements, may be reallocated from one Unit to another in the manner described in subsection 515B.2-109(c) of the Act. The Limited Common Elements allocated for the exclusive use of the respective Units are as follows:

- A.** Chutes, Flues, Etc. If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other fixture, lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements, all as provided in Section 515B.2-102(d) of the Act.

- B. Doors, Windows, Balconies, Air Conditioners, Etc.** All exterior doors and windows, and any shutters, awnings, window boxes, doorsteps, stoops, sidewalks, porches, balconies, patios, decks, courtyards, perimeter doors and windows, air conditioners or other improvements constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, but located outside the Unit's boundaries, are Limited Common Elements, the use of which is allocated exclusively to that Unit, all in accordance with Section 515B.2-102(f) of the Act, except that structural elements of porches and balconies shall be Common Elements but not Limited Common Elements. Exterior doors which serve more than one Unit but fewer than all Units shall be deemed to be Common Elements and not Limited Common Elements.
- C. Ownership of Limited Common Elements.** The Association hereby confirms that the ownership of the Limited Common Elements shall be and remain the same as the ownership of the rest of the Common Elements: shared by all Unit Owners, in undivided interests, as more fully explained herein or in the Act, notwithstanding any contrary statement or other action made or taken by the Association or anyone else.

9.00 ALLOCATED INTERESTS AND ALLOCATING OF COMMON EXPENSES

9.01. Allocation. Each of the units is hereby allocated a fractional undivided interest in the Common Elements and in the common expenses of the Association, and a portion of the votes in the Association, specified in Exhibit "B" attached to this Declaration and any amendments to the Declaration. However, certain expenses may be assessed against one or more, but fewer than all, of the units pursuant to Section 515B.3-115(e) of the Act or other applicable provisions of the Act.

9.02 Allocation of Limited Common Element Expenses. Common expense assessments, as described in Section 9.03, below, may be used by the Association for, among other things, the costs of maintenance of the Common Elements, including the costs of maintenance of the Limited Common Elements. Said common expense assessments may also be used by the Association for the repair and replacement of the Common Elements EXCEPT FOR the costs of repair and replacement of the Limited Common Elements. It is the Association's intent that the aforementioned common expense assessments be used to pay for the maintenance of the Limited Common Elements, but not for the costs of repairing or replacing the Limited Common Elements. The Association intends that the costs of the repair and/or replacement of the Limited Common Elements shall be the direct responsibility of the owner(s) of the Unit(s) to which the use of said Limited Common Elements has been assigned, subject to the direction and control of the

Association. In connection therewith, the Association shall, at all times, have the authority to direct and control the repair and/or replacement of the Limited Common Elements by the owner(s) of the Units to which the use of said Limited Common Elements has been assigned. The Association shall also have the authority to use common expense assessment amounts, or other Association funds, to pay for the costs of repair and/or replacement of Limited Common Elements that have not been paid for by the owners of units to which said Limited Common Elements have been assigned, and to assess said repair and/or replacement costs back to the aforementioned units.

9.03 Common Expense Assessments. From and after the adoption of the budget and the levying of expenses by the Association under Section 515B.3-115 of the Act, each Unit Owner covenants to pay common expense assessments (as the term is used in Section 515B.2-108 of the Act) allocated to their individual Unit(s). Common expense assessments shall be allocated among the Units in the manner set forth on Exhibit "B". Common expense assessments (other than special assessments) shall be payable monthly as provided in the Bylaws.

