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**MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**VOYAGEURS RETREAT AT GIANTS RIDGE**

This Master Declaration of Covenants, Conditions, Restrictions and Easements of Voyageurs Retreat at Giants Ridge (the "Master Declaration"), is made and executed this 10<sup>TH</sup> day of AUGUST, 2005, by Naterra Land, Inc., a Minnesota corporation (the "Master Developer"), pursuant to Section 515B.2-121(f)(1) of the Minnesota Common Interest Ownership Act (the "Act").

**WITNESSETH**

**WHEREAS**, the Master Developer is the owner of certain real property located in St. Louis County, Minnesota, and legally described in Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Master Developer also owns or has the right to acquire, and to add to the Property, all or a part of the real property legally described in Exhibit C attached hereto (the "Additional Property"); and

**WHEREAS**, the Master Developer has established the Master Association, as defined in this Master Declaration, to act as a "master association" within the meaning of the Act, for the purposes described in this Master Declaration; and

**WHEREAS**, the Property and any Additional Property subjected to this Master Declaration shall not, collectively, constitute a separate common interest community; and

**WHEREAS**, the Property includes shoreland as defined in Minnesota Statutes Section 103F.205, and may be subject to county, township or municipal ordinances or rules affecting the development or use of the shoreland area; and

**WHEREAS**, the Master Developer desires to provide for the administration of certain services for the Property; the enforcement of the covenants, conditions and restrictions contained

in this Master Declaration; and the preservation of the value, amenities and architectural character of the Property; and to this end wishes to subject the Property to this Master Declaration.

**THEREFORE**, the Master Developer subjects the Property to this Master Declaration, under the name "Voyageurs Retreat at Giants Ridge," declaring (i) that this Master Declaration shall constitute covenants to run with the Property, and (ii) that the Property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in this Master Declaration, all of which shall be binding upon all persons having or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

**SECTION 1**

**DEFINITIONS**

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

1.1 "Act" means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended.

1.2 "Additional Property" means the real property described in Exhibit C attached hereto, and all improvements located thereon, now or in the future, which Additional Property the Master Developer has the unilateral right to add to the Property.

1.3 "Architectural Review Committee" or "A.R.C." means the committee of the Master Association which makes determinations concerning architectural and landscape standards for the Property as provided in Section 8.

1.4 "CIC Settlement" means a Settlement which is subject to the Act.

1.5 "Design and Landscape Guidelines" means the Architectural Review, Design and Landscape Guidelines for Voyageurs Retreat at Giants Ridge described in Section 8.4.6.

1.6 "Dwelling" means all or part of a building consisting of one or more floors, designed and intended for occupancy as a single family residence and constituting or located within a Unit. A Dwelling may be located in attached or detached structures. The Dwelling includes any garage located within the boundaries of the Unit in which the Dwelling is located.

1.7 "Master Assessments" means all assessments levied by the Master Association pursuant to Section 6.

1.8 "Master Association" means Voyageurs Retreat Community Association, a nonprofit corporation created pursuant to Minnesota Statutes Chapter 317A and Section 515B.2-121(a) of the Act, whose members consist of all Owners. The Master Association is a "master association" as defined in the Act.

1.9 "Master Board" means the board of directors of the Master Association as provided for in the Master Bylaws.

1.10 "Master Bylaws" means the bylaws governing the operation of the Master Association, as amended from time to time.

1.11 "Master Common Elements" means all parts of the Property, or interests therein, now or hereafter owned by the Master Association and intended for the common use and enjoyment of the Owners and Occupants and their invitees. The Master Common Elements are described in Exhibit B. Exhibit B may be amended from time to time to include additional Master Common Elements as authorized by Sections 2.2 and 2.3 and Section 13.

1.12 "Master Common Expenses" means all expenditures made or liabilities incurred by or on behalf of the Master Association and incident to its operation.

1.13 "Master Developer Control Period" means the time period during which the Master Developer has the exclusive right to appoint the members of the Master Board, as described in Section 12.5.

1.14 "Master Developer Rights" means the exclusive rights reserved to the Master Developer to control the Master Association and complete the development of the Property, as described in Section 12.

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

1.16 "Master Rules" means the rules of the Master Association, as may be approved from time to time by the Master Board, which relate to the Master Association's affairs, or the use or operation of the Property, and apply to the entire Property.

1.17 "Member" means all Persons who are members of the Master Association as described in Section 3.4. The words "Owner" and "Member" may be used interchangeably in the Master Governing Documents.

1.18 "Mortgagee" means a Person which is the holder of a loan secured by a mortgage on any portion of the Property, and its successors and assigns.

1.19 "Non-CIC Settlement" means a Settlement which is not subject to the Act.

1.20 "Occupant" means any Person other than an Owner in possession of or residing in a Dwelling.

1.21 "Owner" means a Person who owns a Unit, but excluding contract for deed vendors, Mortgagees, holders of reversionary or remainder interests and other secured parties within the meaning of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.

1.22 "Person" means a natural individual, corporation, limited liability company, partnership, limited liability partnership or other legal entity capable of holding title to real property.

1.23 "Property" means all of the real property subjected to this Master Declaration, now or in the future, including the Units and all other structures and improvements located thereon. The Property is legally described in Exhibit A attached hereto.

1.24 "Settlement" means a group of two or more Units, and their related Settlement Property (if any), which is designated as a Settlement in accordance with Section 3.3.

1.25 "Settlement Assessment" means a Master Assessment levied against a certain Settlement, but not all Settlements, in accordance with Section 6.4.

1.26 "Settlement Association" means an owners' association established to govern a certain Settlement.

1.27 "Settlement Board" means the board of directors of a Settlement Association.

1.28 "Settlement Common Expenses" means all expenditures lawfully made or incurred by a Settlement Association for the benefit of that Settlement, and incident to the operation of that Settlement, including without limitation any allocation to reserves.

1.29 "Settlement Declarant" means a declarant, as defined in the Act, with respect to a CIC Settlement.

1.30 "Settlement Declaration" means a declaration or similar recorded instrument containing covenants, conditions, restrictions and easements establishing or governing a certain Settlement.

1.31 "Settlement Developer" means a Person (i) which acquires Units from the Master Developer, in a Non-CIC Settlement, for development and resale, and (ii) which is named as the developer of the Settlement in the Settlement Governing Documents for that Settlement.

1.32 "Settlement Governing Documents" means the articles of incorporation, bylaws, declaration, rules or other instrument creating or governing a Settlement, if any.

1.33 "Settlement Property" means all real property which is subject to the Settlement Governing Documents or which otherwise constitutes a part of a Settlement.

1.34 "Unit" means a part of the Property constituting either (a) a physical portion of a CIC Settlement the boundaries of which are described in its Settlement Governing Documents and which is intended for separate ownership, or (b) a platted lot upon which a single family detached Dwelling is located or intended to be located.

Any terms used in the Master Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act. References to Sections refer to Sections of this Master Declaration unless otherwise indicated. References to the singular may refer to the plural, and conversely, depending upon context.

## SECTION 2

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### PROPERTY

2.1 Property. There are 66 Units, subject to the right of the Declarant to add additional Units pursuant to Sections 2.2 and 2.3. The Units and the other Property subject to this Master Declaration are described in Exhibit A attached hereto. Exhibit A may be amended from time to time to include other property, as authorized by Sections 2.2 and 2.3.

2.2 Annexation of Additional Property. The Master Developer may, but is not obligated to, subject all or any part of the Additional Property described in Exhibit C to this Master Declaration as part of the Property. This right shall be exercised by the Master Developer in accordance with the provisions of Section 13. Any property so annexed may be designated as Master Common Elements, Units or other Settlement Property.

2.3 Annexation of Other Property. In addition to the Additional Property, other real property may be annexed to the Property and subjected to this Master Declaration with the prior written approval of (i) the Master Board; (ii) the Master Developer so long as the Master Developer owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration; and (iii) the Settlement Declarant or Settlement Developer of any Settlement to which the property is being added so long as it owns an unsold Unit for sale in the existing Settlement. Any property so annexed may be designated as Master Common Elements, or Units or other Settlement Property. Upon approval of the annexation by the required parties, the Master Association shall execute and record an amendment to the Master Governing Documents to subject the property to this Master Declaration, and to reallocate Master Common Expense obligations, voting rights and memberships.

2.4 Deannexation of Property. Portions of the Property may be deannexed and withdrawn from this Master Declaration subject to the following requirements: (i) the Property shall be owned by the Master Developer; (ii) the deannexation shall be approved by the Master Developer and Master Board; and (iii) an amendment to this Master Declaration describing the deannexation and the parcel being deannexed shall be executed by the Master Developer and the Master Association, consented to by any mortgagee of the deannexed parcel, and recorded. Upon recording of the amendment, the deannexed parcel shall no longer be subject to this Master Declaration.

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

## SECTION 3

## ASSOCIATION STRUCTURE, AUTHORITY AND MEMBERSHIP

3.1 Formation and Purposes. The Master Association is formed as a Minnesota non-profit corporation pursuant to Minnesota Statutes Chapter 317A and Section 515B.2-121(a) of the Act. The Master Association shall have the obligation and the power to perform the following functions:

3.1.1 To maintain the Master Common Elements and all improvements thereon and to provide such other maintenance, repair and replacement as the Master Association is obligated to provide under Section 9.

3.1.2 To administer and enforce the covenants, conditions, restrictions, easements, and other rights and obligations, set forth in the Master Governing Documents and the Master Rules.

3.1.3 To control, preserve and enhance the architectural and environmental character of the Property.

3.1.4 To administer and enforce the covenants, conditions, restrictions, easements and other rights and obligations set forth in the Settlement Governing Documents and exercise the rights of a Settlement Association in lieu and in place of the Settlement Association, including, without limitation, the right and authority to adopt and amend budgets for revenues, expenditures and reserves for the Settlement Association, and levy and collect assessments under the Settlement Governing Documents, and to regulate the use, maintenance, repair, replacement and modification of the Settlement Property, except as relinquished by the Master Association in accordance with the Master Bylaws.

3.1.5 To perform any other obligation or exercise any other power delegated to the Master Association by a Settlement Association in accordance with and subject to its Settlement Governing Documents and the Act.

3.1.6 To administer and enforce the covenants, conditions, restrictions, easements and other rights and obligations set forth in any Settlement Governing Documents if (i) the Master Association determines that the applicable Settlement Association has failed to administer or enforce a covenant, condition, restriction, easement or other right or obligation set forth in the Settlement Governing Documents which has been relinquished to such Settlement Association in accordance with the Master Bylaws; (ii) such failure to administer and enforce is found by the Master Association to cause material harm, nuisance, damage, loss of value or adverse impact on the Property; and (iii) the Settlement Association fails to administer or enforce such covenant, condition, restriction, easement, or other right or obligation within thirty days following the Master Association's written notice to the Settlement Board.

3.2 Authority and Administration. The operation and administration of the Master Association shall be governed by the Master Governing Documents, the Master Rules, the Act and the Minnesota Nonprofit Corporation Act.

