

DISCLOSURE STATEMENT
COMMON INTEREST COMMUNITY NUMBER 140,
STILLWATER CROSSINGS CONDOMINIUM
WASHINGTON COUNTY, MINNESOTA

Seller and Developer: The Ryland Group, Inc., a Minnesota corporation

The information in this Disclosure Statement is accurate as of 2/14, 00.

ATTACHMENTS

Declaration
[Amendments to Declaration]
Association Bylaws
Common Interest Community Plat (if
available)
Association Articles of
Incorporation
Current Association Rules and
Regulations
Association Balance Sheet and
Projected Budget

Copy of M.S. Ch. 327A and M.S. 515B.4-112
through 4-115 *Enclosed with Disclosure
Statement*
Agreement Reducing Statute of Limitations
Description of Blanket Insurance
Copy of Ryland Home Warranty Program
Developer's Information Sheet

NOTE: All unrecorded documents are in proposed form, and may be changed unilaterally by the Declarant; provided that any changes which materially and adversely affect the purchaser are subject to the consent of the purchaser.

RECEIPT

I (We) hereby acknowledge receipt of a copy of the booklet containing the foregoing disclosure documents and information for COMMON INTEREST COMMUNITY NUMBER _____, STILLWATER CROSSINGS CONDOMINIUM.

Dated: _____

STATUTORY NOTICE

- (A) Within ten (10) days after receipt of a Disclosure Statement, a purchaser may, prior to conveyance, cancel any Purchase Agreement of a unit from Declarant (The Ryland Group, Inc.)
- (B) If a Declarant fails to provide a Disclosure Statement to a purchaser before conveying a unit, that purchaser may recover from the Declarant an amount equal to \$1,000, and
- (C) If a purchaser receives the Disclosure Statement more than ten (10) days before he signs a Purchase Agreement, he cannot cancel the agreement.
- (D) This Disclosure Statement is furnished pursuant to the requirements of the Minnesota Uniform Common Interest Ownership Act, Minnesota Statutes Section 515B.4-102. Prospective purchasers are not to construe the contents of this Disclosure Statement or any pages appended hereto or any communication in connection herewith as legal or tax advice. Each purchaser should consult his own counsel and tax adviser as to legal and tax matters and related matters concerning this purchase.

The representations and statements made in this Disclosure Statement are current as of the date of delivery of this document by Declarant or its authorized representative to the prospective purchaser of the unit. The representations are made to that purchaser only. Reproduction or distribution of this document by persons other than Declarant or its authorized representative is prohibited.

The following paragraph numbers correspond to the required disclosure items listed in the Minnesota Uniform Common Interest Ownership Act, Minnesota Statutes Section 515B.4-102.

- (1) Name and number of the Common Interest Community:

COMMON INTEREST COMMUNITY NO. ____
STILLWATER CROSSINGS CONDOMINIUM

- (2) Name and principal address of Declarant (Seller):

The Ryland Group, Inc.
7900 West 78th Street, Suite 100
Edina, Minnesota 55439

- (3) Nature of and Number of Units in Condominium: Stillwater Crossings Condominium (the "Condominium") is a condominium which currently consists of _____ (☐) residential units. Declarant has reserved the option to add to the Condominium up to _____ (☐) additional residential condominium units by amending the Stillwater Crossings Declaration (the "Declaration") to submit all or a portion of the additional real estate

(described in the Declaration) to the Declaration. The remaining condominium units may be developed and added to the Condominium in phases, at the discretion of the Declarant.

(4) General description of the Condominium:

The Stillwater Crossings Condominium Association (the "Association") has been created as a Minnesota nonprofit corporation to administer the Condominium's affairs pursuant to the Declaration and the articles of incorporation, bylaws, and rules and regulations adopted by the Association. All owners of units within the Condominium will be members of the Association, and will elect a board of directors to administer the affairs of the Association upon expiration of the period of Declarant control described below.

Common Elements of the Condominium will be owned equally by the owners of the Condominium units and consist of open space, landscaped monuments, mailboxes and private driveways between buildings. The Association is to maintain all common elements other than the replacement of windows, doors and related Limited Common Elements. Assessments are imposed by the Association against each Condominium unit for common expenses of the Condominium whether relating to the Common Elements or operation of the Condominium generally. With certain exceptions outlined in Section 6 of the Declaration, and subject to the Declarant's alternative assessment program described below, assessments are imposed equally against each Unit.

The Condominium buildings are new and have not previously been occupied for any purpose prior to their addition to the Condominium other than as temporary models or sales offices. They are of wood construction with brick and vinyl siding facades. There are no recreational facilities, common rooms or similar amenities operated by the Association.

Membership in the Association consists of all owners of Condominium units. One vote in the Association is allocated to each Condominium unit, and cannot be transferred separately or divided among the owners of the Condominium unit.

Initially, the Association will be subject to a period of control by the Declarant, during which the Declarant, or persons designated by it, may appoint and remove the directors of the Association. The period of Declarant control extends from the date of filing of the Association's Articles of Incorporation, until sixty (60) days after conveyance of seventy-five percent (75%) of the authorized Condominium units to owners other than the Declarant or its affiliates, unless the Declarant surrenders control earlier. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Condominium units authorized to be in the Condominium to owners other than the Declarant or its affiliates, a meeting of members of the Association is to be held at which not less than one-third (1/3) of the members of the Association's board of directors shall be elected by the members other than the Declarant. After termination of the Declarant control period, the members elect the board of directors.

(described in the Declaration) to the Declaration. The remaining condominium units may be developed and added to the Condominium in phases, at the discretion of the Declarant.

(4) General description of the Condominium:

The Stillwater Crossings Condominium Association (the "Association") has been created as a Minnesota nonprofit corporation to administer the Condominium's affairs pursuant to the Declaration and the articles of incorporation, bylaws, and rules and regulations adopted by the Association. All owners of units within the Condominium will be members of the Association, and will elect a board of directors to administer the affairs of the Association upon expiration of the period of Declarant control described below.

Common Elements of the Condominium will be owned equally by the owners of the Condominium units and consist of open space, landscaped monuments, mailboxes and private driveways between buildings. The Association is to maintain all common elements other than the replacement of windows, doors and related Limited Common Elements. Assessments are imposed by the Association against each Condominium unit for common expenses of the Condominium whether relating to the Common Elements or operation of the Condominium generally. With certain exceptions outlined in Section 6 of the Declaration, and subject to the Declarant's alternative assessment program described below, assessments are imposed equally against each Unit.

The Condominium buildings are new and have not previously been occupied for any purpose prior to their addition to the Condominium other than as temporary models or sales offices. They are of wood construction with brick and vinyl siding facades. There are no recreational facilities, common rooms or similar amenities operated by the Association.

Membership in the Association consists of all owners of Condominium units. One vote in the Association is allocated to each Condominium unit, and cannot be transferred separately or divided among the owners of the Condominium unit.