9.04 Special Allocations of Common Expenses. Special allocations of Common Expenses shall be permitted as provided herein and as allowed by Section 515B.3-115 of the Act:

- A. The Association shall be responsible for maintaining the exteriors of the buildings and, to the extent the Association maintains the exteriors of the buildings, that part of any assessment allocated to replacement reserves shall be fully levied against a Unit upon the substantial completion of the exterior of the building containing the Unit;
- B. The Declarant's liability, and the assessment lien, for common expense assessments other than replacement reserves, on any Unit owned by the Declarant may be limited to twenty-five percent (25%) or any greater percentage of any common expense assessment levied, until the Unit or any building located in it is substantially completed. Substantial completion shall be evidenced by the issuance of a certificate of occupancy in any jurisdiction that may be authorized to issue a certificate of occupancy;
- C. Any common expense or portion thereof benefiting fewer than all Units may be assessed exclusively against the Units benefitted;
- D. The costs of insurance may be assessed in proportion to risk or coverage, and the costs of utilities may be assessed in proportion to usage; and
- E. Any expense incurred by the Association that is associated with the repair or replacement of a Limited Common Element may be properly allocated and assessed against the Units to which that Limited Common Element is assigned.

9.05 Maximum amount of Assessment as to Each Unit. Until January 1st of the year immediately following the year of conveyance of the first Unit to an Owner, the maximum annual assessment permitted with respect to each Unit shall be \$ _____ annually, or, if collected monthly, \$ _____ per month. From and after January 1st of that year, assessments shall be determined by the Board of Directors, provided, however, that an increase in assessments of more than ten percent (10%) over the previous year's assessments shall require consent of two-thirds (2/3) of all Unit Owners. During the period of Declarant control, the levying of any special assessment shall require the consent of two-thirds (2/3) of all Unit Owners other than Declarant.

9.06 Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence for any Unit within the Property on the day of conveyance of the first Unit in the Property and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each assessment period and in lieu thereof, the amount of prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto. The due dates when said annual assessments are due and payable shall be established by the Board of Directors.

10.00 ASSESSMENTS AND LIABILITY FOR ASSESSMENTS

10.01 General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B.3-116 specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate.

10.02 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any unforeseen or unbudgeted common expense including, without limitation, the unexpected construction, reconstruction, repair or replacement of a capital improvement and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the voting power of the members who are voting in person or by proxy at a meeting duly called for said purpose.

The Board shall have the authority to levy additional, or "special," assessments against units which, in the Board's sole discretion, have not properly maintained, repaired and/or replaced all or part of any Limited Common Elements said units are responsible for maintaining, repairing and/or replacing pursuant to the terms of this Declaration or otherwise. The Board's authority to levy such "Limited Common Element" special assessments does not require any vote of the members prior thereto, nor are any of the other limitations on special assessments contained above, or otherwise herein, applicable

to said "Limited Common Element" special assessments. As with other assessments levied by the Association, the lien provisions of Section 515B.3-116 of the Act, and any other provisions in the Act or herein pertaining to the Association's authority to collect assessments, are applicable to the "Limited Common Element" special assessments authorized hereunder.

10.03 Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all units not later than 60 days after the conveyance of the first unit to an owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

10.04 Notice of Annual Assessments. By November 30 of each year, the Board shall fix the amount of annual assessments against each unit for the following fiscal year and shall send written notice thereof to each owner. At the time the Board fixes the amount of annual assessments, it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each owner.

10.05 Lien of Association. The Association shall have a lien on each Unit for any assessments levied against that Unit, as provided under Section 515B.3-116 of the Act and such lien shall have the priority and may be foreclosed in the manner provided in the Act. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

Fees, charges, late charges, fines and interest charges pursuant to Section 515B.3-102(10), (11) and (12) of the Act shall be enforceable as assessments. Past due assessments, and amounts enforceable hereunder as assessments, shall bear interest at the rate established with respect to judgments under Minnesota Statutes Section 549.09.

10.06 No Waiver of Liability. Each Unit Owner at the time an assessment is payable is personally liable to the Association for the payment of the assessment against his or her Unit, as provided in Section 515B.3-116(e) of the Act, and no Unit Owner may exempt himself or herself from the common expense liability by waiver of the use or enjoyment of any of the common elements or by the abandonment of his or her Unit.

