

FIRST AMENDMENT TO RESTATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING
TOWNHOUSE VILLAGES AT RIVER WOODS HOMES ASSOCIATION

THIS AMENDMENT, made this 15th day of June, 1994, by the Townhouse Villages at River Woods Homes Association, (hereinafter referred to as "DECLARANT").

W I T N E S S :

WHEREAS, the Declarant is a non-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes, whose members are lot owners of **Dakota County Property**, legally described as:

Townhouse Villages at River Woods 1st through 10th Additions whose purpose is the operation of the Association for its members.

WHEREAS, the Declarant, through its Board of Directors at a regularly scheduled meeting on June 15, 1994 passed an amendment to submit to the members regarding Article II. PROPERTY RIGHTS. Section 4. Use of Lots, and said amendment was submitted to the members for ratification pursuant to the Restatement of Declaration of Covenants, Conditions, and Restrictions regarding Townhouse Villages at River Woods Homes Association dated March 1, 1979, and recorded on May 11, 1979, as Document No. 536887.

NOW, THEREFORE, the Declarant hereby states that Section 4. Use of Lots. of Article II. PROPERTY RIGHTS. is hereby amended in its entirety to read as follows:

ARTICLE II. PROPERTY RIGHTS.

Section 4. Use of Lots.

a. Ownership Acquired Prior to Filing Date of this Amendment. Each lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a dwelling for residential purposes shall not be considered to be in violation of this covenant, nor shall showing for sale

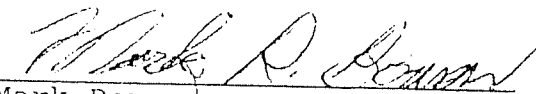
or model-dwelling showing be a violation.

b. Ownership Acquired After Filing Date of this Amendment. Each lot shall be used for residential purposes only, and no trade or business or any kind may be carried on therein. For those owners acquiring their interest after the filing date of this amendment, lease or rental of a dwelling for residential purposes shall be considered a violation of this covenant. Showing of a dwelling for purposes of sale shall not be a violation of this covenant.

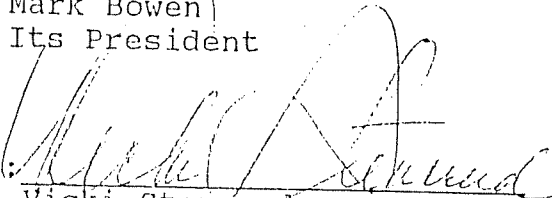
IN WITNESS WHEREOF, the undersigned, being the President and Secretary, respectively, of the Townhouse Villages at River Woods Homes Association, the Minnesota non-profit corporation referred to in the Restatement of Declaration of Covenants, Conditions, and Restrictions regarding Townhouse Villages at River Woods Homes Association, declare and certify that pursuant to Article IX. GENERAL PROVISIONS., Section 3. Amendment., that seventy-five percent (75%) of the lot owners of said Association, as defined in Article I, Section 2, of said document, and as evidenced by Exhibits "A" attached hereto and incorporated herein, have signed this First Amendment and this First Amendment shall take effect with the recording of the Amendment in Dakota County.

TOWNHOUSE VILLAGES AT RIVER
WOODS HOMES ASSOCIATION

By:

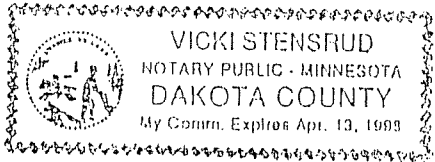

Mark Bowen
Its President

And:


Vicki Stensrud
Its Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 27th day of July, 1994, by Mark Bowen, President, of Townhouse Villages at River Woods Homes Association, a Minnesota non-profit corporation, on behalf of the corporation.

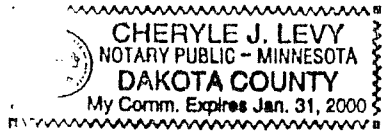


[Handwritten Signature]

Notary Public

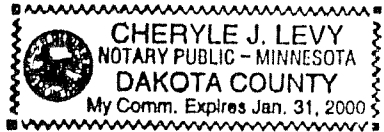
STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 27th day of July, 1994, by Vicki Stensrud, Secretary, of Townhouse Villages at River Woods Homes Association, a Minnesota non-profit corporation, on behalf of the corporation.