Initially, the Association will be subject to a period of control by the Declarant, during which the Declarant, or persons designated by it, may appoint and remove the directors of the Association. The period of Declarant control extends from the date of filing of the Association's Articles of Incorporation, until sixty (60) days after conveyance of seventy-five percent (75%) of the authorized Condominium units to owners other than the Declarant or its affiliates, unless the Declarant surrenders control earlier. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Condominium units authorized to be in the Condominium to owners other than the Declarant or its affiliates, a meeting of members of the Association is to be held at which not less than one-third (1/3) of the members of the Association's board of directors shall be elected by the members other than the Declarant. After termination of the Declarant control period, the members elect the board of directors.

(5) Schedule of commencement and completion:

It is contemplated that the Condominium will be built as shown on the Condominium Plat. All of the garages, surfaced driveways, and walkways which are shown on the Common Interest Community Plat as in existence or as "Must Be Built" will be completed substantially contemporaneously with the last completed unit, subject to weather or seasonal restrictions. It is anticipated that construction of the buildings and other improvements conspicuously labeled in Declarant's promotional materials as "MUST BE BUILT" will be completed by August 31, 2003, subject to market conditions, weather, availability of materials, the purchaser's construction agreement with the builder and other conditions beyond the control of the Declarant. Declarant intends to construct and market any units later added to the Condominium in response to demand. No units may be added to the Condominium nor to the Development as a whole beyond the total number contemplated in paragraph 3 above (including those contemplated for the additional real estate).

The Condominium is a flexible common interest community and, therefore, the Act requires the following notice be given:

The Declarant has reserved in the Declaration certain rights to add additional real estate. These rights allow a Declarant to add units or common elements to a common interest community, and to make other changes to the community over a specified period of time. These changes may have a substantial effect upon the units or rights of unit owners, by changing relative voting power and share of common expenses, by increasing the number of persons using the common elements, by altering the size and appearance of the common interest community and by making other changes which may affect the value or utility of the units. A purchaser of units in this common interest community should consider the possible effects of the Declarant's rights reserved for this project.

The provisions governing the Declarant's rights to add additional real estate are contained in Section 15 of the Declaration.

(6) Unbudgeted Expenses. There are no supplies and services not reflected in the budget or projected budget referred to above which the Declarant provides, or expenses which it pays, and which it expects may become at any subsequent time a common expense, except as follows:

- (a) The Board appointed by the Declarant may elect, as authorized by the Act, to delay levying a common expense assessment, in which case Declarant will pay all expenses of the Condominium until an assessment is formally levied. At the time of the levy of the first assessment, the unit owners are obligated to begin paying the assessments allocated to their units.
- (b) If a common expense assessment has been levied, any unsold unit owned by Declarant for initial sale shall be assessed at the rate of twenty-five percent (25%) of the assessment levied on other units of the same type until a certificate of occupancy has been issued with respect to Declarant's

unit by the municipality in which the unit is located. This reduced assessment shall apply to each unit owned by Declarant at the time that the unit is created, and shall terminate with respect to each such unit upon the issuance of the certificate of occupancy for the unit. There are no assurances that this reduced assessment will have no effect on the level of services for items set forth in the Association's budget.

(7) Initial Assessment and Working Capital Contribution. There are no initial or special fees due from the purchaser to Declarant or the Association at the time of closing of the purchase, EXCEPT (i) the share of common expenses attributable to the unit in the month of closing, if an assessment has been levied; and (ii) a working capital contribution equal to two (2) months' Association assessments from the initial purchaser of all units, which amount is then held in a segregated working capital fund. The fund shall be used to fund an account to be used by the Association for the Association purposes, including but not limited to unforeseen expenditures or to purchase additional equipment or services. THIS AMOUNT IS NOT IN PREPAYMENT OF OR SUBSTITUTION FOR MONTHLY ASSESSMENTS BUT IS INTENDED AS A CONTRIBUTION TO THE ASSOCIATION'S INITIAL WORKING CAPITAL AND RESERVES.

(8) Liens and Encumbrances. The liens, defects or encumbrances on or affecting the title to the Condominium after the contemplated conveyance shall be as follows:

- (a) Existing roads and utilities;
- (b) Utility and drainage easements as shown on record plat;
- (c) The provisions of Minnesota Uniform Common Interest Ownership Act, Minnesota Statutes Section 515B.1-101 to 515B.4-118;
- (d) The provisions of the Declaration, Bylaws of the Association, and the Common Interest Community Plat, and all supplements thereto of record as of the date of the closing;
- (e) The lien of real estate taxes against the Unit or the common elements (including installments of special assessments and interest thereon payable therewith, if any) due and payable in the year of closing and thereafter and special assessments hereafter levied;
- (f) Applicable building and zoning laws and other regulations and ordinances;
- (g) The rights of purchaser therein, if any, and any liens, encumbrances or other interests created or suffered to be created due to act or omission of purchaser;

- (h) Any mortgage or other encumbrance created by a member or a purchaser and affecting the common elements;
- (i) Centerline Easement in favor of Northern States Power Company, dated October 3, 1956, recorded October 4, 1956, in Book 202, Pages 564-565 as Document No. 187537;
- (j) Highway Easement in favor of Washington County, dated February 26, 1960, recorded August 11, 1960, in Book 231 of Deeds, Page 526, as Document No. 209183;
- (k) Easement for Road purposes in favor of the Town of Stillwater, dated July 25, 1960, recorded November 7, 1961, in Book 243 of Deeds, Page 91;
- (l) Easement for highway purposes in favor of the State of Minnesota, dated June 19, 1997, recorded July 11, 1997, as Document No. 937618.
- (m) Final Certificate dated January 8, 1965, recorded January 29, 1965, in Book 275 of Deeds, Page 497.

(9) Declarant Financing. Financing, if any, offered by Declarant at the date of this Statement is described in an attachment. If no such description is attached, no such financing is then offered.

(10) Lender Approvals. Application is being made to the Department of Housing and Urban Development (HUD) for FHA project approval of the Condominium, but no final project approval has yet been received. No other project approvals have been sought or received as of the date of delivery of this Disclosure Statement from the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), or Department of Veterans Affairs (VA).

(11) Warranties. In addition to the Ryland Home Warranty Program attached, Declarant acknowledges that it is bound by the warranties contained in Minnesota Statutes Section 327A and the terms of Minnesota Uniform Common Interest Ownership Act, Section 515B.4-112 through 515B.4-115, copies of which are reproduced and attached hereto. The warranties apply only to the unit and not to the Common Elements. Declarant hereby disclaims any other express or implied representation or warranty, and except for the warranties described above, all units are sold "as is".

Declarant will pass on to purchasers, to the extent assignable, any manufacturer's warranties with respect to appliances, machinery or equipment installed in the unit, but the Declarant does not assume any warranty obligations or other liabilities with respect to such items.

The Minnesota Uniform Common Interest Ownership Act provides that any legal action for a breach of the statutory warranties described above must be commenced within six (6) years after the cause of action accrues, unless a shorter period of time is agreed upon in writing between the seller and purchaser. The Purchase Agreement provides that the purchaser will agree to reduce the foregoing time period from six (6) years to two (2) years, and that a separate agreement to that effect, a form of which is attached, will be signed on the date of closing.

(12) Cancellation of Purchase Agreement. The statutory statement referred to in this subparagraph is reproduced on the face of this Disclosure Statement.

(13) No Litigation. The Declarant, after reasonable inquiry, has no actual knowledge of any judgments against the Association, pending suits to which the Association is a party, or pending suits material to the Condominium, or the development.