10.07 Liability of Grantee for Unpaid Assessments. In a voluntary conveyance of a Unit (except as provided with respect to First Mortgagees) the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against grantor for the share of the common expenses 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, any grantee shall be entitled, upon written request, to a statement setting forth the amount of unpaid assessments currently levied against his or her Unit, as provided in Section 515B.3-116(g) of the Act.

10.08 Reserve for Replacement; Monthly Assessments. Assessments for common expenses shall include a portion thereof, as designated by the Board, to be set aside as a reserve fund to be used to pay for or defray the future costs of replacement of those parts of the Common Elements the Association is required to repair and replace. Said reserve fund is not intended to contain any amounts to be used for the repair or replacement of any Limited Common Elements the Association is not obligated to repair or replace. Notwithstanding the foregoing, the Association shall have continuing authority to control, authorize and/or undertake, if necessary, the repair and/or replacement of said Limited Common Elements and assess responsible Units the costs thereof. Said reserve fund shall be funded by monthly payments and not by extraordinary special assessments, except for any such special assessments that may be made against Unit owners who may have caused the Association to make extraordinary expenditures from said reserve fund. In addition, there shall be a working capital fund for the initial months of operation of the CIC equal to at least two months' estimated common expense assessment for each Unit.

11.00 ALTERNATIVE ASSESSMENT PROGRAM

11.01 Except as provided in Section "9.04.B", the Declarant does not establish an alternative assessment program of the type described in Section 51B.3-115(a)(1) of the Act.

12.00 ENCROACHMENT EASEMENT AND OTHER EASEMENTS

12.01 The existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the description contained in the original Declaration, are its legal boundaries regardless of vertical or lateral movement of the building or minor variances due to shifting or settling.

12.02 Each unit owner is granted access easements over and across the Common Elements as defined in Section 1.01.E.

13.00 ASSOCIATION MAINTENANCE RESPONSIBILITY

13.01 Common Elements. It is the stated intent of the Association to use the regular annual assessments levied by the Association to pay for the maintenance, repair and replacement of the Common Elements, with the following limitations: The Association shall be responsible for exterior building maintenance and the maintenance of the Common Elements, including the maintenance of the Limited Common Elements (except for air conditioning units, the maintenance of which is the responsibility of the Unit owners), the expense of which shall be allocated as described in the Act and this Declaration. The Association shall also be responsible for using the aforementioned regular annual assessments for repairing and replacing the Common Elements, except for the Limited Common Elements. It shall be the responsibility of the owners of units which

have been assigned the use of the various Limited Common Elements to separately pay for the repair and/or replacement of said Limited Common Elements.

Notwithstanding the foregoing, the Association shall always have the exclusive right to manage the Common Elements, including the Limited Common Elements, and shall further have the exclusive right to control the maintenance, repair and/or replacement of the Common Elements, including the Limited Common Elements, and including the right to control the type, extent and amount of any maintenance, repair and/or replacement performed, or required to be performed, upon the Limited Common Elements by the unit owners pursuant to the terms of this Declaration.

13.02 The Association shall be responsible for snow removal, landscaping and lawn care, outdoor lighting, and rubbish removal.

13.03 The Association shall be responsible for maintenance of any permanent signage located on the Common Elements. All signage proposed to be displayed within the units or within or upon any of the Limited Common Elements or Common Elements by a unit owner must have the prior written approval of the Association.

13.04 The Association shall be responsible for maintaining parking areas within the Condominium.

13.05 Services. The Association may obtain and pay for the services of any persons or entities to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Association or the enforcement of this Declaration. The Association may arrange with others to furnish trash collection and other common services to each Unit.

13.06 Personal Property and Real Estate for Common Use. The Association may acquire and hold, for the use and benefit of all of the owners, tangible personal property and real estate and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a Unit, provided that an owner may delegate his right of enjoyment of such property to residents of his Unit. A transfer of title to a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to beneficial interest in such property associated with the foreclosed Unit.