[Handwritten Signature]

Notary Public



THIS INSTRUMENT WAS DRAFTED BY
AND RETURN TO:

Douglas M. Stevens
Attorney at Law
14300 Nicollet Court, Suite 218
Burnsville, Minnesota 55306

RESTATEMENT OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS REGARDING
TOWNHOUSE VILLAGES AT RIVER WOODS HOMES ASSOCIATION

THIS RESTATEMENT, made this 14th day of August, 1978, by the Townhouse Villages at River Woods Homes Association (hereinafter called the Declarant).

WITNESSETH:

WHEREAS, the Declarant is a non-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes, whose members are the lot owners in the area known as the Townhouse Villages at River Woods, and whose purpose is the orderly regulation and operation of the Association for the benefit of its lot owner members.

WHEREAS, the Declarant deems it in the best interests of the members of the Townhouse Villages at River Woods Homes Association to restate the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS executed on March 22, 1972, and filed with the office of the Register of Deeds of Dakota County, Minnesota, as Document No. 396310, Book 72 of Dakota County Records, page 396310, as amended thereafter, and hereby declares that said document shall be restated in its entirety as follows:

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Townhouse Villages at River Woods Homes Association, a non-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes, its successors and assigns.

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 parcel 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 located in Dakota County, Minnesota, and legally described as;

TOWNHOUSE VILLAGES AT RIVER WOODS 1ST ADDITION;
TOWNHOUSE VILLAGES AT RIVER WOODS 2ND ADDITION;
TOWNHOUSE VILLAGES AT RIVER WOODS 3RD ADDITION;
TOWNHOUSE VILLAGES AT RIVER WOODS 4TH ADDITION;
TOWNHOUSE VILLAGES AT RIVER WOODS 5TH ADDITION;
TOWNHOUSE VILLAGES AT RIVER WOODS 6TH ADDITION;
TOWNHOUSE VILLAGES AT RIVER WOODS 7TH ADDITION;

TOWNHOUSE VILLAGES AT RIVER WOODS 8TH ADDITION;
TOWNHOUSE VILLAGES AT RIVER WOODS 9TH ADDITION; and
TOWNHOUSE VILLAGES AT RIVER WOODS 10TH ADDITION.

Additional properties may become subject to these Declarations by an instrument signed by not less than 75 percent of the lot owners in TOWNHOUSE VILLAGES AT RIVER WOODS.

Section 4. "Common Area" shall mean and refer to all real property and facilities as shown on any recorded subdivision plat regarding the property referred to in Section 3 and owned by the Association for the common use, benefit, and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Living Unit" shall mean and refer to any portion of a building situated upon River Woods Townhouses designated and intended for use and occupancy as a resident by a single family.

Section 7. "Scheduled Maintenance" shall mean and refer to the periodic maintenance or repair to the exterior surfaces of a Living Unit and/or garage, including, but not limited to, paint, trim, and stain on the siding of the townhouses, garages, fences, replacement of roof shingles on an approximate 20 year schedule, and regular repair and maintenance of stoops and sidewalks necessary to maintain the quality and appearance of the structures.

Section 8. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III.

Section 9. "Declarant" shall mean and refer to the non-profit Minnesota corporation known as the TOWNHOUSE VILLAGES AT RIVER WOODS HOMES ASSOCIATION.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the 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, through a majority vote or its Board of Directors, to grant to members of the Villages at River Woods Homes Association the right to use the swimming pool on the common area. This right shall be granted solely on the terms, conditions, and restrictions established by the Board of Directors of the Association. If the Board wishes to grant the right to use the pool to Members of the Villages at River Woods Homes Association, they shall by March 31 notify the Board of that Association as to the terms, conditions, and restrictions of the license.
- (c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for a 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;
- (d) 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 condition as may be agreed to by

the Members. No such dedication or transfer shall be effective unless evidenced by an instrument signed by two-thirds (2/3) of the Lot Owners agreeing to such dedication or transfer has been recorded;

- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Properties; however, the rights of such mortgagee in said Properties shall be subordinate to the rights of the Members hereunder;
- (f) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- (g) The right of the Owner of each Lot to an exclusive easement on the Common Area to areas occupied by fireplaces, roof overhangs, air conditioning compressors, flower boxes, decks, balconies, and other appurtenances which are part of the original construction of any Living Unit or which are added pursuant to the provisions of Article VI hereof;
- (h) The rights of the Village of Burnsville, Minnesota, to an open space easement created by indenture from the Developer to said Village dated March 22, 1972; and
- (i) The right of the Association, through a two-thirds vote of its Board of Directors, to levy special assessments against any Owner whose residents, pets, and/or guests violate established rules and regulations which have been passed by the Board of Directors, and/or who cause damage to Association or another homeowner's property. The amount of the assessment shall include cost or repairs, if any, and shall be fixed by the Board of Directors,