(14) Escrow of Earnest Money. Any earnest money paid in connection with the purchase of a unit will be held in a non-interest bearing real estate trust account at an institution whose deposits are insured by the FDIC or other governmental agency or instrumentality until (i) delivered to the Declarant at closing; (ii) delivered to the Declarant because of the purchaser's default under a reservation or purchase agreement to purchase the Condominium Unit; (iii) delivered to the purchaser if the purchaser cancels the Purchase Agreement pursuant to Section 515B.4-106 of the Act; or (iv) delivered for payment of construction costs pursuant to a written agreement between the Declarant and the purchaser. The name and address of the escrow agents are Ryland Homes, and Judy Du Mond, the acting broker, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439.

(15) Insurance. The insurance coverage in the form of a blanket policy to be provided by the Association for the benefit of Condominium unit owners will be delivered at closing. The Association carries property insurance only on the insurable improvements (if any) which each is obligated to maintain. This insurance does not cover the personal property, decorating items, or furnishings of unit owners, nor does it provide liability coverage for unit owners. In addition, the insurance maintained by the Association covers ceiling or wall finishing materials, floor coverings, cabinetry, finished millwork electrical or plumbing fixtures serving a single unit, and built-in appliances, regardless of when installed, but not other betterments or improvements. The insurance will be in the amount of the full insurable replacement value of such insurable improvements, subject to reasonable deductible limits periodically determined by the Association acting through its board of directors.

The Association carries public liability insurance in the minimum face amount of \$1,000,000, covering death, bodily injury and property damage arising out of the performance of its duties. The policies have deductible amounts as periodically determined by the Association acting through its board of directors. *The policies do not cover owners' personal liability for accidents or damages occurring within an owner's unit.*

The Association carries other insurance as required by its governing documents or by law. The amounts of insurance coverage and the deductible amounts are periodically determined by the Association acting through its board of directors. It is recommended that prospective purchasers review Section 10 of the Declaration for a more complete explanation of the insurance coverage. In addition, copies of the insurance policies and endorsements will be made available at closing for review upon request. Purchasers should also note that owners' title insurance policies are not provided by the Association. *It is the responsibility of each purchaser to purchase and maintain, at his or her own expense, any personal liability insurance, or insurance on his or her personal property and furnishings.*

(16) Special Fees. There are no current or expected fees or charges to be paid by unit owners for the use of the common elements and other facilities currently existing related to the Condominium other than assessments for common expenses.

(17) Financing of Required Improvements. No outside financing arrangements have been made for improvements, if any, labeled "MUST BE BUILT".

(18) [This item intentionally left blank.]

(19) Taxes and Assessments. There are no delinquent taxes on the unit or any real property owned by the Association. Taxes and special assessments on Unit No. ____ have not yet been separately assessed against the unit and, therefore, are not known.

(20) Master Associations. The Condominium is not subject to a "master" association.

(21) Completion of Unit. The unit will be substantially completed at the time of the closing. If the unit will not be substantially completed at the time of the closing, Declarant is responsible to complete and pay for the construction of the unit.

(22) Organizational Documents. Copies of the Declaration, and any other recorded covenants, conditions restrictions, and reservations affecting the Common Interest Community; the Articles of Incorporation, Bylaws, and any rules or regulations of the Association, any agreement excluding or modifying any implied warranties, any agreement reducing the statute of limitations for the enforcement of warranties and any contracts or leases to be signed by purchaser at closing are attached hereto. Declarant has entered into a management contract with Condominium and Association Resource Group, Inc. for professional management of the Condominium for a term of one (1) year, which automatically renews unless terminated in accordance with its terms or Section 515B.3-105 of the Act.

(23) Financial Statements. A current balance sheet and a projected annual budget for the Association for the current year (or for the first full or partial year during which a unit is conveyed to a unit owner other than Declarant) containing, among other things, (a) the amount budgeted as a reserve for maintenance, repair and replacement; (b) a statement of any other reserves, (c) the projected common expense for each category of expenditures for the Association; and (d) the projected monthly common expense assessment for each type of unit, are attached

hereto. The balance sheet and projected budget were prepared by Condominium & Association Resource Group, Inc.

Attachments are a part of this Disclosure Statement.

MPL1: 321839-3/7837.10

Section 327A.01. DEFINITIONS.

Subdivision 1. As used in sections 327A.01 to 327A.07, the terms in this section shall have the meanings assigned to them.

Subd. 2. "Building standards" means the structural, mechanical, electrical, and quality standards of the home building industry for the geographic area in which the dwelling is situated.

Subd. 3. "Dwelling" means a new building, not previously occupied, constructed for the purpose of habitation; but does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the dwelling, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 4. "Initial vendee" means a person who first contracts to purchase a dwelling from a vendor for the purpose of habitation and not for resale in the ordinary course of trade.

Subd. 5. "Major construction defect" means actual damage to the load-bearing portion of the dwelling or the home improvement, including damage due to subsidence, expansion or lateral movement of the soil, which affects the load-bearing function and which vitally affects or is imminently likely to vitally affect use of the dwelling or the home improvement for residential purposes. "Major construction defect" does not include damage due to movement of the soil caused by flood, earthquake or other natural disaster.

Subd. 6. "Vendee" means any purchaser of a dwelling and includes the initial vendee and any subsequent purchasers.

Subd. 7. "Vendor" means any person, firm or corporation which constructs dwellings for the purpose of sale, including the construction of dwellings on land owned by vendees.

Subd. 8. "Warranty date" means the date from and after which the statutory warranties provided in section 327A.02 shall be effective, and is the earliest of

The date of the initial vendee's first occupancy of the dwelling; or

The date on which the initial vendee takes legal or equitable title in the dwelling.

In the case of a home improvement, the warranty date is the date on which the home improvement work was completed.

Subd. 9. "Home improvement" means the repairing, remodeling, altering, converting or modernizing of, or adding to a residential building. For the purpose of this definition, residential

building does not include appurtenant recreational facilities, detached garages, driveways, walkways, patios, boundary walls, retaining walls not necessary for the structural stability of the building, landscaping, fences, nonpermanent construction materials, off-site improvements, and all other similar items.

Subd. 10. "Home improvement contractor" means a person who is engaged in the business of home improvement either full-time or part-time, and who holds himself or herself out to the public as having knowledge or skill peculiar to the business of home improvement.

Subd. 11. "Owner" means any person who owns a residential building on which home improvement work is performed, and includes any subsequent owner of the residential building.

Section 327A.02. STATUTORY WARRANTIES.

Subdivision 1. In every sale of a completed dwelling, and in every contract for the sale of a dwelling to be completed, the vendor shall warrant to the vendee that:

During the one year period from and after the warranty date the dwelling shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards;

During the two year period from and after the warranty date, the dwelling shall be free from defects caused by faulty installation of plumbing, electrical, heating, and cooling systems; and

During the ten year period from and after the warranty date, the dwelling shall be free from major construction defects.

Subd. 2. The statutory warranties provided in this section shall survive the passing of legal or equitable title in the dwelling to the vendee.