14.00 OWNER'S MAINTENANCE

14.01 Upkeep and Maintenance. Each owner shall be responsible for the upkeep and maintenance of the owner's Unit and, to the extent not otherwise maintained by the Association, the assigned Limited Common Elements, including air conditioning units, serving the owner's Unit.

Every owner must perform promptly all cleaning, maintenance and repair work within his Unit, which, if omitted, would affect another Unit or Units, being expressly responsible for the damages and liabilities that his failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an owner to remove offending items, or to use a professional exterminator or other appropriate contractor and take corrective action, and the Association may assess the Unit for the reasonable cost thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of any part of the Condominium, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the Condominium or the Association or any Association members.

14.02 Heating of Units. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Unit which might result in damage to an adjoining Unit, all owners shall maintain the temperatures in their Units to be, at all times, at least at 55 degrees Fahrenheit (or such other reasonable temperature or standard as the Board of Directors may from time to time specify by written rule), subject, however, to the inability to maintain such temperature due to causes beyond the owner's reasonable control. Any damages or other costs resulting from the refusal or failure of an owner to so maintain such minimum temperature may be assessed against the offending Unit. However, if the failure to maintain such minimum temperature is due to causes beyond the owner's reasonable control, the cost of such repair shall be a common expense. The Association may by rule require owners of Units which are unoccupied for substantial periods of time during winter to install or otherwise use alarms or other devices which will detect abnormally low temperatures and signal or otherwise notify said Unit owners of said low Unit temperatures.

15.00 INSURANCE, CASUALTY AND EMINENT DOMAIN

15.01 Association's Policies. Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage of the common elements and units. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or any insurance trustee to adjust all losses and described the Association's duty with respect to repair or rebuilding after casualty to common elements or units. The

provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented as follows:

- A. The Association shall carry worker's compensation insurance whenever it has eligible employees.
- B. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
- C. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgagee obligating the Association to keep specified coverages in effect for specified period and to notify a holder, insurer or guarantor of any changes to coverage.

15.02 Owner's Individual Policies. Each Unit owner shall carry insurance for such owner's benefit insuring the owner's liability and the owner's carpeting, wallcovering, fixtures, furniture, furnishings, and other personal property, and fixtures and other property supplied or installed by the owner or a previous owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner. The Association shall not provide coverage for those items.

15.03 Betterments. In all events, betterments or improvements made subsequent to the original construction by any owner to a Unit shall be the responsibility of the owner to insure separately (or by rider to a blanket policy at the consent of the Association) if he desires to the same insured. If the trustee or mortgagee undertakes the reconstruction or remodeling of a Unit as above provided, the same need be restored only to substantially the same condition as the Unit was in as of the completion of the original construction. In the event a Unit owner does not adequately insure any such betterment or improvement, the Association may pay for such insurance as is adequate in the Association's judgment and assess the cost(s) of such insurance against the affected Unit(s). Nothing herein shall be construed as constituting any grant of right or permission given by the Association for the construction or installation of any betterment or improvement without the Association's prior written approval and/or otherwise in accordance with any applicable rules of the Association relating thereto.

15.04 Coverage. Premiums for blanket insurance coverages insuring the Common Elements and Limited Common Elements, and any other insurance coverages purchased by the Association, including but not limited to liability coverages, workers' compensation, or other insurance coverages, shall be common expenses and assessed against all Unit owners according to the percentage of each Unit's ownership of the Common Elements. The Association shall at all times ensure that appropriate insurance

coverages are maintained, and that the Condominium is fully insured against loss or damage. In no event shall the Association permit any casualty insurance to fall below any limit established by that carrier as its co-insurance threshold so that the Association would bear the cost of repair or reconstruction in any amount other than an applicable deductible.