Notice to Owner - At least 10 days prior to consideration by the Board of Directors of a special assessment pursuant to Article II, Section 1, (i) the Lot Owner shall be notified by certified mail or personal service as to the alleged violations or the alleged damages and the date, time, and location that the Board will discuss the assessment. If the certified letter is returned and the owner cannot be personally located, the notification to the owner may be established by publication for three consecutive weeks in a newspaper and mailing a copy of the notice to the last known address of the owner. Publication costs incurred by the Association shall be added to any special assessments levied in accordance with this paragraph.

Special assessments levied in accordance with this Article II, Section 1, (i), shall have the same force and effect as those special assessments created and defined in Article IV.

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

Section 3. Owners' Right to Ingress and Egress and Support. Each owner shall have the right to ingress and egress over, upon, and across the Common Area necessary for access to his Lot, and shall have the right to lateral support for his Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

Section 4. Use of Lots. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant, nor shall showing for sale or model-dwelling showing be a violation.

Section 5. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common

Area without the prior written consent of the Association except as specifically provided herein.

Section 6. Animals. The Association may, by rules and regulations, prohibit or limit the raising, breeding, or keeping in any dwelling or on the Common Area or any part thereof, of animals, including pets.

Section 7. Utility Easements. Each Owner shall, to the extent that such utility easements may service his Lot, have to the extent herein limited, easements of right, use and enjoyment of the same, including sewer and water lines. The Association shall have the right and easement to maintain and retain common connecting lines as originally constructed within the Lots and to enter the Lots for the purpose of inspecting and maintaining such common connecting lines to the point of individual Lot connections.

Section 8. Parking Restrictions.

- (a) Each Owner shall be advised that no campers, boats, trailers, business vehicles, or the like shall be parked on the common property or on driveways appurtenant to the common property. This restriction shall also apply to trucks and other motor vehicles of such size that are not capable of being parked within the confines of a closed townhome garage. The purpose of this Section is to allow each Owner enjoyment of the Property and the Common Area free from any obstruction by the vehicles described herein, and to avoid the possible diminution of property values by parking vehicles of this type within the area known as the Townhouse Villages at River Woods Homes Association.
- (b) Each Owner shall be advised that the Association maintains parking spaces for the exclusive use of Members' guests and that the Association has the responsibility to maintain all roadways and guest parking areas free from obstructions, including ice and snow.
- (c) Upon notice by certified mail or personal service to an Owner or his assigns, the Association, by a majority vote of its Board of Directors, may levy a \$5/day special assessment for violations of paragraphs (a) and (b) of Article II, Section 8, and said special assessments shall have the same force and effect as those defined in Article IV.
- (d) At its option, the Association, by a majority vote of the Board of Directors, may, through its employees or agents, elect to remove a vehicle for violations of paragraphs (a) and (b) of Article II, Section 8, and said costs associated with the removal and storage of the vehicle shall be the personal obligation of the vehicle owner. Upon ten-days notice by certified mail or personal service upon the Lot Owner as to the time, date, and location that the Board of Directors will vote, the Board, by a majority vote, may levy a special assessment for said costs of removal and storage, and special assessments passed pursuant to this Section shall have the same force and effect as those defined in Article IV.

Section 9. Property Insurance.

- (a) Plan of Insurance - The Association, through its Board of Directors, shall determine the type of insurance policy to be carried by Owners covering their individual townhome structure. The plan of insurance may be either individual policies or a master policy. Each Owner shall pay for the insurance as chosen by the Association and if not voluntarily paid, said amount shall become an assessment against the property and a charge on the land and shall be a continuing lien upon the property against which each such assessment is levied. Each such assessment, together with interest, collection costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the insurance assessment was first levied, their successors in title, and their assigns.

- (b) Insured Losses - Each Lot Owner shall be responsible for any deductibles applicable to an individual loss to his structure.

Section 10. Lot Maintenance.

(a) Association Responsibility -

- (1) The Association shall be responsible to arrange scheduled maintenance of the exterior surfaces of the Living Units, including sidewalks and stoops, exclusive of glass and storm doors, subject to the right of the Association, pursuant to Article IV, Section 1, to levy special assessments to pay the costs of the scheduled maintenance.
- (2) The Association shall be responsible for the maintenance and improvements of the Common Area of the Association, including any improvements upon or related to said Common Area.
- (3) The Association shall be responsible for costs of the maintenance, improvement, and replacement of any sewer or water lines within or under the common area.