Subd. 3. (a) In a sale or in a contract for the sale of home improvement work involving major structural changes or additions to a residential building, the home improvement contractor shall warrant to the owner that:

☐ During the one year period from and after the warranty date the home improvement shall be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; and

☐ During the ten year period from and after the warranty date the home improvement shall be free from major construction defects.

In a sale or in a contract for the sale of home improvement work involving the installation of plumbing, electrical, heating or cooling systems, the home improvement contractor shall warrant to the owner that, during the two year period from and after the warranty date, the home improvement shall be free from defects caused by the faulty installation of the system or systems.

In a sale or in a contract for the sale of any home improvement work not covered by paragraphs (a) or (b) of this subdivision, the home improvement contractor shall warrant to the owner that, during the one year period from and after the warranty date, the home improvement shall be free from defects caused by faulty workmanship or defective materials due to noncompliance with building standards.

Section 327A.03. EXCLUSIONS.

The liability of the vendor or the home improvement contractor under sections 327A.01 to 327A.07 is limited to the specific items set forth in sections 327A.01 to 327A.07 and does not extend to the following:

Loss or damage not reported by the vendee or the owner to the vendor or the home improvement contractor in writing within six months after the vendee or the owner discovers or should have discovered the loss or damage;

Loss or damage caused by defects in design, installation, or materials which the vendee or the owner supplied, installed, or had installed under his direction;

Secondary loss or damage such as personal injury or property damage;

Loss or damage from normal wear and tear;

Loss or damage from normal shrinkage caused by drying of the dwelling or the home improvement within tolerances of building standards;

Loss or damage from dampness and condensation due to insufficient ventilation after occupancy;

Loss or damage from negligence, improper maintenance or alteration of the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;

Loss or damage from changes in grading of the ground around the dwelling or the home improvement by parties other than the vendor or the home improvement contractor;

Landscaping or insect loss or damage;

Loss or damage from failure to maintain the dwelling or the home improvement in good repair;

Loss or damage which the vendee or the owner, whenever feasible, has not taken timely action to minimize;

Loss or damage which occurs after the dwelling or the home improvement is no longer used primarily as a residence;

Accidental loss or damage usually described as acts of God, including, but

not limited to: fire, explosion, smoke, water escape, windstorm, hail or lightning, falling trees, aircraft and vehicles, flood, and earthquake, except when the loss or damage is caused by failure to comply with building standards;

Loss or damage from soil movement which is compensated by legislation or covered by insurance;

Loss or damage due to soil conditions where construction is done upon lands owned by the vendee or the owner and obtained by him from a source independent of the vendor or the home improvement contractor;

In the case of home improvement work, loss or damage due to defects in the existing structure and systems not caused by the home improvement.

Section 327A.04 WAIVER AND MODIFICATION LIMITED.

Subdivision 1. Except as provided in subdivisions 2 and 3 of this section, the provisions of sections 327A.01 to 327A.07 cannot be waived or modified by contract or otherwise. Any agreement which purports to waive or modify the provisions of sections 327A.01 to 327A.07, except as provided in subdivisions 2 and 3 of this section, shall be void.

Subd. 2. At any time after a contract for the sale of a dwelling is entered into by and between a vendor and a vendee or a contract for home improvement work is entered into by and between a home improvement contractor and an owner, any of the statutory warranties provided for in section 327A.02 may be excluded or modified only by a written instrument, printed in bold face type of a minimum size of ten points, which is signed by the vendee or the owner and which sets forth in detail the warranty involved, the consent of the vendee or the owner, and the terms of the new agreement contained in the writing. No exclusion or modification shall be effective unless the vendor or the home improvement contractor provides substitute express warranties offering substantially the same protections to the vendee or the owner as the statutory warranties set forth in section 327A.02. Any modification or exclusion agreed to by vendee and vendor or the owner and home improvement contractor pursuant to this subdivision shall not require the approval of the commissioner of administration pursuant to section 327A.07.

Subd. 3. If a major construction defect is discovered prior to the sale of a dwelling, the statutory warranty set forth in section 327A.02, subdivision 1, clause (c) may be waived for the defect identified in the waiver instrument, after full oral disclosure of the specific defect, by an instrument which sets forth in detail: the specific defect; the difference between the value of the dwelling without the defect and the value of the dwelling with the defect, as determined and attested to by an independent appraiser, contractor, insurance adjuster, engineer or any other similarly knowledgeable person selected by the vendee; the price reduction; the date the construction was completed; the legal description of the dwelling; the consent of the vendee to the waiver; and the signatures of the vendee, the vendor, and two witnesses.

A single waiver agreed to pursuant to this subdivision may not apply to more than one major construction defect in a dwelling.

The waiver shall not be effective unless filed for recording with the county recorder or registrar of titles who shall file the waiver for record.

Section 327A.05. REMEDIES.

Subdivision 1. New home warranties. Upon breach of any warranty imposed by section 327A.02, subdivision 1, the vendee shall have a cause of action against the vendor for damages arising out of the breach, or for specific performance. Damages shall be limited to:

The amount necessary to remedy the defect or breach; or

The difference between the value of the dwelling without the defect and the value of the dwelling with the defect.

Subd. 2. Home improvement warranty. Upon breach of any warranty imposed by section 327A.02, subdivision 3, the owner shall have a cause of action against the home improvement contractor for damages arising out of the breach, or for specific performance. Damages shall be limited to the amount necessary to remedy the defect or breach.

Section 327A.06. OTHER WARRANTIES.

The statutory warranties provided for in section 327A.02 shall be in addition to all other warranties imposed by law or agreement. The remedies provided in section 327A.05 shall not be construed as limiting the remedies in any action not predicated upon breach of the statutory warranties imposed by section 327A.02.

Section 327A.07. VARIATIONS.

The commissioner of administration may approve pursuant to sections 14.05 to 14.36, variations from the provisions of sections 327A.02 and 327A.03 if the warranty program of the vendor or the home improvement contractor requesting the variation offers at least substantially the same protections to the vendee or owner as provided by the statutory warranties set forth in section 327A.02.

Section 327A.08. LIMITATIONS.

Notwithstanding any other provision of sections 327A.01 to 327A.07:

The terms of the home improvement warranties required by sections 327A.01 to 327A.07 commence upon completion of the home improvement and the term shall not be required to be renewed or extended if the home improvement contractor performs additional improvements required by warranty;

The home improvement warranties required by sections 327A.01 to 327A.07 shall not include products or materials installed that are already covered by implied or written warranty; and

The home improvement warranties required by sections 327A.01 to 327A.07 are intended to be implied warranties imposing an affirmative obligation upon home improvement contractors, and sections 327A.01 to 327A.07 do not require that written warranty instruments be created and conveyed to the owner.

Section 515B.4-112. EXPRESS WARRANTIES.

(i) Express warranties made by declarant or an affiliate of a declarant to a purchaser of a unit if reasonably relied upon by the purchaser, are created as follows:

() Any affirmation of fact or promise which relates to the unit, its use, or rights appurtenant thereto, area improvements to the Condominium that would directly benefit the unit, or the right to use or have the benefit of facilities not located in the Condominium, creates an express warranty that the unit and related rights and uses will conform to the affirmation or promise;

() Any model or description of the physical characteristics of the Condominium, including plans and specifications of or for improvements, creates an express warranty that the Condominium will conform to the model or description. A notice prominently displayed on a model or description shall prevent a purchaser from reasonably relying upon the model or description to the extent of the disclaimer set forth on the notice;

() Any description of the quantity or extent of the real estate comprising the Condominium, including plats or surveys, creates an express warranty that the Condominium will conform to the description, subject to customary tolerance; and

() A provision that a buyer may put a unit only to specified use is an express warranty that the specified use is lawful.