A Unit owner, by accepting ownership of a Unit, irrevocably consents to the appointment of the Association as that owner's true and lawful attorney-in-fact to act in connection with all matters concerning the purchase and maintenance of all types of property and liability insurance, except as to the individual policies of insurance which shall be procured by each Unit owner. The Association shall have full power and authority to collect all proceeds from all policies, except the individual Unit owners' policies, and to distribute them to all parties entitled thereto, or to the owners and their respective mortgagees as their interests may appear, and to execute all documents, releases, and waivers, and do all things on behalf of each owner as shall be required to accomplish the foregoing.

Each Unit owner shall be obligated to use all proceeds received by that owner as the result of an insured loss to repair and restore that owner's Unit to the condition it was in prior to such loss or damage, and to complete such repair and restoration at the owner's expense should insurance proceeds be insufficient to pay the total cost thereof. Such repair and/or restoration shall be completed at the earliest practicable time. If, however, the entire building housing the insured Unit shall be totally destroyed and all Unit owners in the Association shall agree to remove the destroyed property from the Condominium, or to not rebuild said building, the total insurance proceeds payable shall be distributed among the parties entitled thereto according to the law and the provisions of this Declaration.

15.05 Eminent Domain. As in the case of physical damage or destruction, the Association shall represent all unit owners with respect to the Association's interest in any condemnation involving all or any part of the condominium, including condemnation proceedings, and any negotiations, settlements or agreements as part of the condemnation or in lieu of the condemnation and all proceeds shall be payable in the first instance to the Association or an insurance trustee for the benefit of owners and mortgage holders. Each Unit Owner shall have the right to its own representation in any condemnation of that Owner's Unit.

16.00 ARCHITECTURAL RESTRICTIONS

16.01 Association Control. The Association shall have the exclusive control of the common elements (including limited common elements) and no change or modification shall be made to the common elements or to the exterior of any unit, including changes in appearance or color, except by the Association or with the authorization of the

Association. The restrictions stated below shall be considered only as examples of the Association's authority to control the common elements and not as any limitation on the Association's authority to do so.

16.02 Glass. No films or coatings shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit.

16.03 Awnings. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills without the prior written consent of the Association.

16.04 Wiring or Penetrations. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of the building except as authorized by the Association.

16.05 Mechanical and Electrical Equipment. No additional air conditioning or air cooling unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association.

16.06 Structures on the Common Elements. No building, fencing, sheds or other structures shall be erected or maintained on the common elements except structures for common use (including leasing or assignment to owners) authorized by the Association.

16.07 Antennae. Except with prior written approval of the Association, no exterior television, radio, or satellite antenna of any sort shall be erected or maintained upon the common elements or the exterior of a unit.

17.00 RENTAL RESTRICTIONS

17.01 Any lease between an owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. All leases shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease may be for a period of less than one year. Other than the foregoing, there shall be no restrictions on the right of any owner to lease the owner's unit. All leases shall be deemed to include, for the term of the lease, all of the owner's rights to use common rooms and open spaces of the condominium.

18.00 GENERAL RESTRICTIONS

18.01 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof which would increase the rate of insurance on the real estate or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or be validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the real estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and other owners harmless against all loss resulting from such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any unit or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully residing on the real estate.

No heating devices, refrigeration equipment or other machinery which causes vibrations detectable from outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

18.02 Signs. No unit owner or occupant shall post any advertisements, posters or signs of any kind in or on the owner's unit, except as authorized by the Association, nor shall signs, billboards, notices or other advertising matter of any kind be placed on the exterior of the unit, or in the interior of any unit so as to be visible from outside of the unit. The owners shall have the right to display identifying signage on the exterior of their units subject to reasonable regulation by the Association, but no competing or disparaging signs or messages may be displayed by the Association, or the owners so as to be visible from outside of a unit.

18.03 Noises. Unit owners and occupants shall not make noises, play instruments or operate radios, televisions or amplifiers in a way that may disturb other unit owners, or otherwise create disturbance to the peace and tranquility of the building. No nuisance shall be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the office condominium by all unit owners.