(b) Lot Owner -

- (1) The Lot Owner shall be responsible for the costs of the maintenance, improvement, and replacement of any sewer or water lines which are service lines appurtenant solely to his individual Living Unit.
- (2) The Lot Owner shall be responsible for any damage or maintenance to the exterior surfaces of the dwelling unit or sewer and water lines caused by the misuse, abuse, negligence, misfeasance, or malfeasance, of himself and his guests and invitees.
- (3) Regardless of the origin of the damage or repair, the Lot Owner shall be responsible to assume and make repairs not involving scheduled maintenance.
- (4) Regardless of the origin of damage, the Lot Owner shall be responsible for any loss to his Living Unit under applicable insurance deductibles covering the loss or for the payment of any insurance deductibles should the damage exceed the deductible portion of any applicable insurance policy.

- (c) Failure of Owner to Maintain Lot - In the event an Owner of any Lot in the Riverwoods Townhome Area shall fail to maintain his Lot as described herein and the improvement situated thereon, the Association, through a two-thirds majority of its Board of Directors, after ten-days notice by certified mail, personal service, or publication as defined in Article II, Section 1, (1) as to the date, time, and location of said meeting, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any improvements erected thereon. The costs of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and shall be a continuing lien upon the property against which each such assessment is levied.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to an assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have one class of voting membership.

Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any 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 more than one vote be cast with respect to any Lot. There can be no split vote.

ARTICLE IV.

COVENANT FOR MAINTENANCE AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. 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 agrees to pay to the Association: (1) annual maintenance assessments or charges; and (2) special assessments; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, collection costs, and reasonable attorney's fees for collection thereof, 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, collection costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due, their successors in title, and their assigns.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the pleasure, recreation, health, safety, and welfare of the residents in River Woods Townhomes, and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and of the townhomes in the River Woods Townhome Area, including but not limited to, payment of taxes and assessments, if any, insurance for Common Areas, water charges, utility charges, repair, replacement and additions, and for the cost of labor, equipment, materials, management, and supervision. Annual assessments as defined herein shall be uniform for all Lot Owners within the River Woods Townhome Area.

Section 3. Maximum Annual Assessment.

- (a) The maximum annual assessment for the calendar year commencing January 1, 1978, shall be the sum of \$403.00 per Lot payable in monthly installments.
- (b) The maximum annual assessment may be increased each year by a majority vote of the Association Board of Directors not more than 6 percent above the maximum assessment for the previous year without a vote of membership.
- (c) The maximum annual assessment may be increased above 6 percent by a vote of two-thirds of the Association membership who are voting in person or by proxy at a meeting duly called for this purpose.
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized herein, the Association may levy special assessments for the following purposes:

- (a) Special assessments may be levied 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.
- (b) Special assessments may be levied for Common Area improvements and for the maintenance or repair of the exterior of the Association member dwelling units or for any purpose benefiting the Association members as a group.

(c) Special assessments may be fixed at a uniform rate for all Lot Owners or if there are different benefits to be derived from the Association for different classes of Lot Owners, the assessment for each class may be different, but must be uniform within the class.

(d) Special assessments, as defined in this Article IV, Section 4, to be valid shall require the affirmative vote of two-thirds of the Association membership who are voting in person or by proxy at a meeting duly called for the purpose of considering the special assessment.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Lot Owners 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 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 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. Effective and Due Dates of Annual and Special Assessments.

(a) The annual assessment as defined herein shall commence as to all Lots on January 1, 1978, and shall be payable in monthly installments in advance on the first day of each month during the assessment year.

(b) Increases in annual assessments as provided herein shall take effect upon 30 days written notice to Lot Owners as defined herein.

(c) Special assessments as defined and levied herein shall be payable as defined in the special assessment approval and effective with 30 days written notice to Lot Owners as defined herein.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 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.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V.

LIENS CREATED BY THIS DOCUMENT

Section 1. Term. The liens created within this document shall be perpetual in nature and shall require no renewal and shall not be extinguished except by payment thereof, by release from the Association or by operation of Article IV, Section 8.

Section 2. Foreclosure of Lien. Liens created within this instrument shall be foreclosed in the same manner as provided for foreclosure of mechanic's liens within Minnesota Statutes Annotated, Chapter 514.

ARTICLE VI.