(ii) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty. A statement purporting to be merely an opinion or commendation of the real estate or its value does not create a warranty.

(iii) Any conveyance of a unit transfers to the purchaser all express warranties made by declarant or an affiliate of a declarant.

Section 515B.4-113. IMPLIED WARRANTIES.

(a) A declarant warrants to a purchaser that a unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A declarant warrants to a purchaser that a unit and the common elements in the Condominium are structurally suitable for the ordinary uses of real estate of its type and that any improvements or repairs made or contracted for by him or made by any person in contemplation of the creation of the Condominium, will be:

(1) free from defective materials; and

(2) constructed in accordance with applicable law, according to sound engineering and construction standards, and in a workmanlike manner.

(c) A declarant warrants to a purchaser of a unit which may be used for residential use that the residential use does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in Section 515B.4-113.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a declarant (Section 515B.1-103(2)) are made or contracted for by the declarant.

(f) Any conveyance of a unit transfers to the purchaser all of any declarant's implied warranties.

Section 515B.4-114.

EXCLUSION OR MODIFICATION OF IMPLIED WARRANTIES.

With respect to a unit available for residential use, no general disclaimer of implied warranties is effective, but a declarant may disclaim liability in an instrument separate from the purchase agreement signed by the purchaser for a specified defect or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

With respect to a unit restricted to nonresidential use, implied warranties:

may be excluded or modified by agreement of the parties; and

are excluded by expression of disclaimer, such as "as is," "with all faults," or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.

Section 515B.4-115. STATUTE OF LIMITATIONS FOR WARRANTIES.

A judicial proceeding for breach of an obligation arising under section 515B.4-106(d), shall be commenced within six months after the conveyance of the unit.

A judicial proceeding for breach of an obligation arising under section 515B.4-112 or 515B.4-113 shall be commenced within six years after the cause of action accrues, but the parties may agree to reduce the period of limitation to not less than two years. With respect to a unit that may be occupied for residential use, an agreement to reduce the period of limitation must be evidenced by an instrument separate from the purchase agreement signed by the purchaser.

Subject to subsection (d), a cause of action under section 515B.4-112 or 515B.4-113, regardless of the purchaser's lack of knowledge of the breach, accrues:

as to a unit, at the earlier of the time of conveyance of the unit by the declarant to a bona fide purchaser of the unit other than an affiliate of a declarant, or the time the purchaser enters into possession of the unit; and

as to each common element, the latest of (i) the time the common element is completed, (ii) the time the first unit in the condominium is conveyed to a bona fide purchaser, or if the common element is located on property that is additional real estate at the time the first unit therein is conveyed to a bona fide purchaser, or (iii) the termination of the period of declarant control.

If a warranty explicitly extends to future performance or duration of any improvement or component of the common interest community, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

MPL1: 321839-3/7837.10

INFORMATION ABOUT STILLWATER CROSSINGS

The following information is provided by Legends West Limited Partnership to purchasers of condominium sites in Stillwater Crossings.

1. The Planned Unit Development. Stillwater Crossings is a residential Planned Unit Development ("PUD") in the City of Stillwater, Washington County, Minnesota. The legal name of the PUD is "Stillwater Crossings PUD" and the legal names of the subdivision plats in the PUD are Stillwater Crossings. The marketing name and neighborhood identification will be Stillwater Crossings.

2. The Developer. Legends West Limited Partnership acquired the property, completed all of the rezoning, and will enter into a Developers Agreement with the City of Stillwater. The Planned Unit Development consists of 142 condominiums. Legends West Limited Partnership will develop the neighborhood for Ryland Homes. Currently, Legends West Limited Partnership is under contract to sell Ryland Homes all 142 condominium lots.

Developer will complete the grading, install sanitary sewer, storm sewer, water trunks and mains, curbs, streets, sidewalks, trails, entrance monuments, landscaping, and street lighting. Private utilities will be installed by various installers such as Northern States Power Gas and Electric, U.S. West, and Media One. Mailboxes will be installed by Ryland Homes.

The General Partner of Legends West Limited Partnership is The Pentom Land Company, an experienced developer of single family and townhome subdivisions in the Minneapolis/St. Paul metropolitan area. The Pentom Land Company offices are at 7597 Anagram Drive, Eden Prairie, Minnesota 55344, telephone number (612)937-0716, fax number (612)937-8635.

3. The Builder. Legends West Limited Partnership will be marketing lots to Ryland Homes. Legends West Limited Partnership and The Pentom Land Company are not related in any way financially to Ryland Homes.

4. Improvements to Stillwater Crossings PUD. Attached hereto as Exhibit A is a copy of the plan for Stillwater Crossings PUD. Legends West Limited Partnership intends to develop the PUD substantially as shown on the attached plan, but the final alignment of streets, size and shape of lots, and the number and location of lots may change during the development process. There may also be a change in the total number of lots.

a. Streets. The collector streets will be built according to the standards set out by the City of Stillwater in the

approximate locations shown on the attached plan. The final street alignments will be determined in each of the final subdivision plats. The collector streets, once accepted, will be maintained by the City of Stillwater. The streets that serve the individual townhome driveways will be owned and maintained by the Condominium Association.

b. Units. The plan attached as Exhibit A shows 142 condominiums. The precise number of units and the precise boundary of the unit will be determined in each of the final subdivision plats as approved by the City of Stillwater. The Final Plat of Phase I of the platting is attached hereto as Exhibit A and includes 24 units in 4 lots.

c. Trailways. The development plan includes a trail system approved by the City of Stillwater. A trail is proposed along 62nd Street North. 62nd Street North may also be realigned and widened. The trails along 62nd Street North will eventually be eight foot wide bituminous and will be owned and maintained by the City of Stillwater and will be open to the public. The trail along Manning Avenue will be graded and gravel base will be added until such time as Manning Avenue, i.e., C.R. 15 is upgraded. Washington County may be responsible for completing this trail. The trails will be available for walking, biking, and other similar trail uses as specified in the City of Stillwater ordinances passed by the City. Presently, it is not the policy of the City of Stillwater or Washington County to remove snow and ice during the winter season from the trailways.

d. Sidewalks. Sidewalks throughout Stillwater Crossings are either on City right-of-way land or may be on easements over lots. In all cases, sidewalks are open to the public, but it will be the responsibility of the Condominium Association to shovel the sidewalks in front of and on the sides of the residences whether on a deeded easement or in the City right-of way.