18.04 Outside Storage. Outside storage shall not be allowed.

18.05 Vehicle Storage. No automobiles, boats, snowmobiles, jet skis, trailers, recreational vehicles, camping vehicles, buses, camper tops, "all-terrain vehicles", tractor trailers, trucks, or unlicensed or inoperable vehicles shall at any time be stored or parked overnight on the common elements without the express written approval of the Board of Directors, which may be withheld without stated reason.

18.06 Repairs to Vehicles. Save for emergency repairs, no repairs or adjustments to motor vehicles may be carried out on the common elements.

18.07 Landscaping. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work or improvements on the common elements, including grass, trees and flower beds.

18.08 Designated Areas for Vehicles. No motor vehicle shall be driven or parked on any part of the common elements other than on the designated parking area.

18.09 No Obstructions. The sidewalks, walkways, passages, entrances, and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.

18.10 Flammable or Hazardous Materials. No storage of any combustibles, flammable or hazardous goods, provisions or materials shall be kept on any part of the real estate.

18.11 Non-Interference. No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements. No part of the common elements shall be used by the owners for the erection, placing or maintenance of incinerators, garbage disposal equipment, recreation or athletic equipment, tents, fences or other barriers for the placing or disposal of rubbish, garbage or waste.

18.12 Cable System Access. In the event the board of Directors authorizes any sort of master, cable or community television or data system and/or DSL service, each owner hereby authorizes access to his unit upon reasonable notice for the purpose of installing the conduits and fixtures necessary to serve such unit, without regard to whether the owner then elects to subscribe to or use such system.

18.13 Conservation of Energy. No owner or occupant shall waste water, and all owners and occupants shall comply with governmental laws and policies for the conservation thereof, and any rules and regulations adopted by the Board of Directors in furtherance of conservation.

18.14 Rules and Regulations. The Board of Directors may from time to time adopt, promulgate and publish other rules of conduct reasonably relating to the enjoyment of the condominium by owners and invitees provided that all such rules and regulations may have the effect of contradicting a provision of this Declaration or the Bylaws.

18.15 No Additional Units. Neither the Declarant nor any other unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-1112 of the Act.

18.16 No Time Shares. Time shares, as defined in the Act, are not permitted in this CIC.

18.17 "Small Dish" Antennae. No "small Dish" antennae in excess of one meter in diameter shall be affixed to any portion of the CIC, nor shall any C-band antennae be erected on or affixed to any portion of the CIC without prior written consent of the Board. The Board of Directors of the Association may provide guidelines regarding the use, installation and location of "small dish" antennae.

19.00 FIRST MORTGAGEES

19.01 Precedence. The provisions of this article take precedence over any other conflicting provisions of this Declaration.

19.02 Notice of Action. Any mortgagee and any insurer or guarantor of a first mortgage on a unit who has advised the Association in writing of its name and address and the address of the unit covered by such mortgage, and in said writing as requested of the Association to notify it of any of the following, will be entitled to timely written notice of:

- A.** Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;
- B.** Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, Bylaws or Articles of Incorporation by an owner of a unit subject to a first mortgage held, insured or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days.
- C.** Any lapse, cancellation or material modification of any insurance policy maintained by the Association.
- D.** Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in Section 21.03 below.

19.03 Examination of Books and Records. First mortgagees and holders, insurers and guarantors of first mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the Bylaws.

19.04 Designation of Representative. Any holder of a first mortgage on a unit may designate a representative to attend meetings of members.