3.2.1 The Master Association shall be responsible for the overall operation, management and control of the Property and shall administer and enforce the covenants, conditions, restrictions, easements, and other rights and obligations, set forth in the Master Governing Documents and the Master Rules. The Master Association shall have and exercise all powers relating to the operation and maintenance of the Property on behalf of all Owners and Occupants, except to the extent that any powers are expressly reserved to one or more Settlement Associations or relinquished by the Master Association in accordance with the procedures described in the Master Bylaws.

3.2.2 The Master Association may exercise any other power conferred or delegated by the Settlement Governing Documents or a Settlement Association in lieu and in place of the Settlement Association. The Master Association, by action of the Master Board, may relinquish any of its powers to one or more Settlement Associations as provided in the Master Bylaws. All Settlement Governing Documents shall contain provisions delegating all of the powers of the Settlement Association to the Master Association, subject to the foregoing reservation or relinquishment of powers.

3.2.3 All power and authority of the Master Association shall be vested in the Master Board, unless action or approval by the Owners is specifically required by the Master Governing Documents or the Act. All references to the Master Association mean the Master Association acting through the Master Board unless specifically stated to the contrary.

3.2.4 It is recognized that the interests of the Owners may be served in the future by expanding or restricting the Master Association's powers. The powers of the Master Association may be expanded by amending this Master Declaration, and the Master Bylaws if necessary for consistency, and the Settlement Governing Documents of any Settlement affected by the change in powers, if necessary.

3.3 Settlements. A parcel or parcels of land intended for development as a single Settlement may, but must in the case of a CIC Settlement, be designated as a Settlement in a Settlement Declaration creating or establishing the Settlement. Two or more Units which are located in physical proximity or which share physical or operational characteristics, or other common interests, may be included in a Settlement. By way of illustration and not limitation, a condominium, planned community or single family detached housing group may be designated as a separate Settlement, or a Settlement may be comprised of more than one housing type.

3.3.1 A Settlement Declaration shall be consistent with the Master Governing Documents and subject to approval by the Master Developer. The Master Developer, and the Settlement Declarant or Settlement Developer of the Settlement in question, shall ensure that the Settlement Governing Documents authorize the Master Association to exercise the powers described in this Master Declaration and are otherwise consistent with the Master Governing Documents. The Master Developer has the power to (i) redesignate Settlement boundaries; (ii) change the number of Units in a Settlement; or (iii) combine or subdivide two or more Settlements, subject to the requirements of Section 13. The affected Settlement Governing Documents and plat shall be amended, as necessary, to reflect such changes, and to fairly reallocate voting rights, Settlement Common Expense obligations and membership interests.

3.3.2 New or additional Settlements may be created or added within the Additional Property or other property added to the Property pursuant to Sections 2.2 or 2.3 and Section 13, or replatted from existing outlots.

3.3.3 In addition to the Master Developer's right to add to or subdivide Settlements under Section 13, a Settlement Declarant, Settlement Developer or Settlement Association may petition the Master Board for an addition to, combination or subdivision of a Settlement. The petition shall include specific details of the proposed change, together with any other information reasonably required by the Master Board. Unless otherwise agreed by the Master Board, the Person(s) making the petition shall be responsible for the payment of all fees and costs in connection with the change. The Master Governing Documents and the affected Settlement Governing Documents shall be amended as necessary to reflect the change, and to fairly reallocate voting rights, Master Common Expense obligations and memberships. The amendments must be approved in writing by (i) the Settlement Boards of the affected Settlement; (ii) the Master Board; (iii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration; and (iv) the Settlement Declarant or Settlement Developer so long as it owns an unsold Unit for sale in the Settlement.

3.3.4 Each CIC Settlement and each Non-CIC Settlement that is subject to a Settlement Declaration shall have its own Settlement Board, which shall be elected by the Owners of Units in that Settlement. The Settlement Board shall administer the affairs of that Settlement in accordance with the Settlement Governing Documents for that Settlement and the Master Governing Documents.

3.3.5 Except as expressly authorized by this Master Declaration, no CIC Settlement and no Non-CIC Settlement that is subject to a Settlement Declaration shall be terminated, no Settlement Governing Documents shall be amended, and no Settlement Association shall be dissolved or subjected to bankruptcy or insolvency proceedings, without the prior written approval of (i) the Master Board; (ii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject Additional Property to this Master Declaration; and (iii) the Settlement Declarant or Settlement Developer so long as it owns an unsold Unit for sale in the Settlement.

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

3.4.1 Each Owner shall be a Member by reason of owning a Unit, and the membership shall be automatically transferred with the conveyance of the Owner's title to the Unit. An Owner's membership shall terminate when the Owner's Unit ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be Members, but multiple ownership of a Unit shall not increase the voting rights allocated to the Unit nor authorize the division of the voting rights.

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

3.4.3 Additional memberships in the Master Association may be created only by (i) subjecting Additional Property or other property to this Master Declaration, or (ii)



subdividing a Unit into two or more Units as provided in this Master Declaration and, if the Unit is subject to a Settlement Declaration, in accordance with the requirements thereof.

3.4.4 If two or more Units are combined into a single Unit, the resulting Unit shall be assigned one vote.

3.5 Member Voting. Each Unit is assigned one vote and shall have equal voting rights and privileges for all matters.

3.5.1 The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Master Association. However, if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the Master Bylaws may cast such vote. The voting rights of Owners are more fully described in Sections 3 and 6 of the Master Bylaws.

3.5.2 The ownership of a Unit shall include the voting rights described in this Section 3.5. Said rights, and the title to the Units, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit is void. The allocation of the rights described in this Section shall not be changed, except in accordance with the Master Governing Documents.

3.6 Master Bylaws. The Master Association shall have Master Bylaws. The Master Bylaws shall govern the operation and administration of the Master Association and shall be binding upon all Owners and Occupants, and their invitees, all Mortgagees and all other Persons holding or acquiring any interest in the Property.

3.7 Master Board of Directors. The Master Association's affairs are administered and managed by the Master Board, as provided in the Master Bylaws. Directors shall be elected, serve and exercise their powers as provided in the Master Bylaws. The Master Board may have one or more committees, including but not limited to the A.R.C. described in Section 8.

3.8 Scope and Binding Effect of Actions. All agreements and determinations made by the Master Association in accordance with the powers and purposes established by the Master Governing Documents shall be binding upon all Owners and Occupants, and their lessees, invitees, heirs, personal representatives, successors and assigns, all secured parties as defined in the Act and the Settlement Associations.

3.9 Management. The Master Board may delegate to a manager or managing agent the management duties imposed upon the Master Association's officers and directors by the Master Governing Documents. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Master Governing Documents and by law. The Master Developer and/or an affiliate of the Master Developer may be employed as the manager of the Master Association and/or the Property pursuant to a separate, written agreement, subject to termination as provided by the Act or the management agreement.

3.10 Master Rules. The Master Board shall have exclusive authority to approve and implement such reasonable Master Rules as it deems necessary from time to time for the purpose of exercising and implementing its powers; provided that the Master Rules shall not be inconsistent with the Master Governing Documents. The inclusion in other parts of the Master Governing Documents of authority to approve Master Rules shall be deemed in furtherance, and not in limitation, of the authority granted by this Section. New or amended Master Rules shall be effective only (i) after thirty days' prior notice, with copies of the changes to the Master Rules, has been given to the Owners, and (ii) with the prior written consent of the Master Developer so long as the Master Developer owns a Unit or has the right to subject Additional Property to this Master Declaration.

3.11 Appointment of Officers and Directors by the Master Developer. The Master Developer shall have the exclusive right to appoint the officers and directors of the Master Association during the Master Developer Control Period, as set forth in Section 12.5.

#### SECTION 4

#### MASTER COMMON ELEMENTS AND PROPERTY RIGHTS

4.1 General. Those parts of the Property owned by the Master Association and not constituting a Unit or other Settlement Property constitute Master Common Elements, which shall be owned by the Master Association for the benefit of the Owners and Occupants. The Master Common Elements are described in Exhibit B attached hereto. The Owners and Occupants shall have a reasonable right of use and enjoyment in and to the Master Common Elements, subject to the Master Governing Documents and the Master Rules. The rights, easements and obligations attributable to a Unit shall pass with the title to the Unit as an appurtenance thereto, whether or not specifically described.

4.2 Management and Operation. Except as otherwise expressly provided in the Master Governing Documents, the Master Association shall manage, operate, maintain, repair and replace the Master Common Elements. Master Common Expenses for the operation of the Master Association, and the maintenance, repair, replacement and management of the Master Common Elements and such other maintenance, repair and replacement as the Master Association is obligated to provide under Section 9, shall be assessed against the Units and collected from the Owners in accordance with Section 6.

4.3 Title to Master Common Elements. When Additional Property or other property is subjected to this Master Declaration, title to that portion of such Additional Property or other property constituting Master Common Elements shall simultaneously be conveyed to the Master Association. Master Common Elements shall be conveyed and owned subject to: (i) building and zoning laws, and state and federal regulations; (ii) reservations of mineral rights in the State of Minnesota; (iii) the lien of real estate taxes not yet due and payable; (iv) this Master Declaration, and other agreements, easements, covenants, conditions and restrictions of record; and (v) any exceptions which would be apparent from a survey or physical inspection of the property in question.

4.4 Limitations on Rights and Easements. The easements and other rights of the Owners and Occupants with respect to the Master Common Elements shall be subject to the obligations, conditions and restrictions described in this Master Declaration and the Master

Rules, all of which shall be appurtenant to and pass with the title to each Unit. Usage of Master Common Elements by Owners, Occupants and their heirs, successors and assigns, or by any other Person shall be at the risk of such Persons and neither Master Developer nor any affiliate shall be responsible for any injury, loss, damage or claim arising from such use.

## SECTION 5

### EASEMENTS

The following appurtenant easements and rights are hereby granted or reserved, as applicable, over, under and across the Property.

5.1 Access. Each Unit shall be the beneficiary of a nonexclusive easement for access to and from a public roadway on and across those portions of the Master Common Elements or Settlement Property (if any) designated for use as roadways or walkways, as originally constructed, or otherwise designated by the Master Association, subject to any restrictions authorized by the Master Governing Documents or the Master Rules.

5.2 Use and Enjoyment. Each Unit shall be the beneficiary of nonexclusive easements for use and enjoyment on and across the Master Common Elements, subject to any restrictions authorized by the Master Governing Documents or the Master Rules.

5.3 Utilities, Services and Operating Systems. The Master Common Elements, the Units and other Settlement Property shall be subject to and benefited by nonexclusive easements in favor of applicable governmental authorities, the Master Association and all utility companies and other service providers for the installation, use, maintenance, repair and replacement of all utilities, services and common operating systems, such as natural gas, electricity, telephone cable TV, internet and other electronic communications, water, sewer, septic systems, wells, and similar services, irrigation systems, fire control systems and other common operating systems, and metering and control devices, which exist, which are constructed as part of the development of the Property or the Additional Property by governmental authorities or the Master Developer, which are approved by applicable governmental authorities, which are approved by the Master Association under authority contained in the Master Governing Documents or the Act, or which are described or referred to in a plat, this Master Declaration or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to and benefited by a non-exclusive easement in favor of the other Units, the Master Common Elements and the Master Association for all such utilities, services and systems installed in accordance with the foregoing provision of this Section. Utilities and related services or systems shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Dwellings or Master Common Element improvements.