e. Ponds and Wetlands. The PUD contains a number of ponds and wetlands. The purpose of the ponds is to provide treatment and storage for storm water. The long term maintenance of these ponds will be the responsibility of the City of Stillwater and the Browns Creek Watershed District. Easements for ingress and egress to these ponds are so designated on the Plat. Each buyer should be aware of the easements that may be on the Condominium Association property. The unit owner will not be allowed to construct any major vegetation or fencing or anything that might obstruct a vehicle that might need to enter the ponds for maintenance purposes. Such vehicles might include backhoe, dump truck or similar vehicle. There also can be no assurances that these ponds will contain water as they will

fluctuate with the season, the amount of precipitation, and the ability of the soils in the ponds to maintain water. The easements may provide flowage for storm water from lots to the storm water ponds and thus the area for drainage in its natural flow to the lower existing ponds cannot be obstructed. The Condominium Association will be responsible for keeping the flowage area open for its intended purpose. Please note drainage and utility easements designated on the lot and take note of those easements that affect the property.

f. Protected Wetlands. There are wetlands on the Stillwater Crossings Plat. They are protected by the State of Minnesota Wetland Conservation Act of 1993 and other statutes and regulations, including municipal ordinances, which prohibit filling or obstructing drainage easements and wetlands. Such wetlands are so indicated on the approved plan.

g. Trees. New trees and shrubs will be installed in various places throughout the PUD according to the Landscape Plan. The developer has the right to alter such landscaping plans in such a fashion to provide landscaping in the most suitable location for the PUD. The landscape installer may guarantee the health of the trees and the plants for one year after installation. Lack of watering, damaging trees, relocating trees or placing fill over the roots will violate the warranty. The Condominium Association is responsible for the care and watering of the trees, shrubs, and other vegetation on Association property and the street right-of-way abutting the property. Entrance monuments and related landscaping will be maintained by the Condominium Association.

h. Entrance Monuments. Legends West Limited Partnership will build entrance monuments and corner monuments according to the approved plan. Such monuments will be on special Condominium Association easements. Homeowners are encouraged to review the Declaration of Covenants with respect to the implication of such monuments and insurance coverage.

5. Improvements Outside of Stillwater Crossings PUD.

During the annexation process, the City of Stillwater approved a new Guide Plan for the future development of Stillwater. All prospective buyers considering Stillwater Crossings should review the Guide Plan concerning the surrounding land uses, transportation, and trails and parks. Any questions should be directed to the Planning Department at the City of Stillwater, (651) 439-6121.

a. Parks. The PUD contains both private Outlots that will be owned by Stillwater Crossings Condominium Association and public parkland. The developer of Stillwater Crossings may

install the trail system throughout the neighborhood as the subdivision is platted in various phases and may make some improvements as approved by the City of Stillwater to the deeded parkland. In the future, the City intends to make additional improvements as funds become available.

b. Surrounding Land Uses. The land directly north of Stillwater Crossings is called the Gadiant property and it is designated for Residential use. It may contain Cottage or smaller lots similar to The Legends of Stillwater or it may also contain townhomes. The area north of the Gadiant property is a residential, commercial and school neighborhood called Liberty on the Lake. The plan contains single family homes, townhouses/condominiums, a small neighborhood commercial area, a new elementary school, parks, and trails. The land south of 62nd Street, north of Trunk Highway 36, and east of County Road 15 is guided for office and institutional uses that are yet to be approved by the City of Stillwater and Stillwater Township. The proposed zoning is commercial (office/industrial), i.e., C.R.D., Campus Research and Development and this land will probably be developed over time. The land to the east is called The Legends of Stillwater, which is a residential neighborhood. The land to the west is in Grant Township and although zoned for agricultural use, it has a public golf course, which could be subdivided in the future. Land further west and north is being utilized as an apple orchard, winery, and retail facility for wine, apples, and other fruits and vegetables. For more information, call Grant Township, 651-426-3383.

c. Manning Avenue North Upgrade. No dollars have been budgeted in Washington County's Capital Improvement Project to upgrade Manning Avenue at this time. An upgrade of Manning Avenue to four lanes is included in their Comprehensive Plan 2015. For more information call Washington County Transportation Department at (651)430-4300.

d. Signal Light at West 62nd Street and County Rd. 15. A signal light at this intersection is planned, but is not in Washington County's budget at this time. 62nd St. presently does not allow traffic circulation to go east of The Legends of Stillwater. The City has plans to connect 62nd St. easterly on a proposed new road to be called Curve Crest Boulevard. When this is complete, traffic and pedestrians will be able to travel east to County Road 5. The completion of this road is unknown at this time. For more information call the Washington County Transportation Department at (651)430-4300 or the City of Stillwater Public Works Department at (651)430-8830.

6. Stillwater Crossings Condominium Association. Ryland Homes has incorporated Stillwater Crossings Condominium Association, Inc., a Minnesota Non-profit Corporation, to serve as the Condominium Association. The Association will have the power and responsibilities set forth in the Articles of Incorporation, By-laws, and Declaration of Covenants that are recorded against the real estate and generally include the following:

- a. Maintaining entrance monuments, flowers, trees, shrubs, and related lawn on common property and easements.
- b. Maintaining common open spaces.
- c. Maintaining architectural control.
- d. Levying such assessments to cover Association expenses.
- e. Maintaining street lights and paying the electrical charge for the lights.
- f. Maintaining the exterior of the units.

The maximum general assessment in 2000 will be \$125.00 per unit. Future unit assessments will be established on an annual basis. Each unit buyer should carefully read the Declaration of Covenants prior to purchasing a unit.

7. New Home Construction at Stillwater Crossings. All new homes must conform to the architectural requirements in the Declaration of Covenants.

8. Schools. School aged children at Stillwater Crossings attend schools belonging to Independent School District #834. The school assignments for 1999-2000 only are as follows:

Grades K - 6
Rutherford Elementary School
115 Rutherford Road
Stillwater, MN 55082
(651)351-6400

Grades 7-9
Stillwater Junior High School
523 W. Marsh St.
Stillwater, MN 55082
(651)351-6905

Grades 10-12
Stillwater Senior High School
5701 Stillwater Boulevard North
Stillwater, MN 55082
(651)351-8040

These are the tentative school assignments for the 1999-2000 school year and they might change for this year and future years. School assignments frequently change. Homebuyers should call School District #834, Transportation Department, (651)351-8377, for up to date information about school assignments. To contact School District #834 call, (651)351-8340.

9. Fences. No fences will be permitted.

10. Fertilizer. Long Lake is a shallow basin lake that could be damaged by high nutrients as a result of fertilizer runoff from sprinkling and rainfall. Drainage ponds have been created throughout the neighborhood to reduce the runoff rate and to encourage sediment control. There is also a need to control the direct runoff from lots into the lake and the type of fertilizer used. Information is attached as it relates to the types of recommended fertilizer.

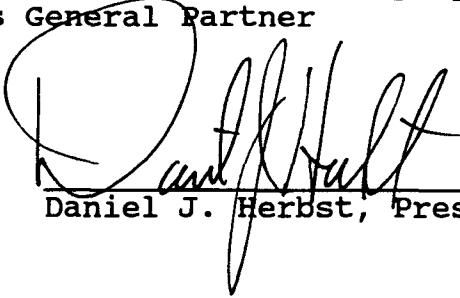
11. Tree Planting and Digging. Each lot and City right-of-way may contain underground utility lines to include gas, electric, and cable TV. It will be required that before any digging occurs on a lot or right-of-way, the utility lines must be marked in advance. Such lines are marked by an independent agency of the utility companies and the State of Minnesota called Gopher State One, (651)454-0002. Normally, there is a minimum of 48 hours advance notification to Gopher State One. In no case should digging commence until the utility lines have been so marked.