20.00 SPECIAL DECLARANT RIGHTS

20.01 Special Declarant Rights. Declarant hereby reserves the following rights (referred to in the Act as special declarant rights):

- A. the right to complete improvements indicated on the CIC plat;
- B. the right to maintain sales offices, management offices, signs advertising the common interest community and model, if a model is used.
- C. the right to use easements through the common elements for the purpose of making improvements within the CIC;
- D. the right to appoint or remove any officer or director of the Association during the period of Declarant control, which shall expire on the earliest of the following events:
 - 1. surrender of the right of control by Declarant;
 - 2. sixty (60) days after the conveyance of 50% of the units to owners other than Declarant; and
 - 3. three (3) years from the first conveyance of a unit to an owner other than Declarant
- E. the right to store building materials at the work site.

21.00 AMENDMENTS

21.01 The Act specifies the requirements for amending the Declaration. In addition to those requirements:

21.02 Declarant's Joinder. In addition to the other requirements for amendment of this Declaration and the Bylaws contained herein, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or Bylaws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to maintain sales and management offices and models or to maintain signs advertising the project, until the last conveyance of a unit to an owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

21.03 Mortgagee Approval. In addition to all other requirements set forth herein except when a higher percentage is required by law or this Declaration, amendments to this Declaration of a material nature must be agreed to by unit owners who represent at least 67% of the total allocated votes in the Association and by mortgage holders who have submitted a written request to the Association to be notified of any proposed action requiring consent of mortgage holders who represent at least 51% of the votes ascribed to units that are subject to mortgages held by such mortgage holders. A change to any of the provisions governing the following matters would be considered material:

- A. voting rights;
- B. increases in assessments that raise the previously assessed amount by more than 25%, the assessment liens, or the priority of assessment liens;
- C. reductions in reserves for maintenance, repair and replacement of common elements;
- D. responsibility for maintenance and repairs;
- E. reallocation of interests in the general or limited common elements, or rights to their use;
- F. redefinition of any unit boundaries;
- G. convertibility of units into common elements or vice versa;
- H. expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- I. hazard or fidelity insurance requirements;
- J. imposition of any restrictions on the leasing of units;
- K. imposition of any restrictions on a unit owner's right to sell or transfer the unit;
- L. a decision by the Association to establish self-management if professional management had been required previously by the holder of a first mortgage on a unit;
- M. restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or
- N. any provisions that expressly benefit mortgage holders, insurers or guarantors.

22.00 WORKING CAPITAL FUND

22.01 Establishment. The Declarant shall establish a working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. At the time control of the Association is transferred to owners, the working capital fund shall be transferred to the Association for deposit in a segregated fund. The fund shall be initially established at an amount equal to two months' assessments on all units. The amount attributable to a particular unit will be collected and deposited in the fund at the time of closing of Declarant's sale of the unit, provided that when control of the project is transferred to owners, the amounts attributable to all units which have not then closed shall be collected.

A contribution from each unit to the working capital fund is measured by two months' assessments, but amounts paid into the fund are not advance payments of regular assessments.

22.02 Declarant's Accounting. The Declarant may not use working capital funds to defray any of its expenses, reserve contributions or construction costs to make up any budget deficits while it is in control of the Association. When unsold units are sold, however, the Declarant may reimburse itself from funds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

23.00 MISCELLANEOUS

23.01 Right to Cure. In the event that any owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the owner. If the Association so acts on behalf of an owner, the Association may levy an assessment against the owner's unit for the cost of the performance or correction.

23.02 Association Acts through Board. The power and authority of the Association as provided in the applicable statutes, the Declaration, Bylaws and Rules and Regulations shall be vested in a Board of Directors elected by the owners in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in this Declaration and the Bylaws to action by the Association shall mean the Board of Directors acting for the Association, unless action by the vote of the owners, members or mortgagees is expressly required by the Declaration or Bylaws.

23.03 Notices. Any notice required to be sent to any member of the Association (or owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such member appearing on the records of the Association at the time of such mailing. In the case of multiple owners of a unit, notice to any one of such owners shall be deemed notice to all.

on the records of the Association at the time of such mailing. In the case of multiple owners of a unit, notice to any one of such owners shall be deemed notice to all.

