

12/31/79

DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS
OF
GERALD J. SMITH AND ASSOCIATES, INC.
AND
THE GORGEN CO.

545184

THIS DECLARATION, made on the date hereinafter set forth by Gerald J. Smith and Associates, Inc. and The Gorgen Co., hereinafter referred to as "Declarants",

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Coon Rapids, Anoka County, Minnesota, as more particularly described as set forth on Exhibit A attached hereto, and

WHEREAS, Declarants desire to provide for the preservation of the values and amenities on said premises and the maintenance of facilities; and, to this end, desire to subject the real property described in Exhibit A and such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and the owners thereof;

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions and covenants which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, or in the case of limited easements, to the owners specified.

ARTICLE I

DEFINITIONS

- Section 1. "Association" shall mean and refer to the Forest Oaks Home Owners Association.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" appended hereto, and such additional land as may be added to coverage hereof by Declarant as provided in Article II hereof.
- Section 4. "Common Area" shall mean and refer to all real property and facilities which may hereafter be acquired by the Association for the common use and enjoyment of the owners.
- Section 5. "Lot" shall mean and refer to any individual lot shown upon a recorded survey of the properties with the exception of common area or public area.
- Section 6. "Declarant" shall mean and refer to the undersigned, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped lot from the Declarant for development.
- Section 7. "Mortgage" shall mean any Mortgage or other security instrument by which a parcel or any part thereof is encumbered.
- Section 8. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.
- Section 9. "FHA" shall mean the Federal Housing Administration.
- Section 10. "VA" shall mean the Veterans Administration.
- Section 11. "Unit" shall refer to the single family townhouse type dwelling located or to be located upon one given lot.
- Section 12. "Private Yard Area" shall refer to that portion of a lot not covered by a unit or by a private common driveway.
- Section 13. "Private Common Driveway" shall refer to the access driveways from public streets to the units.

Section 14. "Exteriors" shall refer generally to the exterior or visible portion of any building.

ARTICLE II

ANNEXATION

Section 1. The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration shall contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

Section 2. Additional residential property or common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 3. Upon a merger or consolidation of the Association with another association as provided in its By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or alternatively, the properties, rights and obligations of another association may by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration with the Existing Property together with the covenants and restrictions established by this Declaration with the Existing Property together with the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement in and to any Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association including contract sellers, shall be a member of the Association. The foregoing is not intended to include mortgagees prior to their acquisition of the lot by foreclosure or otherwise. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2. Voting Rights. The Association shall not have capital stock, but shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall there be a split vote. Prior to the time of any meeting at which a vote is to be taken each lot having co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owner

has filed a general voting authority applicable to all votes until rescinded. The lots referred to above shall be designated Class A lots.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class^A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1983.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) General annual assessments or charges, and
- (b) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each Owner of any lot by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association thus to pay to the Association for the purposes provided in this Declaration, for such general and special assessments. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. Every owner of any lot by acceptance thereof, further consents to the foreclosure of any such lien by action or by advertisement and otherwise as by Chapters 580 and 581 of the Minnesota Statutes provided for a real estate mortgage with a six-month redemption period. Each owner does further thereby and hereby give full and complete power of sale by advertisement to the Association. Each assessment together with interest,

costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments became applicable and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, the improvement and maintenance of the Common Area, for common utility maintenance, and for maintenance, repair, and repainting of the exteriors of the buildings.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot by Developer to an Owner, the general annual assessment shall be \$32.50 per month.

(a) From and after January 1 of the year immediately following the conveyance of the first lot by the Developer to an Owner, the annual assessments may be increased each year not more than five (5%) percent above the assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner the annual assessments may be increased above five (5%) percent by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum amounts set forth herein.

(d) General assessments shall be deemed to include an annual amount of at least \$400.00 per year for exterior painting and replacement.

Section 4. Special Assessment for Capital Improvements. Special assessment applicable to a given year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto shall only be levied with the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members and any mortgagee who shall request such notice in writing not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement,

and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis. However, the Declarant shall pay only one-fourth (1/4) of the annual assessment for any lot that remains empty.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each lot on the first day of the month following the conveyance of the common area therein by the Declarant to the Association or the first lot therein, whichever is sooner, (all according to the number of months then remaining in that calendar year). The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each subsequent annual assessment. Written notice thereof shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Lien for Assessments. All sums assessed to any lot pursuant to this Article together with interest thereon as provided herein, shall be secured by a lien thereon in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on any first Mortgage and to the extent in Section 10 of this Article provided.