12. Changes. The above information was current as of November 30, 1999 and is subject to change without notice. Legends West Limited Partnership does not intend to issue updates as changes occur.

LEGENDS WEST LIMITED PARTNERSHIP

By: The Pentom Land Company
Its General Partner

By:


Daniel J. Herbst, President

Date:

12-30-99

THE UNDERSIGNED BUYER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS INFORMATION ABOUT STILLWATER CROSSINGS AND FURTHER INTENDS TO READ THE DECLARATION OF COVENANTS PRIOR TO ACQUIRING A CONDOMINIUM AT STILLWATER CROSSINGS.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

IF YOU HAVE ADDITIONAL INTEREST, CALL AND WE WILL SEND THE DECLARATION OF COVENANTS. ALL PROSPECTIVE BUYERS SHOULD READ THIS INFORMATION BEFORE PURCHASING A CONDOMINIUM AT STILLWATER CROSSINGS.

3107322



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2000/06/08 1:54:00 PM

3107322



Cindy Koemann
County Recorder

Cindy Koemann

Metro Legal

**COMMON INTEREST COMMUNITY NUMBER 140
A CONDOMINIUM**

STILLWATER CROSSINGS CONDOMINIUM

DECLARATION

This Declaration is made this 3rd day of June, 2000, by THE RYLAND GROUP, INC., a Maryland corporation (the "Declarant"), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), for the purposes of creating Stillwater Crossings Condominium, a condominium.

WHEREAS, Declarant is the owner of certain real property located in Washington County, Minnesota, legally described as follows:

Lot 2, Block 1, Stillwater Crossings

and Declarant desires to submit said real property and all improvements thereon (collectively the "Property") to the Act, and,

WHEREAS, the Property is improved with and includes one (1) building, containing six (6) residential Units, and

WHEREAS, Declarant also owns or has contracted to purchase certain other real property located in Washington County, Minnesota, legally described in Exhibit A attached hereto (the "Additional Real Estate") which neighbors the Property, and has the option to add all or a part of the Additional Real Estate to the Property; and,

WHEREAS, Declarant desires to establish the Property, and any Additional Real Estate added thereto, as a condominium pursuant to the Act for the purpose of creating a permanent

residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the structural quality, and the original architectural and aesthetic character of the Property, and

WHEREAS, the Property is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest ownership, but is subject to an association known as the Stillwater Crossings Condominium Association.

THEREFORE, Declarant makes this Declaration and submits the Property to the Act as a condominium under the name "Stillwater Crossings Condominium," consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all Additional Real Estate added thereto, shall be divided, held, owned, used, occupied, leased, transferred and conveyed subject to the covenants, restrictions, easements, charges, and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest herein, and their heirs, personal representatives, successors and assigns.

SECTION 1.

DEFINITIONS

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

1.1. "Act" shall mean the Minnesota Common Interest Ownership Act codified at Minnesota Statutes Chapter 515B.

1.2. "Additional Real Estate" shall mean the real property legally described in Exhibit A, including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Declarant has the right to add to the CIC.

1.3. "Association" shall mean the Stillwater Crossings Condominium Association, a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Minnesota Statutes Section 515B.3-101, whose members consist of all Owners as defined herein.

1.4. "Board" shall mean the board of directors of the Association as provided for in the Bylaws.

1.5. "Bylaws" shall mean the Bylaws governing the operation of the Association, as amended from time to time.

1.6. "Common Elements" shall mean all parts of the Property except the Units, including, without limitation, the Common Elements and Limited Common Elements depicted on the Plat.

1.7. "Common Expenses" shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation, allocations to reserves and those items specifically identified as Common Expenses in this Declaration, or the Bylaws.

1.8. "CIC" or "Condominium" shall mean this common interest community comprised of all of the real property submitted to this Declaration, including the Units and all other structures and improvements located thereon now or in the future.

1.9. "Eligible Mortgagee" shall mean any Person owning a mortgage on any Unit which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Unit, or any insurer or guarantor of such mortgage, which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

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

1.11. "Limited Common Elements" shall mean a portion of the Common Elements allocated by the Declaration or by operation of Section 515B.2-102(d) or (f) of the Act for the exclusive use of one or more but fewer than all of the Units.

1.12. "Member" shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.

1.13. "Occupant" shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.

1.14. "Owner" shall mean a Person who owns a Unit, but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B.1-103(29) of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.

1.15. "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

1.16. "Plat" shall mean the recorded plan depicting the CIC pursuant to the requirements of Section 515B.2-110(c) of the Act, including any amended or supplemental Plat recorded from time to time in accordance with the Act.

1.17. "Rules and Regulations" shall mean the rules and regulations of the Association, as approved from time to time pursuant to Section 5.6.

1.18. "Unit" shall mean any of the Units depicted in the Plat, together with such additional Units as may hereafter be formed within the CIC pursuant to any provision of this Declaration and the Act.

Any terms used in the Governing Documents, and defined in the Act, and not in this Section, shall have the meaning set forth in the Act.

SECTION 2.

DESCRIPTION OF UNITS AND APPURTENANCES

2.1. Units. There are six (6) Units. Each Unit includes a garage. All Units are restricted exclusively to residential use. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference, and a schedule of Units is set forth on Exhibit B.

2.2. Unit Boundaries. Each Unit shall consist of the area or space contained within the perimeter walls of such Unit. Unit boundaries shall be the walls, floors and ceilings of Units (all interior, unfinished surfaces of the perimeter walls, floors, and ceilings of Units); all paneling, tiles, wallpaper, paint, floor covering and any other finishing materials applied to the interior surfaces of the perimeter walls, floors or ceilings, as well as all garage doors and perimeter doors are part of the Units. All other portions of the walls, floors, ceilings, windows and their frames, are part of the Common Elements. Subject to this Section 2 and Section 3.2, all spaces, walls, and other improvements within the boundaries of a Unit are a part of the Unit.

2.3. Access and Use Easements. Each Unit shall be the beneficiary of appurtenant easements for access on or across, and for use and enjoyment of, the Common Elements, and of any Limited Common Elements allocated to the Unit, subject to any restrictions set forth in this Declaration.

2.4. Utility, Maintenance and Encroachment Easements. Each Unit shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Units and the Common Elements, and for maintenance, repair and replacement, and for encroachments, as described in Section 12.

2.5. Declarant's Easements. Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 14.5.

2.6. Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.7. Easements are Appurtenant. All easements and similar rights burdening or benefiting a Unit or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the easement. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

2.8. Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property; subject to the Declaration and the right of the Association to impose reasonable rules and regulations governing the use of the Property.

SECTION 3.