5.4 Encroachments. Each Unit within a CIC Settlement, other Settlement Property and the Master Common Elements, and the rights of the Owners and Occupants therein, shall be subject to nonexclusive easements in favor of the adjoining Units within the CIC Settlement for minor encroachments caused by the construction, reconstruction, repair, shifting, settlement or movement of any part of the Settlement Property, and for improvements which are part of the original construction of the Settlement Property or which are added in compliance with Section 8. If there is an encroachment upon another Unit within a CIC Settlement, other

Settlement Property or the Master Common Elements as a result of any of the aforementioned causes, an appurtenant easement shall exist for the encroachment, for the use, enjoyment and habitation of any encroaching improvement, and for the maintenance thereof. However, with respect to improvements or alterations added pursuant to Section 8, no easement shall exist unless the resulting encroachment is minor and the proposed improvements have been approved and constructed as required by this Master Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

5.5 Drainage. The Master Common Elements, the yard areas of the Units, other Settlement Property and the Additional Property (regardless of whether it is added to the Property), shall be subject to and benefited by nonexclusive easements for surface storm water drainage over those parts of the Property and Additional Property which are designed, improved or graded for such purposes.

5.6 Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, other Settlement Property and the Master Common Elements shall be subject to and benefited by nonexclusive easements in favor of the Master Association for the maintenance, repair, replacement and reconstruction of the Master Common Elements, the Units and utilities serving the Units, to the extent necessary to fulfill the Master Association's obligations under the Master Governing Documents. Each Owner shall afford to the Master Association and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the yard area of the Unit for maintenance, repair and replacement; provided that access may be had without notice and at any time in case of emergency.

5.7 Emergency Access to Units. In case of emergency, all Units are subject to an easement, without notice and at any time, in favor of the Master Association for access by the Master Association's management agents, and in favor of fire, police or other public safety personnel.

5.8 Project Signs. The Master Developer and the Master Association shall have a non-exclusive easement and right to erect and maintain temporary and permanent signs and related monuments identifying the Property or a Settlement on the Master Common Elements, and the Master Developer shall have a similar easement on portions of the Property owned by the Master Developer. Those parts of the Master Common Elements on which permanent monument signs or related improvements are located shall be subject to non-exclusive easements in favor of the Master Association for the continuing use, maintenance, repair and replacement of said signs and improvements.

5.9 Maneuvering and Driveway Easements. If any Unit shares a driveway, or a portion thereof, with another Unit, each such Unit shall be subject to and benefited by a non-exclusive easement for reasonable vehicular maneuvering and access on and across the shared driveway, subject to any restrictions authorized by the Master Governing Documents, the Master Rules or any applicable Settlement Governing Documents. Maintenance of the shared driveways shall be the responsibility of the Owners of the Units served by the shared driveway and shall be performed in accordance with Section 9.2.2.

5.10 Master Developer Rights. The Units, other Settlement Property and the Master Common Elements are subject to exclusive easements in favor of the Master Developer for the exercise of its Master Developer Rights as described in the Master Governing Documents.

5.11 Trails. Each Unit shall be the beneficiary of a nonexclusive trail easement on and across those portions of the Master Common Elements or Settlement Property designated for use as a trail, as originally constructed, or otherwise designated by the Master Association, subject to any restrictions authorized by the Master Governing Documents or the Master Rules. The Master Board may adopt Master Rules for the regulation and safety of such trails.

5.12 Other Easements. The Property shall be subject to such other easements as may be authorized by the Master Association under authority contained in the Master Governing Documents or the Act or recorded against the Property by reason of the requirements of any governmental authority having jurisdiction over the Property in connection with the development of the Property or Additional Property.

5.13 Continuation, Scope and Conflict of Easements. The easements set forth in this Section (i) shall run with the land and shall be appurtenant to the benefited Property; (ii) shall supplement and not limit any easements described elsewhere in this Master Declaration, or otherwise recorded; (iii) shall be permanent, subject only to termination in accordance with the terms of the easement; and (iv) shall include reasonable access to the easement areas over and through the Property for purposes of construction, maintenance, repair, replacement and reconstruction.

5.14 Non Interference; Impairment Prohibited. All Persons exercising easement rights shall do so in a reasonable manner so as not to materially interfere with the operation of the Property or cause damage to the Property, and shall be financially liable for all costs of repair of any part of the Property which is damaged by the Person's exercise of the easement rights. No Person shall impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein. Notwithstanding anything in this Master Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto.

5.15 Benefit of Easements. All easements benefiting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests. However, an Owner who has delegated the right to occupy the Unit to an Occupant or Occupants, whether by a lease or otherwise, does not have the use and other easements rights in the Property during such delegated occupancy, except (i) as a guest of an Owner or Occupant, or (ii) in connection with the inspection of the Unit or recovery of possession of the Unit pursuant to law.

5.16 Restriction on Third Party Easement Grants. No Owner, Settlement Association, Settlement Declarant or Settlement Developer shall grant any easement or similar rights upon any portion of the Property without the prior written approval of the Master Board and the Master Developer so long as the Master Developer owns an unsold Unit for sale; provided, that such approval shall not be unreasonably withheld if the easement is for a purpose consistent with the Master Governing Documents and does not prejudice the rights of any Person hereunder.

5.17 Creation of Additional Easements. The Master Developer hereby reserves the right, in the event that part or all of the Additional Property is not added to the Property, to have,

use, create, grant and convey the following easements for the benefit of the Additional Property not added (the "Excluded Property"), for the following purposes and under the following conditions:

5.17.1 To connect any utilities, cable TV, data, electronic communication or other service systems or facilities constructed on the Excluded Property to any utilities, cable TV, data, electronic communication or other systems providing services to the Property, including the right to utilize such facilities and services as are located within or serve the Property.

5.17.2 To have reasonable access over and under the Property to install, repair, maintain and replace all utilities and related facilities and systems installed on the Excluded Property, and to do such other acts as are necessary to connect with and utilize such services, facilities and systems located on the Property.

5.17.3 To have reasonable access to the Excluded Property and to construct and maintain any improvements reasonably necessary to make the access usable.

5.17.4 To cause to be recorded against the Property and the Excluded Property such instruments as may be reasonably necessary to create and memorialize any of the foregoing rights and easements. The Master Association and the Settlement Associations shall, upon the Master Developer's reasonable request, join in executing any such instruments, and shall otherwise cooperate with the Master Developer in furtherance of the establishment of the rights and easements referred to herein.

5.17.5 Notwithstanding the foregoing, the Master Developer, any other owner of an Excluded Parcel, or any owners' association governing the Excluded Parcel, as applicable, shall be responsible to pay its fair share of the maintenance, repair and replacement of any improvements to the Property which are utilized by or for the benefit of such part of the Excluded Property, and all costs associated with changes or damage to the Property caused by the installation, use or maintenance of the services or facilities by the Master Developer or its successors or assigns.

## SECTION 6

### ASSESSMENTS FOR MASTER COMMON EXPENSES

6.1 General. The Master Association has authority to levy Master Assessments against the Units. Master Assessments for Master Common Expenses shall be determined and assessed against the Units by the Master Board, in its discretion; subject to the requirements and procedures set forth in this Section 6, and the requirements of the Master Bylaws. Master Assessments shall include annual Master Assessments under Section 6.2, and may include special Master Assessments under Section 6.3 and limited Master Assessments or Settlement Assessments under Section 6.4. Subject to Section 6.6, annual Master Assessments and special Master Assessments shall be levied and allocated among all Units equally. Limited Master Assessments or Settlement Assessments shall be levied and allocated among the Units in accordance with Section 6.4. Notice of Master Assessments shall be given to the Owners as provided in the Master Bylaws.

**6.2 Annual Master Assessments.** Annual Master Assessments shall be established and levied by the Master Board. Each annual Master Assessment shall cover all of the anticipated Master Common Expenses of the Master Association for that year which are to be shared by all Units equally. Annual Master Assessments shall be payable in monthly, quarterly, semi-annual or annual installments, as determined by the Master Board. Annual Master Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of those parts of the Property, and improvements located outside of the Property, for which the Master Association is responsible and which are not funded by limited Master Assessments pursuant to Section 6.4.

**6.3 Special Master Assessments.** In addition to annual Master Assessments, the Master Board may levy a special Master Assessment against all Units at any time for the purposes described in this Master Declaration. Among other things, special Master Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Master Common Expense.

**6.4 Limited Master Assessments or Settlement Assessments.** In addition to annual Master Assessments and special Master Assessments, the Master Board may establish and levy a Settlement Assessment or a limited Master Assessment among one or more, but not all, Units in accordance with the following requirements and procedures:

**6.4.1** Any Master Common Expense benefiting only a Settlement or Settlements shall be assessed as a Settlement Assessment against the Units within the Settlement or Settlements benefited.

**6.4.2** Any Master Common Expense benefiting fewer than all of the Units, but not falling within Section 6.4.1, may, at the Master Board's discretion, be assessed exclusively against the Unit or Units benefited.

**6.4.3** Reasonable attorney's fees and other professional fees and costs incurred by the Master Association in connection with (i) the collection of Assessments, and (ii) the enforcement of the Master Governing Documents, the Master Rules and the Settlement Governing Documents against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

**6.4.4** Late charges, fines and interest may be assessed as provided in Section 11.2.

**6.4.5** Assessments levied to pay a judgment against the Master Association may be levied only against the Units existing at the time the judgment was entered, in proportion to those Units' Master Common Expense liabilities.

**6.4.6** If damage to the Master Common Elements, Settlement Property or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Master Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

Limited Master Assessments and Settlement Assessments may be assessed as a part of, or in addition to, annual Master Assessments levied under Section 6.2, or at any other time or times, at the Master Board's discretion.

**6.5 Master Assessment Procedures.** The following procedures shall govern the levying of Master Assessments:

6.5.1 In accordance with the Master Bylaws, the Master Board shall annually approve a Master Association budget, and shall allocate and levy an annual Master Assessment under Section 6.2. Special Master Assessments may be levied at any time. Limited Master Assessments and Settlement Assessments may be levied at any time; however, to the extent that the limited Master Assessment or Settlement Assessment can be budgeted prior to the start of the Master Association fiscal year, they shall be levied at the same time as the annual Master Assessment. A Master Assessment may be prorated for a partial year.

6.5.2 Subject to Section 6.6.2, annual Master Assessments under Section 6.2 and special Master Assessments under Section 6.3 shall be allocated among the Units equally. Notwithstanding the foregoing, the Master Board may allocate a reduced share of the Master Assessment to certain Units, to take into consideration Dwellings that are not completed or occupied or which are not otherwise receiving full services from the Master Association (regardless of who owns the Units).