23.04 Captions. The headings in this Declaration are intended for convenience only and shall not be given any substantive effect.

23.05 Construction. In the event of any apparent conflict between this Declaration and the Bylaws, the provisions of this Declaration shall govern. The use of pronouns such as "his", "he" and "him" are for literary purposes and mean whenever applicable the plural and female forms.

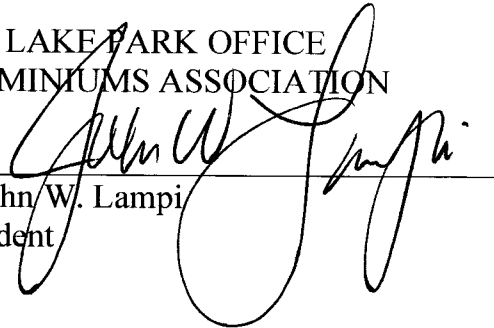
23.06 Not Subject to Ordinance. This condominium is not a conversion condominium within the meaning of Minnesota Statutes Section 515B.1-106(c), and is therefore not subject to any ordinance of the type authorized or permitted by said statute.

23.07 Rights of Action. In addition to all other remedies and rights set forth in the Act, the Association, and any one or more aggrieved unit owners, shall have a right of action against unit owners who fail to comply with the provisions of the Declaration and Bylaws, or the decisions of the Association, and one or more unit owners shall also have such rights or action against the Association for any failure to comply with or enforce such provisions.

23.08 Declarant's Rights and Obligations. The Declarant shall enjoy the same rights and shall be deemed to have assumed the same duties with respect to its unsold units in the condominium as any other owner, except as modified or extended by the alternate assessment program and the special Declarant rights described in this Declaration.

SPRING LAKE PARK OFFICE
CONDOMINIUMS ASSOCIATION

By:


John W. Lampi

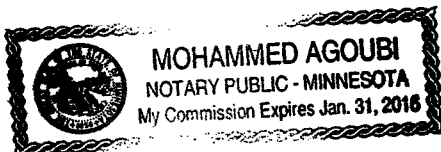
Its: President

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 7th day of June, 2013, by John W. Lampi, the President of the SPRING LAKE PARK OFFICE CONDOMINIUMS ASSOCIATION.




Notary Public

This instrument was drafted by:

John R. Dorgan, Esq.
Suite 213, Chicago Plaza
4826 Chicago Avenue South
Minneapolis, MN 55417

CONDOMINIUM NUMBER 219

SPRING LAKE PARK OFFICE CONDOMINIUMS

EXHIBIT A TO FIRST AMENDED AND RESTATED DECLARATION

AFFIDAVIT OF SECRETARY

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The undersigned, Secretary of Spring Lake Park Office Condominiums Association (the "Association"), being first duly sworn on oath, hereby swears and certifies, pursuant to the applicable provisions of the Declaration of Spring Lake Park Office Condominiums (the "Declaration"), and applicable statutes, that this instrument has been duly approved by the Association by a vote of at least sixty-seven percent (67%) of the votes in the Association, in satisfaction of the requirements for amending the Declaration. Such approval and vote was obtained and conducted prior to and as of June 6, 2013, and was done in accordance with the Declaration, as well as the Bylaws of the Association.

Michele Schnitker
Secretary

The foregoing instrument was subscribed and sworn to before me this 7TH day of JUNE, 2013, by MICHELE SCHNITKER, the Secretary of the Spring Lake Park Office Condominiums Association, a Minnesota non-profit corporation, on behalf of the non-profit corporation.

Jane M. Klesk
Notary Public



ANOKA COUNTY MINNESOTA

Document No.: 516860.005 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 06/27/2013 2:18:00 PM

Fees/Taxes In the Amount of: \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

GKE, Deputy

APPROVED FOR FILING

Certificate of Title No. 109085

as to _____

Jonell M Sawyer 6-27-13

Examiner of Titles

Record ID: 2614679