ARCHITECTURAL AND EXTERIOR CONTROL

Section 1. Architectural Control Authority. No exterior additions or

alterations to any building on the properties, additional fences, or changes in existing fences, hedges, walls, walkways, and other structures shall be commenced, erected, or maintained until the plans and specifications showing the nature, kind, shape, heights, materials, location, and approximate cost of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by the Board of Directors of the Association or by a committee designated by the Board of Directors. In the event the Board of Directors or the committee fails to approve or disapprove such design and location within 45 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 45 days of application, such approval will be deemed to have been given. Exterior antennae shall not be placed on any building within the Association.

ARTICLE VII.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots 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 of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omission.

ARTICLE VIII.

ANNEXATION

Section 1. Annexation. Additional land may be annexed to the "Properties" by an instrument signed by not less than 75 percent of the Lot Owners of the "Properties".

ARTICLE IX.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce by any proceeding law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Severability. Invalidity 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 Restatement shall run with and bind the land for a period of twenty years from the date this Restatement is recorded, after which time they shall be automatically extended for successive periods of ten years. This Restatement may be amended at any time by an instrument signed by not less than 75 percent of the Lot Owners. Any amendment must be recorded.

Section 4. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless within 90 days of the date of the damage or destruction all Owners agree not to rebuild or repair. On reconstruction, the design, plan, and specifications of any building or unit may vary from that of the original upon approval of the Board of Directors.

ARTICLE X.

RESCISSION OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING TOWNHOUSE VILLAGES AT RIVER WOODS HOMES ASSOCIATION

Section 1. Rescission of Previous Declaration. The DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS REGARDING TOWNHOUSE VILLAGES AT RIVER WOODS HOMES ASSOCIATION dated March 22, 1972, and filed with the office of the Register of Deeds for Dakota County, Minnesota, as Document No. 396318 on March 22, 1972, as amended, is declared null and void and is rescinded in its entirety as of the date of the filing of this Restatement with the Register of Deeds for Dakota County, Minnesota, and the terms and conditions contained herein shall have full force and effect.

IN WITNESS WHEREOF, the undersigned, being the President and Secretary, respectively, of the Townhouse Villages at River Woods Homes Association, the Minnesota non-profit corporation referred to in this Restatement, declare and certify that pursuant to Article XI, Section 1, of the DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS executed on March 22, 1972, and filed as Document No. 396318 on March 22, 1972, and as thereafter amended, that 75 percent of the Lot Owners of said Association, as defined in Article I, Section 2, of said document, and as evidenced by Exhibits "A" attached hereto and incorporated herein, have signed this Restatement, and this Restatement shall take effect this 1st day of March, 1979.

TOWNHOUSE VILLAGES AT RIVER WOODS HOMES ASSOCIATION

By: Harold R. Smith
Its President

And: Paul B. Reed
Its Secretary

STATE OF MINNESOTA }
COUNTY OF DAKOTA } ss.

The foregoing instrument was acknowledged before me this 1st day of March, 1979 by Harold R. Smith, President, and by Paul B. Reed, Secretary, of Townhouse Villages at River Woods Homes Association, a Minnesota non-profit corporation, on behalf of the corporation.

Paul R. Jones
Notary Public

THIS INSTRUMENT WAS DRAFTED BY
AND RETURN TO:
Douglas M. Stevens
Stevens, McLagan, Blackmar & Rehm, P.A.
202 First Burnsville State Bank Building
301 West Burnsville Parkway
Burnsville, Minnesota 55337

ART 2938340

TO

MAR 30-72 8 3 4 0 S 005.6023 A

me

STATE OF MINNESOTA)
 County of Dakota,) SS:
 Office of Register of Deeds,
 This is to certify that the within
 instrument was filed for record in
 this office, at Hastings, on the 30
 day of March, A. D. 19 72
 at 9 o'clock A. M., and that
 the same was duly recorded in
 Dakota County Records,
Ernest D. Fichtelberg
 Register of Deeds

OFFICE OF REGISTER OF DEEDS
 STATE OF MINNESOTA
 COUNTY OF HENNEPIN

I hereby certify that the within instrument
 was filed for record in this office on the

30 day of MAR A.D. 1972 at 8
 o'clock A. M., and was duly recorded in book
 72 of Hennepin County Records
 page 2938340

By Ray L. Staver

REGISTER OF DEEDS
Paul J. Herman
 DEPUTY REGISTER OF DEEDS

PLEASE SEE TO:
Paul J. Herman
Denton Lane

8200 Humboldt
 Bloomington
 MN

5.00

55431

Leonora Lind
Paul J. Herman
8200 Humboldt Ave. S.
Bloomington - 55431