6.5.3 Notice of a Master Assessment shall be given to the Owners as provided in the Master Bylaws.

**6.6 Liability for Master Assessments.** Each Owner shall be liable for the share of the Master Assessments levied against his or her Unit.

6.6.1 Except as provided in Section 6.6.2, the Owner's liability for Master Assessments is absolute and unconditional and no Owner is exempt from liability for payment of the Master Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by waiver of any rights, or by reason of any claim against the Master Association or its officers, directors or agents for their failure to fulfill any duties under the Master Governing Documents or the Act.

6.6.2 Notwithstanding anything to the contrary in the Master Governing Documents or any Settlement Governing Documents, the Master Developer shall not be liable to pay any Master Assessment, nor any assessment levied by a Settlement Association, with respect to any Unit owned by it, nor shall the Unit be subject to a lien for such assessments, until the date on which a Dwelling constituting or located within the Unit has a certificate of occupancy or other comparable certification issued by the applicable governmental authority. A Settlement Developer, Settlement Declarant or builders designated by the Master Developer may have a similar exemption from liability for Master Assessments if approved in writing by the Master Developer.

**6.7 Assessment Lien.** Subject to Section 6.6, the Master Association has a lien on each Unit for any Master Assessment levied against that Unit from the time the Master Assessment becomes due. If a Master Assessment is payable in installments, the full amount of



the Master Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Master Association against a Unit are liens, and are enforceable as Master Assessments, under this Section 6. Recording of the Master Declaration constitutes record notice and perfection of any lien under this Section 6, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Master Association.

6.8 Lien Priority; Foreclosure. A lien against an Unit for Master Assessments under this Section 6 is prior to all other liens and encumbrances on the Unit except (i) liens and encumbrances recorded before the Master Declaration; (ii) any first mortgage on the Unit; and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. A lien for Master Assessments against a Unit may be foreclosed against the Unit under the laws of the state of Minnesota (i) by action, or (ii) by advertisement in substantially the same manner as a mortgage containing a power of sale. The Master Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Master Association a power of sale and full authority to accomplish the foreclosure by advertisement. The holder of a first mortgage on an Unit which acquires title to the Unit by foreclosure or a deed in lieu of foreclosure shall take title to the Unit free and clear of all Master Assessment liens encumbering the Unit and Master Assessments payable in the period prior to the acquisition of title to the Unit by the mortgage holder. At such time as the first mortgage holder takes title to the Unit, it shall be obligated to pay Master Assessments levied against the Unit and payable during the period when it holds title to the Unit. The Master Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Master Assessment or charge against the Unit.

6.9 Voluntary Conveyances; Statement of Master Assessments. In a voluntary conveyance of a Unit, the buyer shall not be personally liable for any part of any unpaid Master Assessments due and payable by the seller prior to or at the time of conveyance of title to the buyer. However, a lien for any Master Assessment levied against the Unit shall remain against the Unit until satisfied or released. The Master Association shall furnish to the seller of a Unit, upon request, a resale disclosure certificate, including a statement as to the current status of Master Assessments against the Unit. The Master Association may charge a reasonable fee for such services.

## SECTION 7

### USE RESTRICTIONS

Voyageurs Retreat at Giants Ridge is intended to be a high quality residential development for the use and enjoyment of the Owners and Occupants. The use restrictions contained in this Section are designed to facilitate the various residential uses of the Property, and to preserve and protect the physical environment and architectural characteristics of the Property and immediately adjacent areas. Accordingly, the following restrictions shall apply to the Property:

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

7.2 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively as private, single-family residential dwellings and ancillary uses authorized by the Master Governing Documents. No Unit may be used for transient, hotel, commercial, business or other non-residential purposes, except as provided in Sections 7.3 and 7.4.

7.3 Business Use Restricted. Except as provided in Section 7.4, no business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Dwelling, Unit, other Settlement Property or the Master Common Elements except:

7.3.1 An Owner or Occupant residing in a Dwelling may maintain a home occupation in the Dwelling; provided, that such use (i) is incidental to the residential use; (ii) does not involve physical alteration of the Dwelling visible from the exterior; (iii) is in compliance with all governmental laws, ordinances and regulations; (iv) does not involve observable business activity such as signs, advertising displays, unusual numbers of deliveries, or unusual levels of pedestrian or vehicular traffic, to and from the Dwelling; (v) does not involve employees; and (vi) does not otherwise involve activity which disturbs the quiet enjoyment of the Property by other Owners or Occupants.

7.3.2 The Master Association may maintain offices and other facilities on the Property for management and related purposes. A Settlement Association may maintain offices and other facilities within the Settlement governed by such Association for management and related purposes.

7.3.3 The Master Developer, Settlement Declarants, Settlement Developers or builders designated by the Master Developer may maintain offices, model homes and other related facilities on the Property in connection with the exercise of their rights under the Master Governing Documents or the applicable Settlement Governing Documents or the construction and sale of Dwellings.

7.4 Leasing. Recognizing the recreational nature and the location of the Property, the leasing and/or rental of Units shall be allowed, subject to reasonable regulation by the Master Association and the following qualifications:

7.4.1 It is recognized that the rental or leasing of Units may be conducted and managed through a centralized rental management program. Accordingly, the Master Association shall have the authority to enter into a contract with a rental manager approved by the Master Board to manage Unit rentals on behalf of those Owners who elect to participate in the rental program; however, only those Owners who do participate have a right to receive any of the benefits and services included with the rental program. Participation in any such rental program shall be on a voluntary basis; provided, however, the Master Association may impose reasonable Master Rules permitting, restricting or

limiting the availability or use of other rental programs or other leasing and/or rental of Units.

7.4.2 Rental activity shall be conducted in such a manner as to maintain the character of the Property, and shall not unreasonably interfere with use and enjoyment of the Property by Owners and Occupants, and their invitees.

7.4.3 A lease or rental agreement, if any, shall provide that it is subject to the Master Governing Documents and the Master Rules, and that any failure of the lessee to comply with its terms shall be a default under the lease or rental agreement.

7.4.4 The Master Association may impose such reasonable Master Rules as may be necessary to implement procedures for the leasing of Units or Dwellings, consistent with this Section.

7.5 Single-Family Dwellings. Only one Dwelling shall be permitted within any Unit, except for such auxiliary or accessory structures containing additional living quarters as may be approved by the A.R.C. in accordance with Section 8, subject to applicable governmental laws, rules, regulations, codes and ordinances.

7.6 Alterations. Except for those made by Master Developer, or a Settlement Developer or Settlement Declarant, no improvements (as defined in Section 8) shall be made, or caused or allowed to be made, in any part of the Master Common Elements, the Settlement Property, any part of the Unit or Dwelling which affects the Master Common Elements or another Unit or which is visible from the exterior of a Dwelling, without the prior written authorization of the Master Board, or a committee appointed by it, as provided in Section 8.

7.7 Environmental Restrictions. The Property contains a variety of natural areas, including environmentally sensitive wetlands, shoreline, a lake and related open space (collectively the "Natural Areas"). All Natural Areas, whether located on a Unit, other Settlement Property or the Master Common Elements, shall be maintained in substantially the same condition as at the completion of development of the Property, subject only to natural changes resulting from natural growth, weather, natural deterioration, disease or other factors not under the control of the Master Developer. No Person shall take or cause to be taken any action which may materially disturb, pollute or otherwise adversely affect the Natural Areas nor which violates any conservation easement, forced management plan or other environmental restriction imposed by any governmental authority. In addition to the foregoing, the following conditions and restrictions shall apply to the Property:

7.7.1 Excavating or filling wetlands on the Property is prohibited, without permits and/or approvals issued by the applicable governmental authorities.

7.7.2 Any vegetative removal from below the ordinary high water mark of Wynne Lake may require a permit from the Minnesota Department of Natural Resources. Owners shall be required to determine whether a permit is required and obtain any necessary permit before performing any such vegetative removal.

7.7.3 Each Unit, other Settlement Property and the Master Common Elements shall be maintained free from noxious weeds, debris, trash and other refuse. All trash and

refuse shall be kept, stored and disposed of in accordance with local, state, federal and other applicable governmental regulation.

7.7.4 Only phosphorus free lawn fertilizers are allowed to be used on the yard areas of the Units or other parts of the Property and no fertilizers of any type may be used within 100 feet of the ordinary high water level of Wynne Lake. No other chemicals or other materials shall be used, stored or disposed of on any Unit which violate any ordinances or other applicable governmental laws, codes and regulations or which may be damaging to Wynne Lake or the Property.

7.7.5 No more than one dock per Unit shall be allowed with respect to Units located adjacent to Wynne Lake and docks shall not exceed five feet in width nor more than forty feet in length, and shall comply with all other applicable governmental laws, codes and regulations.

7.8 Trails. The private trails located on the Property are to be used in a reasonable and safe manner subject to the following conditions and restrictions:

7.8.1 The private trails shall be used exclusively for recreational purposes. Except as authorized by the Master Rules or by the Master Board, no motorized vehicles or devices of any type shall be used on such trails except (i) maintenance equipment operated by authorized personnel, and (ii) motorized wheelchairs and other devices of similar type and purpose for transporting disabled persons.

7.8.2 The Master Association is responsible for enforcing the private trails use restrictions imposed by or pursuant to the Master Governing Documents for those private trails located on the Property. The Master Association may further regulate the use of such trails by Master Rules.

7.9 Certain Subdivisions and Conveyances Prohibited. Except as permitted by this Declaration, no Unit, other Settlement Property nor any part of the Master Common Elements may be subdivided, partitioned or converted to other use without prior approval by the Owners at a Master Association meeting, any other governmental authorities having jurisdiction over the Property and the holder of first mortgages on any Units affected.

7.10 Delegation of Use. An Owner may delegate, in accordance with the Master Governing Documents, the Owner's right of use and enjoyment of the Unit to persons living in a Dwelling pursuant to a legal right of possession; provided, that such persons shall be subject to the provisions of the Master Governing Documents and the Master Rules. If lessees, or other persons other than the Owner, or the family of such Owner, have been given the legal right to possess the Owner's Unit, then those persons shall have the right to use any common recreational facilities and other amenities on the Property in lieu of the Owner or such Owner's family.

7.11 Pets. Only dogs, cats, small birds and fish, and other animals generally recognized as domestic household pets (collectively referred to as "pets") may be kept on the Property, subject to the conditions set forth in this Section and the Master Rules.

7.11.1 Pets shall be kept solely as domestic household pets and/or as statutorily authorized "service animals" used by disabled persons, and not for any other purpose.

No animal shall be raised or bred, or kept for business or commercial purposes, by any Person upon any part of the Property.

7.11.2 No pet shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others.

7.11.3 No structure, kennel, fence (except invisible fences) or enclosure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Property, except as otherwise authorized pursuant to Section 8.