All other lienors acquiring liens on any lot after this Declaration which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the lot and a description of the lot and file of record the same, but notice of the lien shall not be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by the judicial foreclosure by the Association or by foreclosure by advertisement in the same manner in which mortgages on real property may be foreclosed in Minnesota. In any such foreclosures,

the Owner shall be required to pay the costs and expense which shall also be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the lot as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded, upon payment of all sums secured by a lien which has been subject of a recorded notice of lien.

Any encumbrancer holding a lien on a lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a lot any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. Effect of Non-payment of Assessments: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or pursuant to any other proceeding or arrangement in lieu of foreclosure of any such first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners including the acquirer, his successor and assigns unless such unpaid assessments be expressly assumed by the acquirer, his successors and assigns. Nothing herein shall be deemed to extinguish the personal obligation for the delinquent assessments as to the owner who was sub-titled to the property at the time such assessments were originally levied unless such obligation is expressly assumed by the subsequent owner. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

COMMON AREA

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, and to the degree hereinafter specified to exteriors of units and to private yard areas.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for proper operation whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association shall arrange trash collection, snow removal, and other common services to Owners, and to maintain exteriors, private yard areas, and private common driveways.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the beneficial use and enjoyment of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

ARTICLE VII

EASEMENTS

Section 1. Easements. Additionally to the easements, covenants and conditions of Article VIII concerning party walls, and of Article IX concerning Architectural and Exterior Controls, the units and lots shall be subject to easements and covenants for the benefit of the properties or for the limited benefit of specified adjoining lots as more fully described in this Article.

Section 2. Driveway Easements. Declarant has or will by separate Declaration establish limited private common driveway easements for ingress and egress by and to each of the units served. Maintenance of the same as well as maintenance of the private apron from the common driveway to a unit shall be by the Association.

Section 3. Private Yard Easements. Save and except as herein provided each owner shall be fully entitled to use and occupancy of the private yard area in his lot to the exclusion of others. The properties generally and the other owners shall be entitled to a visual easement over the same limited only by original structures as originally erected thereon by Developer and the owner shall not build any other structure of any sort upon the same, or make any planting other than as approved specifically or generally by standards which may be adopted by the Association. Other than as may be done by the owner under the

foregoing sentence all planting and private yard maintenance shall be by the Declarant originally or by the Association thereafter, and annual assessment by the Association shall include maintenance of private yard and renewal planting as to each private yard area.

Section 4. Sewer and Water Easements. For sewer and water service to a Lot over another or other Lots, Declarant will provide easements by separate Declaration. Regardless of the extent of the easement area maintenance of sewer and water lines to the building lines of a unit shall be the responsibility of the Association and as to any Lot the Association is given full and free right of access for this purpose. Moreover the Association is given free right of access as to any unit to maintain on the exterior thereof a separately metered water line or lines for yard maintenance purposes.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the lots upon, and placed on the dividing line between, the Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who uses the wall may restore it and all party owners shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 5. Encroachments. Some of the multi-family dwellings may in fact be originally so placed or located because of survey difficulties or inaccuracies that the center of a party wall is not centered in fact on a dividing line. During the life of such building in such instance the offended lot shall be fully subject to an easement for maintenance of the wall as so located and for all purposes the wall shall be treated as if centered precisely upon the lot line.

Section 6. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IX

ARCHITECTURAL AND EXTERIOR CONTROLS

Section 1. Architectural Control and Committee Authority. No exterior additions, or alterations to any lots on the Properties, or changes in existing fences, planting, hedges, walls, walkways and other structures shall be commenced, erected, or maintained except such as are installed or approved by the Declarant in connection with the initial construction on the Properties until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representative, suit to enjoin or remove such additions, alterations or changes may be instituted at any time unless a deed to a new owner is placed on record after the period of ninety (90) days upon the completion of the unapproved work has elapsed. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

ARTICLE X

INSURANCE AND RECONSTRUCTION

Section 1. Insurance Provisions. The Board of Directors shall provide public liability insurance covering the Common Area and Facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide Workmen's Compensation Insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

Section 2. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings and a determination is made to rebuild the building or buildings involved, then, and in such event, the reconstruction thereof shall be undertaken within ninety (90) days of the date on which the homeowners involved consent to such reconstruction. In order to reconstruct the building involved the unanimous consent of all owners residing in the residential building shall be required in writing.