7.11.4 Pets shall be under control at all times when walked or exercised on the Property.

7.11.5 Master Rules may be adopted to limit or regulate pets, or to restrict, prohibit or remove pets which engage in dangerous or disturbing behavior.

7.11.6 The Master Board shall have authority, following a hearing, to determine in its sole and absolute discretion whether a particular pet should be expelled from the Property based upon the pet's behavior or the failure of the pet's owner to comply with this Section 7.11, or other restrictions contained in the Master Rules or the applicable ordinances.

7.11.7 Owners and Occupants shall be liable for the cost of repair of any damage to the Property, or any personal injury, caused by pets kept by them.

7.12 Parking/Vehicles/Personal Property. Commercial vehicles, buses and inoperative vehicles or recreational equipment of any type may not be kept, parked or stored anywhere on the Property except within a Dwelling's garage. The parking or storage of operable passenger vehicles, lawn tractors, trailers, motorcycles, golf carts, snowmobiles, watercraft and other recreational equipment shall be subject to such reasonable Master Rules as may be adopted from time to time by the Master Board.

7.13 Use of Temporary Structures/Camping. No structure of a temporary character, mobile home, manufactured home, travel trailer, camper or tent shall be used on any Unit at any time as a residence, living abode or living quarters, either temporarily or permanently; except that tents, campers, travel trailers and motor vehicles designed or used to provide temporary, movable living quarters for recreational use, may be used on a temporary basis for such purposes on an Owner or Occupant's Unit subject to applicable provisions of the Master Rules and governmental laws, rules, regulations, codes and ordinances.

7.14 Accessory Structures. No accessory building, structure or other improvement of a temporary or permanent character such as, but not limited to, manufactured housing, sheds, sheds, accessory buildings or structures, shall be erected, kept or maintained on the Property, except as otherwise authorized pursuant to Section 8. Boathouses or other structures located adjacent to Wynne Lake and designed and used for the storage of boats, watercraft or related equipment are prohibited.

7.15 Removal of Trees. Trees may be removed from the Property, including the yard area of a Unit or Settlement Property, only in accordance with the Design and Landscape

Guidelines or with the prior approval of the A.R.C. Notwithstanding the preceding sentence, an Owner or Settlement Association may take down and remove diseased trees within the yard area of the Owner's Unit or the Settlement Property and may also take down storm-damaged trees or other trees in danger of falling and harming life or property.

7.16 Outside Lighting. The location, size, color and design of all lighting fixtures or similar equipment used outside of a Dwelling or other structure shall be subject to Section 8. All lighting shall be shielded to prevent glare and light trespass. The A.R.C. shall establish standards within the Design and Landscape Guidelines for all exterior lighting, whether temporary or permanent, within the Property.

7.17 Signs. Unless otherwise permitted in this Master Declaration, no sign, display or comparable device of any kind shall be placed, erected or maintained on the Property except (i) signs approved by the A.R.C.; (ii) signs placed by the Master Developer, a Settlement Declarant, Settlement Developer or builders authorized by the Master Developer to advertise the Property, Units or Dwellings during the construction and sales period; and (iii) the permanent entrance signs and monuments erected by the Master Developer, a Settlement Developer or Settlement Declarant to identify the Property.

7.18 Fencing. Fences of any nature, whether temporary or permanent, are prohibited within the Property, except temporary fences erected on the Property as erosion control measures during the construction process or as otherwise authorized pursuant to Section 8.

7.19 Common Amenities. The use of the common park areas, boat docks, canoe racks, benches, fencing, lighting fixtures and other improvements shall be subject to any restrictions authorized by the Master Governing Documents or the Master Rules.

7.20 Additional Protective Covenants. The Master Developer may require the imposition on a Settlement, in connection with the creation or development of the Settlement or the annexation of any Additional Property, additional protective covenants and use restrictions not inconsistent with those contained in this Master Declaration.

7.21 Disturbance of Protected Sites. There are many properties in the State of Minnesota along lakes, rivers and streams that may contain burials or human remains. The Master Developer has completed an extensive Archeological Phase II Study on the Property which did not reveal evidence of the existence of any such sites. However, due to the nature of these sites, they are difficult to locate. In the event any burial site, human remains or artifacts are discovered during any excavating, grading, construction or earth moving activities on a Unit, the Owner shall cease all such activities and contact local law enforcement in accordance with Minnesota Statutes Section 307.08. Unless otherwise provided under applicable law, the State archeologist will authenticate whether it is a burial site and, if not paid by the State, the Owner of the affected Unit shall pay all costs for the authentication, marking and retrieval of the unmarked or unidentified burial grounds or burials. No authenticated and identified Indian burial ground may be relocated unless the request to relocate is approved by the Indian Affairs Council (or any successor agency thereto), and if approved, the cost of such relocation will be the Owner's responsibility. Each Owner shall be liable for any failure to comply with this Section and applicable law and hereby accepts any risk and/or liability associated with the potential discovery of a burial site, remains or artifacts on such Owner's Unit.

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

7.23 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their invitees shall have a right of quiet enjoyment in their respective Units. No Person shall engage in activity which damages the Property, causes a nuisance or unduly restricts or interferes with the use and reasonable enjoyment of the Units.

## SECTION 8

### ARCHITECTURAL STANDARDS

8.1 General. It is the intent of the Master Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious improvements. Accordingly, an Architectural Review Committee (the "A.R.C.") shall be established as a committee of the Master Association, to oversee, review and regulate architectural and design matters involving the Property. The A.R.C. shall, subject to any exceptions, delegation or relinquishment contained in this Section 8, have the following general powers:

8.1.1 Subject to any specific requirements or exceptions contained in this Section 8, the A.R.C. shall have the exclusive right to approve or disapprove removal of trees and certain vegetation on the Property, grading any part of the Property, or any physical improvement of any kind, including without limitation any building, addition, retaining or other wall, fence, sign, enclosure, screening, sport court, basketball hoop, fire pit, exterior lighting, gazebo, utilities system, satellite dish, communications system, irrigation or drainage system, pond, roadway, trail, material landscaping or any other type of structure or physical improvement, and any additions or changes thereto, on the Property (collectively an "improvement"), as well as the general plan for the overall development of all Settlements.

8.1.2 The A.R.C. shall have the exclusive right to approve or disapprove all proposed additions or any other changes to the exterior of any Dwelling, building or other improvements; except for additions or other changes to a Dwelling, building or other improvement by the Master Developer.

8.1.3 The A.R.C. may, in its sole discretion, impose standards for design, appearance, construction, or development which are greater or more stringent than standards prescribed by the Master Governing Documents, the Design and Landscape Guidelines, or by building, zoning, or other governmental laws, codes, or regulations; provided that such standards shall be consistent with the architectural character and use of the Property as planned and developed by the Master Developer.

8.1.4 The A.R.C. may relinquish and delegate to a Settlement Association part or all of the A.R.C.'s authority to review and approve or disapprove architectural change applications with respect to the Settlement; provided, however, that the A.R.C. shall

retain the ultimate authority to approve or disapprove such applications. A delegation of part or all of the A.R.C.'s authority under this Section 8 shall be in a written document signed on behalf of the Master Association, the A.R.C. and the Settlement Association to which the authority is delegated. A Settlement Association and any architectural review committee appointed by it shall follow and be bound by the same approval procedures and standards as the A.R.C.

8.2 Architectural Review Committee. The A.R.C. shall be a permanent committee of the Master Association, and shall administer and perform the architectural and landscape review and control functions of the Master Association.

8.2.1 The A.R.C. shall initially consist of a minimum of three natural persons, who need not be Owners. The initial A.R.C. members shall all be appointed and replaced by the Master Developer, and shall hold office, until each Unit constitutes or contains a Dwelling for which a certificate of occupancy or other comparable certification has been issued by the applicable governmental authority and the Master Developer no longer has the right to subject Additional Property to this Master Declaration. Prior to the expiration of the Master Developer's right to appoint the A.R.C. members, meetings of the A.R.C. may be called by the Master Developer or by the chair of the A.R.C.

8.2.2 Upon the expiration of the Master Developer's right to appoint the A.R.C. members, the Master Board shall (i) determine how many persons shall serve on the A.R.C. (which shall be no fewer than three nor more than nine natural persons); (ii) appoint members of the A.R.C.; (iii) set reasonable terms of office for the members of the A.R.C.; and (iv) determine which member of the A.R.C. shall serve as its chair. Meetings of the A.R.C. may be called at the discretion of the chair, and shall be called by the chair upon the request of a majority of the members.

8.2.3 A majority of the A.R.C. shall constitute a quorum to transact business at any A.R.C. meeting, and the action of a majority of those members present and voting shall constitute the action of the A.R.C.

8.3 Application and Approval Required. Except as otherwise authorized by this Section 8, no improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and location of the improvement shall have been submitted to and approved in writing by the A.R.C. Approval shall be requested by written application on such forms as may be required by the A.R.C. As part of the application process, two complete sets of plans and specifications, including site survey, prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.C. shall be submitted. The site survey shall show the proposed topography of the area in two foot contours with other relevant elevation information and all proposed structures, driveways, easements, patios and other hard surfaces and grading. The A.R.C. may require submission of samples of building materials and colors proposed to be used. The applicant shall also apply for approval to the applicable governmental authority having jurisdiction over the subject of the application, if required by the governmental authority. If the information submitted to the A.R.C. is, in the A.R.C.'s sole opinion, incomplete or insufficient in any manner, the A.R.C. may require the submission of additional information.



8.4 General Standards. The A.R.C. has authority to approve, conditionally approve or deny an application, in its sole and absolute discretion. In making its determinations, the A.R.C. shall consider, at a minimum, the following general criteria:

8.4.1 Compliance with this Master Declaration.

8.4.2 Compatibility of color (use of earth tone colors is encouraged), size, location, type and design for high quality Dwellings, buildings containing Dwellings and other improvements.

8.4.3 Minimum square footage requirements for single family detached Dwellings as set forth in the Design and Landscape Guidelines.

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

8.4.5 Adequate protection of the Property, the Master Association, the Settlement Association, Owners and Occupants from liability and liens arising out of the proposed improvements.

8.4.6 Compliance with the Design and Landscape Guidelines for Voyageurs Retreat at Giants Ridge as established, and as may be amended from time to time, by the Master Developer. At such time as every Unit contains or constitutes a Dwelling for which a certificate of occupancy or other comparable certification has been issued by the applicable governmental authority and the Master Developer, or its successors and assigns, no longer has the right to subject Additional Property to this Master Declaration, the Design and Landscape Guidelines may be amended by the Master Board or the A.R.C.

8.4.7 Preservation of existing trees and vegetation open areas and wetlands located on or adjacent to the Property.

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

8.5 Special Standards. In addition to the Design and Landscape Guidelines and other general standards approved by the A.R.C., the following specific restrictions and requirements shall apply to the Property:

8.5.1 Only one Dwelling shall be permitted within a Unit, except for such auxiliary or accessory structures containing additional living quarters as may be approved by the A.R.C., subject to applicable governmental laws, rules, regulations, codes and ordinances.