On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any Unit may not vary by more than 5% from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction and reconstruction costs shall be the obligation of the affected owners only, and shall not be assessed to other owners.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration including the collection of assessments. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by the appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs incurred in the discretion of the Board of Directors of the Association. If the same, including assessment collections, be not enforced by Association action or by Owners

for or in the name of the Association the municipality is hereby given authority, with or without the necessity of resort to court, to enforce or collect the same.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of Federal Housing Administration and the Veterans Administration:

Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, and Restrictions and Easements.

ARTICLE XII

RESTRICTIVE PROVISIONS

Section 1. Residential only. Each Lot shall be used for single family residential purposes only and no commercial business activity shall be conducted upon the same, except that Declarant reserves the right to use one or more units for display or model home units.

Section 2. Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises, except that the Association may by regulation, rule, or otherwise develop rules for the keeping of dogs, cats or other household pets.

Section 4. Signs. No signs of any kind shall be displayed to the public view on any Lot except one sign if not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the property during the construction and sales period.

Section 5. Maintenance of Garages. In accordance with the general plan of development, Declarant proposes to construct units containing two

car drive-in garages. It is declared to be an essential part of the Development that off-street, interior storage of vehicles be provided and maintained and therefore it is a specific restriction that any garage facility originally erected as a part of a unit be retained as and for a garage and the same shall not be converted by construction or usage to any other purpose.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its corporate name by its President and its corporate seal to be hereunto afixed the day and year first above written.

Dated December 31, 1979

GERALD J. SMITH AND ASSOCIATES, INC.

By:

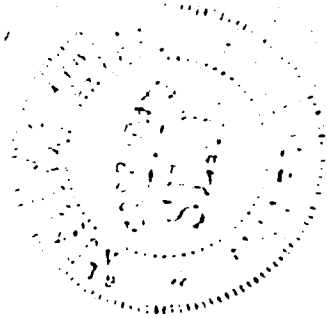
Gerald J. Smith
Its President

Dated December 31,
1979

THE GORGEN CO.

By

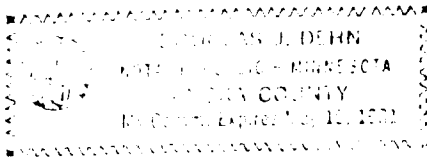
[Signature]
Its President



STATE OF MINNESOTA

COUNTY OF Anoka SS.

The foregoing instrument was acknowledged before me this 31st day of December, 1979, by Gerald J. Smith, President of Gerald J. Smith and Associates, Inc., a Minnesota corporation, on behalf of the corporation.

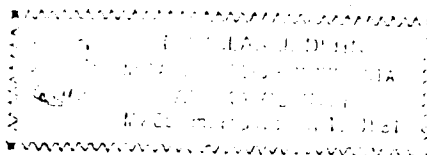


Douglas J. Dehn

STATE OF MINNESOTA

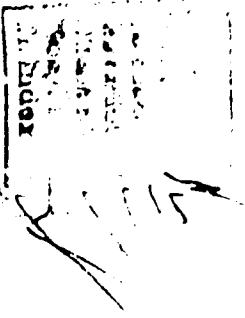
COUNTY OF Anoka SS.

The foregoing instrument was acknowledged before me this 31st day of December, 1979, by Joseph A. Craig, President of The Gorgen Co., a Minnesota corporation, on behalf of the corporation.



Douglas J. Dehn

55303



OFFICE OF COUNTY RECORDER
STATE OF MINNESOTA, COUNTY OF ANOKA

I hereby certify that the within instrument was filed in this office for record on the FEB 27 1983 A.D., 19__

At 4 o'clock P.M., and was duly recorded in book _____ page _____

Leo J. Connelley
By Deputy Leo J. Connelley
Deputy

ENTERED

FEB 28 1983
Charles R. J. J. J.
Deputy
Deputy

Drafted by:

Douglas I. Behn

Attorney at Law

211 E. Main St.

Anoka, Minn. 55303

PROPERTY DESCRIPTION

Outlots A and B

Lots 1 through 36, inclusive, Block 1;

Lots 1 through 24, inclusive, Block 2;

Lots 1 through 8, inclusive, Block 3;

Lots 1 through 12, inclusive, Block 4;

all in FOREST OAKS ADDITION, according to the plat thereof on file and of record in the Office of the County Recorder in and for Anoka County, Minnesota.

EXHIBIT A