8.5.2 Dwellings and other structures or improvements shall comply with all setbacks and other building requirements. A 100 foot horizontal setback is required from the ordinary high water mark of Wynne Lake for all Dwellings located adjacent thereto. A 30 foot setback is required from the right of way of the common roadway for all Dwellings. A 10 foot side yard setback is required for Dwellings.

8.5.3 Boathouses or other structures located adjacent to Wynne Lake and designed and used for the storage of boats, watercraft or related equipment are prohibited. Other water-oriented accessory structures such as gazebos or small storage sheds may be allowed subject to the provisions of this Section 8, provided that such structures do not exceed 250 square feet and are not located closer than 20 feet from the ordinary high water mark of Wynne Lake. The construction, installation and placement of structures in proximity to Wynne Lake are subject ordinances, building codes, Minnesota Department of Natural Resources regulations, and all other applicable governmental laws, codes and regulations.

8.5.4 All Dwellings shall be constructed on industry standard concrete foundations, with foundation walls of concrete block or poured concrete.

8.5.5 No improvement shall be erected or maintained, no excavation, grading or reshaping shall be undertaken, and no fill or other material shall be placed, on a Unit which may change or impede the natural or intended flow of water through any drainage area on the Property.

8.5.6 Clear cutting of any Unit or other Settlement Property is prohibited, except that clearing a Dwelling site, view corridor for Units adjacent to Wynne Lake (not to exceed 25 feet in width), yard area, driveway and garden area within thirty feet of a Dwelling on each Unit is permitted when in accordance with applicable governmental ordinances, laws, codes and regulations and the Design and Landscape Guidelines. However, no tree six inches or greater in diameter located within 75 feet of the ordinary high water level of Wynne Lake may be removed, unless dead or diseased.

8.5.7 Erosion control plans may be required to be submitted to governmental authorities prior to the issuance of a building permit for certain Units. Erosion control measures must be taken on every Unit before any construction, excavating or grading takes place and must be maintained until all construction is complete in accordance with applicable ordinances, regulations of the Minnesota Department of Natural Resources or the Minnesota Pollution Control Agency and all other applicable governmental laws, codes and regulations. Erosion control measures must take place on any steep slope that exceeds a 12% grade and all topsoil disturbed by construction shall be replaced within 14 days after completion of construction using seed and mulch or sod. Silt fencing and bale checks are required to be used as extra erosion control measures on the down grade side of the Units during the construction process.

8.5.8 Each Owner shall be responsible for connecting the sewer lines serving their Dwelling to the public sanitary lateral at the Unit boundary. Each Owner shall also be responsible for the installation, maintenance, repair and replacement of a progressive cavity type sewage grinder pump in accordance with the specifications and requirements of the Master Developer and other applicable governmental laws, codes, ordinances and regulations. All such sewer lines, sanitary sewer lateral(s) and grinder pumps shall be of a design and installed and maintained in compliance with all applicable state and local codes, regulations and guidelines. Each Owner shall have the primary responsibility of assuring such compliance.

8.5.9 In the event of any conflict between the specific restrictions and requirements of this Section 8.5, other provisions of the Master Governing Documents or the Design and Landscape Guidelines, and the provisions of any applicable laws, codes, ordinances and regulations of any governmental authority or variances granted with respect thereto, the applicable provisions of such laws, codes, ordinances, regulations or variances shall control.

8.6 Notice of Decision. The A.R.C. shall approve, conditionally approve or disapprove applications for improvements hereunder and notify the applicant in writing within 30 days following the receipt of the application and all other required information. The notice shall state the approval or denial of the application, or any qualifications or conditions of approval. If the A.R.C. disapproves the application, it shall state the grounds upon which the disapproval is based. No improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Master Declaration, or which violates any governmental law, zoning or building ordinance, or regulation.

8.7 Exceptions and Variances. The following types of work do not require A.R.C. approval: (i) work by the Master Developer or any affiliate upon any of the Property owned by the Master Developer or owned by a person who has hired the Master Developer or its affiliate to perform the work; (ii) changes in the interior of any structure; and (iii) the planting of flowers or other vegetation in gardens, flower beds, planters, etc., in a manner that does not change the topography of the Property and that is generally consistent with any landscaping plan that has been previously approved by the A.R.C. The A.R.C. may, in its sole discretion, grant variances from the requirements contained in Section 8 or otherwise established by the A.R.C., on a case by case basis; provided, that the variance sought (i) involves unique circumstances; (ii) is reasonable; (iii) does not impose a hardship upon other Owners; and (iv) does not violate any development agreement or any governmental law, ordinance, code or regulation. The granting of such a variance by the A.R.C. shall not nullify or otherwise affect the A.R.C.'s right to require strict compliance with its requirements on any other occasion.

8.8 Completion Schedule. Unless otherwise approved by the A.R.C., construction of Dwellings, buildings and related improvements for which the approval of the A.R.C. is required under this Master Declaration shall be completed within twelve months after the start of construction of the Dwelling or building.

8.9 Inspection and Remedies. The A.R.C., and any agent or member of the A.R.C., has the right of entry and inspection upon any portion of the Property for the purpose of determining whether there is compliance with the applicable architectural standards. If any Person fails to comply with the requirements of the Master Declaration, the Design and Landscape Guidelines or other standards promulgated by the A.R.C., the violator shall pay all costs in connection with the resolution or correction of the violation, including without limitation any fees of attorneys or other professionals, incurred by the Master Association. The A.R.C. may, in addition to its other remedies, record against the Unit, in the public records of St. Louis County, a Certificate of Noncompliance stating that the improvements fail to meet applicable architectural standards.

8.10 Review Fees. The A.R.C. may adopt a schedule of reasonable fees for processing applications for architectural approval. The fees, if any, shall be payable to the A.R.C. at the

time that the application is submitted to the A.R.C. The fees, as well as other expenses of the A.R.C. required to be paid, shall be deemed to be a Master Assessment against the Unit with respect to which the application is made.

8.11 Master Developer Exemption. Notwithstanding anything contained herein to the contrary, any improvements of any nature at any time made or approved by the Master Developer, including, without limitation, improvements made or to be made to the Master Common Elements, Settlement Property or Additional Property, shall not be subject to the review or other procedures of the A.R.C., but such improvements shall comply with the plan of development approved by applicable governmental authorities.

8.12 No Representation of Compliance/Indemnification. Approval of plans and specifications by the A.R.C. does not represent or guaranty that the plans and specifications will, if followed, result in properly designed, graded or constructed improvements, nor that any Dwelling, grading, landscaping or other improvement built in accordance therewith is built in a good and workmanlike manner. The Master Developer, the Master Association, and the A.R.C. are not liable for any defects in any plans or specifications submitted or approved; any loss or damages to any person arising out of the approval or disapproval of any plans or specifications; any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances or regulations; nor any defects in grading or construction undertaken pursuant to such plans and specifications. Each Person submitting an application for approval is solely responsible for the sufficiency of the plans and specifications submitted and for the quality of construction, including but not limited to grading and landscaping, of the improvements constructed, and shall hold harmless, indemnify and defend the Master Developer, the Master Association, the A.R.C. and the Settlement Association, and their respective officers, directors, A.R.C. personnel and agents, from and against all claims, damages and other liabilities arising out of the approval or construction of the improvements to which the application relates.

8.13 Additional Standards. The A.R.C. is authorized to promulgate from time to time additional or amended Design and Landscape Guidelines (subject to Section 8.4.6) and other written architectural standards, guidelines and regulations governing the construction, location, landscaping and design of improvements subject to the approval by the A.R.C., the contents of plans and specifications, and other information required to comply with this Section 8. Any such additional written architectural standards, guidelines and other regulations shall, effective upon reasonable publication thereof to Owners, be binding and enforceable against all Persons with the respect to all improvements subject to approval by the A.R.C.

## SECTION 9

### MAINTENANCE OBLIGATIONS

9.1 Master Association Obligations. The Master Association is obligated to provide the following maintenance:

9.1.1 Maintain, repair and replace the Master Common Elements, and all improvements thereon, if any.

9.1.2 Maintain, repair and replace any entrance signs and related monuments identifying Voyageurs Retreat at Giants Ridge, its Settlements, and amenities whether located on or adjacent to the Property.

9.1.3 Maintain, repair and replace landscaping, pedestrian trails, certain Settlement park areas, common boat docks, canoe racks, benches, fencing, lighting fixtures and other improvements (other than those maintained by the applicable governmental authorities), on the Master Common Elements and other Settlement Property (excluding the Units), to the extent not maintained by a Settlement Association.

9.1.4 Maintain, repair and replace such other parts of the Settlement Property which a Settlement Association is obligated to maintain under the applicable Settlement Governing Documents, to the extent such obligations have not been relinquished to the Settlement Association in accordance with the Master Bylaws.

9.2 Owner and Settlement Association Obligations. The obligations of the Owners and the Settlement Association are as follows:

9.2.1 Settlement Associations shall maintain, repair or replace their respective Settlement Property as required by their Settlement Governing Documents, to the extent such obligations have been relinquished to the Settlement Association in accordance with the Master Bylaws.

9.2.2 Owners shall maintain, repair and replace all parts of their Units in accordance with the Master Governing Documents and the applicable Settlement Governing Documents.

9.2.3 Except as otherwise provide in the Settlement Governing Documents, if any, all maintenance of a shared driveway serving more than one Unit shall be the joint and equal responsibility of the Owners of the Units served by such driveway, and each such Owner shall cooperate with the other Owner or Owners in good faith to ensure the timely and cost-effective performance of such maintenance. The maintenance shall be performed in a good and workmanlike manner in accordance with standards established by the Master Association from time to time and other applicable governmental regulations. The Owners of Units served by a shared driveway may, by agreement, determine the means of maintenance, including contracting with third parties to perform the maintenance or designating one of the Owners to be responsible for maintenance, provided that the other Owner or Owners shall not be relieved of their joint responsibility for payment of the costs thereof.

9.2.4 Notwithstanding anything to the contrary in the Master Governing Documents, the expense of any maintenance, repair or reconstruction of the Property or other areas maintained by the Master Association necessitated by the acts or omissions of an Owner or Occupant shall be paid by the responsible Owner.

9.2.5 If any Owner, Occupant or Settlement Association fails, in the judgment of the Master Board, to provide maintenance required to be provided by an Owner, Occupant or Settlement Association as set forth in this Section 9.2 or in the relevant Settlement Governing Documents, the Master Association shall provide written notice to

the responsible Owner, Occupant or Settlement Association specifying the maintenance required to be performed, and demanding that such maintenance be performed within thirty days of said written notice, or if such maintenance cannot reasonably be performed within thirty days, a reasonable period of time necessary to complete and perform such maintenance. If the responsible Owner, Occupant or Settlement Association fails to provide the specified maintenance within the period stated in the written notice, the Master Association may undertake such maintenance and assess the Units in the Settlement if the maintenance was the responsibility of the Settlement Association, or the Unit if the maintenance was the responsibility of the Owner or Occupant of the Unit, for the cost thereof. If the cost is assessed against a Unit, such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

## SECTION 10

### INSURANCE AND RECONSTRUCTION

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

10.1 Property Insurance. Property insurance in broad form, covering all risks of physical loss, for the full insurable replacement value of any insurable improvements located on the Master Common Elements. The property insurance policy shall provide such other coverages, limits and deductibles as the Master Board deems reasonable, subject to any greater requirements imposed by the Act.

10.2 General Liability Insurance. Public liability insurance covering the Master Common Elements and the activities of the Master Association and its officers, directors, volunteers or employees in connection with its maintenance and enforcement obligations. The public liability insurance policy shall provide such coverage, limits and deductibles as the Master Board deems reasonable, subject to any greater requirements imposed by the Act.

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

10.4 Master Association as Trustee/Premiums. All insurance coverage obtained by the Master Board shall be written in the name of the Master Association as trustee for the Owners. The premiums for the insurance shall be a Master Common Expense. The Master Board shall have exclusive authority to negotiate, settle and adjust claims under all policies obtained by the Master Association.

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

10.5.1 Policies shall be written with a reputable insurance company licensed to do business in the State of Minnesota.

10.5.2 Policies shall contain a waiver by the insurer of its right to cancel without first giving thirty days' prior written notice of such cancellation to the Master Association.

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

10.5.4 Policies shall contain a waiver of subrogation by the insurer as to any claims against the Master Association or Settlement Associations, and their directors and officers, the Owners, and the Master Association's manager, if any.

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

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

10.6 Damage or Destruction to Improvements. In the event of a casualty on or to any portion of the Property, all repair and reconstruction of the damaged improvements shall be commenced promptly following the casualty and shall be carried through diligently to conclusion. The Master Association shall be responsible for the repair and reconstruction of Master Common Element improvements. The repair and reconstruction of the Dwellings and other improvements to the Units and other improvements located on Settlement Property shall promptly be undertaken by the Owners and/or the Settlement Associations in accordance with the requirements and procedures contained in the applicable Settlement Governing Documents. The repair and reconstruction shall be in accordance with the requirements of Section 8 and all applicable zoning, subdivision, building, and other governmental regulations. Each such party shall have easements over, under and across the Property, as the case may be, to the extent reasonably necessary for the completion of such repair or restoration activities and shall (i) perform such party's obligations hereunder in a good and workmanlike manner using materials and construction methods that are of a quality and character consistent with original construction thereof; (ii) comply with all laws, ordinances, regulations and requirements now or hereafter enacted or promulgated by any governmental body having jurisdiction over the repair or restoration; (iii) proceed diligently, promptly and in good faith with the required repair or restoration activity; and (iv) employ every reasonable effort to avoid damage to or interference with the property of other parties.

## SECTION 11

## COMPLIANCE AND REMEDIES

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

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

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

11.2.2 Impose late charges of up to the greater of \$20, or 15% of the amount past due, for each past due Master Assessment or installment thereof, and impose interest at the highest rate permitted by law on all such unpaid amounts from the due date.

11.2.3 If any Master Assessment or installment thereof becomes more than thirty days past due, all remaining installments of Master Assessments assessed against the Owner may be accelerated by the Master Association, and shall then be payable in full together with all late charges, attorney's fees and other professional fees and costs. Ten days' advance written notice of the acceleration shall be given to the defaulting Owner.

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

11.2.5 Restore any portions of the Master Common Elements, Unit or other Settlement Property, damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Master Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

11.2.6 Enter the yard area of a Unit or other Settlement Property in which, or as to which, a violation or breach of the Master Governing Documents or Master Rules exists which materially affects, or is likely to materially affect, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners or Occupants, and to summarily abate, remove or demolish, at the expense of the offending Owner or Occupant, any structure, thing or condition which is causing the violation; provided, that any improvements which are a part of a Dwelling may be altered, removed or demolished only pursuant to a court order or with the agreement of the Owner.



11.2.7 Foreclose any lien arising under the provisions of the Master Governing Documents or under law, in the manner provided by the Master Governing Documents.

11.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Sections 11.2.4 through 11.2.7, the Master Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing as contemplated by the Act. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten days within which to request a hearing. The hearing shall be held within thirty days of receipt of the hearing request, and with at least ten days' notice to the offender. If the offender fails to appear at the hearing, then the right to a hearing shall be waived and the Master Board may take such action as it deems appropriate. The decision of the Master Board, and the rules for the conduct of hearings established by the Master Board, shall be final and binding on all parties. The resulting decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

11.4 Liability for Acts of Owners and Occupants. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Master Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit

11.5 Costs and Fees. With respect to any collection measures, or any other measure or action, legal, administrative or otherwise, which the Master Association takes pursuant to the provisions of the Act, Master Governing Documents or Master Rules, whether or not finally determined by a court or arbitrator, the Master Association may assess the Unit owned by the violator with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Master Association, reasonable attorneys' fees and other professional fees, costs and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Master Association. Such expenses shall also include any collection or contingency fees or costs charged to the Master Association by a collection agency or other Person acting on behalf of the Master Association in collecting any delinquent amounts owed to the Master Association by an Owner or Occupant. The foregoing fees and costs shall be the personal obligation of the Owner of the Unit and shall be a lien against such Owner's Unit.

## SECTION 12

### MASTER DEVELOPER RIGHTS

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

12.1 Complete Improvements. To complete all improvements to the Property contemplated by the Master Developer's development plans, allowed by the Master Declaration or approved by applicable governmental authorities, and to make alterations in the Master

Common Elements, or in Units or other Settlement Property owned by it, to accommodate its activities.

12.2 Sales Facilities. To construct, operate and maintain a sales office, management office, models and other development, sales and rental facilities on within any part of the Property owned by the Master Developer so long as the Master Developer, or its successor and assigns, owns an unsold Unit or has the right to subject Additional Property to this Master Declaration.

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

12.4 Easements. To have and use easements, for itself, its employees, contractors, representatives, agents, prospective purchasers or other invitees through and over the Property for the purpose of exercising its Master Developer Rights.

12.5 Control the Master Association. To control the operation and administration of the Master Association, including without limitation the power to appoint and remove the members of the Master Board and officers of the Master Association, until the earliest of: (i) voluntary surrender of control by the Master Developer; (ii) the date when at least seventy-five percent (75%) of the Units which may be included within the Property have been conveyed to Persons other than the Master Developer; or (iii) the date ten years following the date of recording of the Master Declaration.

12.6 Add, Relocate and Subdivide Property. To add Additional Property, and to combine or subdivide parts of the Property, as described in Section 13.

12.7 Approval of Certain Amendments. As long as the Master Developer owns any part of the Property, or has the right to subject any Additional Property to this Master Declaration, the Master Developer's written approval shall be required for any amendment or other change to the Master Governing Documents, any Settlement Governing Documents or any Master Rules.

12.8 Other Rights. To exercise any other rights and powers granted or reserved to the Master Developer by any other section of the Master Governing Documents or by the Act.

12.9 Delegation of Rights. The Master Developer may temporarily delegate in writing part or all of its rights under this Section 12, except for those rights under Section 12.5 or 12.7, to one or more Settlement Developers, Settlement Declarants or builders authorized by the Master Developer, for purposes consistent with this Master Declaration. The document delegating the rights shall contain a date on which the delegation terminates, and shall not be deemed a transfer under Section 13.4, unless recorded in accordance with that Section.

## SECTION 13

## RIGHTS TO ADD PROPERTY, COMBINE AND SUBDIVIDE

13.1 Master Developer's Rights to Add Additional Property. The Master Developer hereby expressly reserves the exclusive right to add Additional Property to the Property, by unilateral action, subject to the following conditions:

13.1.1 The right of the Master Developer to add Additional Property to the Property shall terminate ten years after the date of recording of this Master Declaration or upon earlier express written withdrawal of such right by the Master Developer or a successor to the Master Developer; provided, that said rights may be extended by a vote of the Owners.

13.1.2 The Additional Property may be added to the Property in parcels of any size and configuration determined by the Master Developer, subject to any governmental requirements.

13.1.3 There are no assurances as to the times at which any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. The Master Developer has no obligation to add the Additional Property to the Property, and may develop it for any purpose consistent with the applicable governmental requirements.

13.1.4 Any Dwellings and other structures, erected upon any Additional Property which is added to the Property shall be compatible with the existing Dwellings and structures which are located on the Property in terms of the types and nature of the Dwellings, quality of construction and principal materials employed in construction; subject (i) to the right to develop either single family attached or detached residences; (ii) to any changes required by governmental authorities or lenders; and (iii) to any changes authorized by the Master Developer, or jointly by the Master Developer and a Settlement Developer or Settlement Declarant, to meet changes in the market or availability of materials.

13.2 Master Developer Rights to Create and Change a Settlement and Units. The Master Developer shall have the right to (i) combine or subdivide, or relocate the boundaries between, Units owned by it; (ii) to subdivide a Settlement; or (iii) replat outlots subject to this Master Declaration and create new Units, Master Common Elements or Settlement Property therefrom, as provided in this Section. Subject only to approval by applicable governmental authority, the Master Developer may take such action while it owns the property in question or thereafter as provided in this Section, subject to the following requirements:

13.2.1 The creation, combination or subdivision of a Settlement or of a Unit shall comply with all governmental laws, codes and regulations applicable to the transaction.

13.2.2 Any membership accruing to an affected Unit shall, if necessary, be reallocated as determined by the Master Board.

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

13.2.4 If the change involves a Settlement then the approval of the Settlement Developer, Settlement Declarant or the Settlement Association shall be required.

13.2.5 The Settlement Governing Documents of any affected Settlement shall be amended, if necessary to reflect the changes.

13.3 Number of Units. The total number of Units intended to be created by the addition of the Additional Property pursuant to Section 13.1 or by the subdivision of Units or other property pursuant to Section 13.2 is 500.

13.4 Transfer of Master Developer Rights. Some or all of the Master Developer Rights may be voluntarily transferred, temporarily or permanently, by the Master Developer by a separate instrument signed by the Master Developer and the transferee, and recorded against the portions of the Property and Additional Property owned by the Master Developer or the transferee and affected by the transfer.

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

13.5.1 The Master Developer shall remain liable for any obligation or liability arising out of its acts or omissions occurring before the transfer.

13.5.2 The Master Developer shall remain liable for any obligation or liability relating to any Master Developer Rights retained by the Master Developer.

13.5.3 The Master Developer shall have no liability for any act or omission arising from the exercise of Master Developer Rights by the transferee of the Master Developer Rights.

13.6 Rights and Obligations of Successor of the Master Developer. Any transferee of the Master Developer Rights shall be entitled to exercise such Master Developer Rights from and after the date of recording of the instrument transferring the rights. The transferee shall thereafter be subject to all of the obligations with respect to the rights transferred; except (i) misrepresentations of the Master Developer; (ii) warranty obligations of the Master Developer; (iii) breach of fiduciary obligations by the Master Developer or by any officers or members of the Master Board appointed by the Master Developer; (iv) any liability or obligation imposed on the Master Developer as a result of the Master Developer's acts or omissions after the transfer; and (v) any liability arising out of any Master Developer Rights retained by the Master Developer.

**SECTION 14**  
**AMENDMENTS**

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

14.1 Approvals. The amendment shall be approved as follows:

14.1.1 All amendments shall be approved by Owners holding at least sixty-seven percent of the votes of all Owners.

14.1.2 An amendment, whether to this Master Declaration or any other Master Governing Document, which affects any rights or obligations of the Master Developer or a Settlement Developer or a Settlement Declarant shall be approved in writing by the Master Developer so long as the Master Developer owns an unsold Unit or has the right to subject Additional Property to this Master Declaration.

14.1.3 The City of Biwabik as to any amendment to the Master Declaration which affects the rights or obligations of the City hereunder.

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

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

**SECTION 15**  
**INDEMNIFICATION**

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

**SECTION 16**  
**MISCELLANEOUS**

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

16.2 Construction. The Master Governing Document shall be construed in accordance with the laws of the state of Minnesota. Where applicable, the masculine gender of any word shall mean the feminine or neutral gender, or vice versa, and the singular of any word used

herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof. Any amendment to the Act shall retroactively apply to the Master Association and the Property, except as expressly prohibited or qualified by the Master Governing Documents.

16.3 Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Master Association against the Master Developer for indemnification pursuant to the Act, the Master Association shall promptly tender the defense of the action to its insurance carrier, and give Master Developer (i) written notice of such tender; (ii) written notice of the specific nature of the action; and (iii) an opportunity to defend against the action.

16.4 Notices. Unless specifically provided otherwise in the Master Governing Documents or the Act, all notices required to be given by or to the Master Association, the Master Association officers, an Owner or Occupant, shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, except as expressly provided otherwise in the Master Governing Documents.

16.5 Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Master Declaration, the Master Bylaws or any Master Rules approved by the Master Association, the Act shall control unless it permits the documents to control. As among the Master Declaration, Master Bylaws and Master Rules, the Master Declaration shall control, and as between the Master Bylaws and the Master Rules, the Master Bylaws shall control. The Master Governing Documents shall control as against any Settlement Governing Documents.

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



**EXHIBIT A TO MASTER DECLARATION  
VOYAGEURS RETREAT AT GIANTS RIDGE  
DESCRIPTION OF PROPERTY**

All of that property located in the County of St. Louis, State of Minnesota, described as follows:

Lots 1 through 10, Block 1; Lots 1 through 17, Block 2; Lots 1 through 22, Block 3; Lots 1 through 4, Block 4; Lots 1 through 6, Block 5; Lots 1 and 2, Block 6; Lots 1 through 5, Block 7; and Outlots A and B; Voyageurs Retreat at Giants Ridge, St. Louis County, Minnesota.



**802903**

**EXHIBIT B TO MASTER DECLARATION  
VOYAGEURS RETREAT AT GIANTS RIDGE  
DESCRIPTION OF MASTER COMMON ELEMENTS**

All of that property located in the County of St. Louis, State of Minnesota, legally described as follows:

**Outlots A and B; Voyageurs Retreat at Giants Ridge, St. Louis County, Minnesota.**

**EXHIBIT C TO MASTER DECLARATION**  
**VOYAGEURS RETREAT AT GIANTS RIDGE**  
**DESCRIPTION OF ADDITIONAL PROPERTY**

All of that property located in the County of St. Louis, State of Minnesota, legally described as follows:

Outlots C, D and E; Voyageurs Retreat at Giants Ridge, St. Louis County, Minnesota.

**AND**

All of the streets, lots and outlots not included in the plat of Voyageurs Retreat at Giants Ridge, St. Louis County, Minnesota in the process of being recorded and embracing all or a portion of Government Lots One (1), Two (2), Three (3), and Four (4), and Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) and Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Thirty-two (32), in Township Fifty-nine (59) North of Range Fifteen (15) West of the Fourth Principal Meridian.

**AND**

Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ), except that part lying Easterly of State Highway No. 135, of Section Thirty-two (32) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$  of NE $\frac{1}{4}$ ), lying Westerly and Northerly of the centerline of State Highway No. 135, of Section Thirty-two (32) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Government Lots Eight (8), Nine (9), Ten (10) and Eleven (11), of Section Thirty (30), in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Government Lots One (1), Six (6), Seven (7) and Eight (8) and Government Lots Two (2) and Three (3), except part lying west and south of the Embarrass River, all in Section Eighteen (18), Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$  of NE $\frac{1}{4}$ ), Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ), and Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Eighteen (18) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Eighteen (18) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Eighteen (18) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

South Half of Southwest Quarter (S $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section Seventeen (17) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

North Half of Southwest Quarter (N $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section Seventeen (17) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Government Lots Five (5), Six (6), Seven (7) and Eight (8) of Section Nineteen (19), in Township Fifty-nine (59), North of Range Fifteen (15) West of the Fourth Principal Meridian.

**AND**

Northwest Quarter (NW $\frac{1}{4}$ ), Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ), Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ), Northeast Quarter of Northeast Quarter (NE $\frac{1}{4}$  of NE $\frac{1}{4}$ ), West One-half of Southeast Quarter (W $\frac{1}{2}$  of SE $\frac{1}{4}$ ) and West One-half of Southwest Quarter (W $\frac{1}{2}$  of SW $\frac{1}{4}$ ) of Section Twenty (20) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

East One-half of Southeast Quarter ( $E\frac{1}{2}$  of  $SE\frac{1}{4}$ ), lying Westerly and Northerly of the centerline of State Highway No. 135, of Section Twenty (20) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ), lying Westerly and Northerly of the centerline of State Highway No. 135, of Section Twenty (20) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

That part of Northeast Quarter of Northeast Quarter ( $NE\frac{1}{4}$  of  $NE\frac{1}{4}$ ) of Section Twenty-nine (29), in Township Fifty-nine (59), North of Range Fifteen (15) West of the Fourth Principal Meridian, lying Westerly and Northerly of the centerline of State Highway No. 135.

**AND**

That part of Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ) of Section Twenty-nine (29), in Township Fifty-nine (59) North of Range Fifteen (15) West of the Fourth Principal Meridian, lying Westerly and Northerly of the centerline of State Highway No. 135.

**AND**

Government Lot One (1) or Southwest Quarter of Southwest Quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ) of Section Twenty-nine (29), in Township Fifty-nine (59), North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

Southeast Quarter of Southeast Quarter ( $SE\frac{1}{4}$  of  $SE\frac{1}{4}$ ), of Section Nineteen (19), in Township Fifty-nine (59), North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

The North One-Half ( $N\frac{1}{2}$ ) of the Northeast Quarter of Southeast Quarter ( $NE\frac{1}{4}$  of  $SE\frac{1}{4}$ ), of Section Thirty-two (32), in Township Fifty-nine (59), North of Range Fifteen (15), West of the Fourth Principal Meridian.

**AND**

That part of the Southeast Quarter of the Northwest Quarter of Section 5, Township 58 North, Range 15 West, St. Louis County, Minnesota, lying Northerly of the centerline of the Town of White road running in an East-West direction connecting County Road Number 138 with State Highway Number 135, as described in Document No. 00878201 on record, said county, and lying Westerly of the following described line: Commencing at the Northeast corner of Government Lot 3, said Section 5; thence South 89 degrees 46 minutes 22 seconds West, assumed bearing, along the North line of said Government Lot 3 for a distance of 558.28 feet; thence South 27 degrees 50 minutes 01 second West 102.75 feet; thence South 41 degrees 51 minutes 46 seconds West 452.29 feet; thence South 28 degrees 19 minutes 22 seconds West 422.74 feet; thence South 30 degrees 55 minutes 42 seconds West 133.79 feet; thence Southwesterly 210.75 feet along a tangential curve concave to the Southeast having a radius of 300.00 feet and a central angle of 40 degrees 15 minutes 00 seconds; thence South 09 degrees 19 minutes 19 seconds East tangent to said curve 100.30 feet, more or less, to the North line of said Southeast Quarter of the Northwest Quarter; thence North 89 degrees 09 minutes 31 seconds East along said North line 40.44 feet to the point of beginning of the line to be herein described; thence South 09 degrees 19 minutes 09 seconds East 198 feet, more or less, to said centerline and said line there terminating.

**AND**

An undivided 23/486 interest in Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ), lying Westerly and Northerly of the centerline of State Highway No. 135, of Section Thirty-two (32) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian. Torrens Property

**AND**

An undivided 1/8 interest in Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$  of SE $\frac{1}{4}$ ), lying Westerly and Northerly of the centerline of State Highway No. 135, of Section Twenty-nine (29) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian. Abstract Property.

**AND**

An undivided 23/486 interest in Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ), Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$  of NW $\frac{1}{4}$ ), and Southwest Quarter of Northwest Quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section Twenty-nine (29) in Township Fifty-nine (59) North of Range Fifteen (15), West of the Fourth Principal Meridian. Abstract Property.

**AND**

As to the above described property in Section 32, and Government Lots 1, 2, 3, 6, 7 and 8, Section 18; Government Lots 5, 6, 7 and 8, Section 19; Government Lots 8, 9, 10 and 11, Section 30; and Government Lot 1, Section 29: Together with the riparian rights over any strip of land owned by the State of Minnesota lying below the low water mark of Wynne Lake, or Embarrass River, as the case may be, as of the time of statehood established at 1,369.3 feet, abutting said lots, which rights include, but are not limited to, exclusive access rights to the water, together with the right to build and construct wharves, piers, landings and docks to facilitate access to the water.

**AND**

The NW 1/4 of the NE 1/4, Section 32, T59N, R15W. Approximately 40 acres.

**AND**

The W 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4, Section 29, T59N, R15W. Approximately 120 acres.

**AND**

The NE 1/4 of the NE 1/4, Section 30, T59N, R15W.

**AND**

The SW 1/4 and the NW 1/4 of the SE 1/4 and the SW 1/4 of the SE 1/4, Section 7, T59N, R15W. Approximately 248.7 acres.

802903

**VOYAGEURS RETREAT AT GIANTS RIDGE  
CONSENT AND JOINDER BY MORTGAGEE**

The undersigned (the "Mortgagee") is a mortgagee of portions of real property described in the Master Declaration of Covenants, Conditions and Restrictions and Easements of Voyageurs Retreat at Giants Ridge (the "Master Declaration"). Mortgagee hereby consents to and joins in the Master Declaration; provided, that by consenting to and joining in the Master Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Developer as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgagee's mortgage and related loan documents; and provided further that such mortgage shall be and remain as a lien on the property described therein, prior to any Master Assessment liens or other liens imposed under the Master Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 12<sup>th</sup> day of August, 2005.

American Bank of the North

By: Marvin Vuicich  
Its: President

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF St. Louis )

The foregoing instrument was acknowledged before me this 12th day of August, 2005, by Marvin Vuicich, the President of American Bank, a corporation, on behalf of said entity.

Giane M. Brown  
Notary Public  