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.1. Common Elements. The Common Elements and their characteristics are as follows:

- a. All of the Property not included within the Units constitutes Common Elements. The Common Elements include those parts of the Property described in the Act and those parts of the Property depicted on the Plat as Common Elements or Limited Common Elements. Ownership of each Unit shall include the respective undivided interest in the Common Elements specified and established in Exhibit B attached hereto. The above respective undivided interests established and to be conveyed with each respective Unit, as indicated above, cannot be changed except as such interests may be reallocated pursuant to (i) the terms of Section 15, relating to the addition of Additional Real Estate to the Condominium; (ii) Section 515B.1-107 of the Act, relating to the acquisition of a Unit by eminent domain; and (iii) Section 515B.3-113(h) of the Act, relating to a decision by the Owners not to rebuild a Unit which has been damaged or destroyed.
- b. The Common Elements shall be subject to appurtenant easements for services, public and private utilities, access, use and enjoyment in favor of each Unit and its Owners and Occupants, and for maintenance, repair and landscaping in favor of the Association; subject to (i) the rights of Owners and Occupants in Limited Common Elements appurtenant to their Units and (ii) Rules and Regulations governing the use of the Property.
- c. Subject to Sections 5, 6, 9 and 19, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.

- d. Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed by the Association and collected from the Owners in accordance with Section 6.

3.2. Limited Common Elements. The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated, and the rights to the use and enjoyment thereof are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units as follows:

- a. Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b. Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, to the extent located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- c. Those items or areas designated as Limited Common Elements on the Plat or by the Act.
- d. Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Unit or Units, and located wholly or partially outside the Unit or Unit's boundaries, are allocated to the Unit or Units served by such equipment or fencing.

SECTION 4.

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

4.1. Membership. Each Owner shall be a member of the Association by virtue of Unit ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be

Members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2. Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Units and any Units added to the Additional Real Estate or any part thereof, except that special allocations of Common Expenses shall be permitted as provided in Section 6.1. Each Unit shall have one vote.

4.3. Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interests, and the title to the Units, shall not be separated or conveyed separately. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4. Authority to Vote. The Owner, or the Owner's proxy, may cast the vote allocated to such Unit at meetings of the Association; provided, that if there are multiple Owners of a Unit, only the Owner designated pursuant to the provisions of the Bylaws, or such proxy, may cast such vote. Voting rights of Owners are more fully described in Section 3 of the Bylaws.

SECTION 5.

ADMINISTRATION

The administration and operation of the Association and the CIC, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1. General. The operation and administration of the Association and the Property shall be governed by the Governing Documents, subject to the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property (including, without limitation, procuring liability insurance on, paying real estate taxes for, and maintaining the Common Elements). The Association shall have all powers described in the Governing Documents, the Act and the statute under which it is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2. Operational Purposes. The Association shall operate and manage the CIC for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations (ii) maintaining, repairing and replacing those portions of the Property for which it is

responsible and (iii) preserving the value, architectural uniformity and character of the Property.

5.3. Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

5.4. Bylaws. The Association shall have Bylaws. The Bylaws and any amendments thereto shall govern the operation and administration of the Association.

5.5. Management. The Board may delegate to a managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act; provided, however, that such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law. Such manager or managing agent shall have the appropriate real estate license(s) to properly manage the CIC.

5.6. Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the CIC; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7. Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 6.

ASSESSMENTS FOR COMMON EXPENSES

- 6.1. General. Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion, subject to the limitations set forth in this Section 6 and the requirements of the Bylaws. Assessments for Common Expenses shall include annual assessments and may include special assessments. Annual and special assessments shall be allocated among the Units equally according to the Common

Expense allocations set forth in Section 4.2. Limited allocation assessments under Section 6.4 shall be allocated to Units as set forth in that Section.

6.2. Annual Assessments. Annual assessments shall be established and levied by the Board, based upon a budget approved at least annually by the Association, and subject only to the limitations hereinafter set forth. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year, and reasonable reserves, which are to be shared equally by all Units in accordance with the allocation set forth in Section 4.2. Annual assessments shall provide, among other things, for contributions to a separate reserve fund reasonable to cover the periodic cost of maintenance, repair and replacement of the Common Elements and those parts of the Units for which the Association is responsible.

- a. Until a Common Expense assessment is levied, Declarant shall pay all accrued expenses of the CIC.
- b. After a Common Expense assessment is levied, all Unit Owners, including the Declarant, shall pay the assessments allocated to their Units, except as otherwise permitted herein. The annual assessment may be subsequently increased by the Board, subject to Section 6.2.c.
- c. Until the termination of the period of Declarant control described in Section 14.7, and subject to variations authorized by Section 6.4 the increase in the annual assessment for any year shall not exceed the greater of (i) the increase in the U.S. Department of Labor Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items for the prior year; or (ii) five percent (5%) of the total annual assessment for the Association's previous fiscal year, unless such increase is approved by at least sixty-seven percent (67%) of the Owners, other than the Declarant, voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than twenty-one (21) days nor more than thirty (30) days in advance of the meeting.

6.3. Special Assessments. In addition to annual assessments, and subject to the limitations set forth hereafter, the Board may levy in any assessment year a special assessment against all Units equally in accordance with the allocation set forth in Section 4.2, for the purpose of defraying in whole or in part (i) the cost of any unforeseen or unbudgeted Common Expense of the Association, (ii) general or specific reserves for maintenance, repair or replacement, and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, until the termination of the period of Declarant control described in Section 14.7, any special assessment shall be subject to approval by a vote of at least sixty-seven percent (67%) of the Owners voting, in person or by proxy, at a meeting called for that purpose, or voting by mail. Written notice of the meeting shall be

sent to all Owners not less than twenty-one (21) days nor more than thirty (30) days in advance of the meeting.

6.4. Limited Allocation Assessments. In addition to annual assessments and special assessments, the Board may, at its discretion, levy and allocate limited allocation assessments among only certain Units in accordance with the following requirements and procedures:

- a. Any assessment associated with the maintenance, repair, or replacement of a Limited Common Element may be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned.
- b. Any assessment or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Units benefited.
- c. The costs of insurance may be assessed either equally or in proportion to the actual cost per Unit, and the costs of utilities may be assessed either equally or in proportion to usage.
- d. Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of assessments and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against a Unit, together with interest on any unpaid amounts due the Association.
- e. Late charges, fines and interest may be assessed as provided in Section 13.
- f. Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- g. If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.
- h. If any installment of an assessment becomes more than sixty (60) days past due, then the Association may, upon ten (10) days written notice to the Owner, declare the entire unpaid annual amount of the assessment immediately due and payable in full.
- i. If Common Expense liabilities are reallocated for any purpose authorized by the Act, Common Expense assessments and any installment thereof not

yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments under Subsections 6.1.a-g shall not be considered special assessments as described in Section 6.3.

6.5. Working Capital Fund. To provide the Association with initial working capital, the Association shall establish a segregated Working Capital Fund to be used by the Association for Association purposes, including, but not limited to, unforeseen expenditures or to purchase additional equipment or services. There shall be contributed on a one-time basis for each Unit sold by Declarant an amount equal to one-sixth (1/6) of the annual estimated Common Expense assessment for the Unit being conveyed. The contribution to the working capital fund shall be paid by the purchaser of a Unit at the time Declarant closes on the sale of the Unit. The amounts paid into this fund are in addition to the regular installments of assessments and are not in prepayment of or substitution for annual or special assessments but are intended as a contribution to the association's initial working capital. Declarant may not use the funds to defray any of its expenses, reserve contributions, or construction costs.

6.6. Liability of Owners for Assessments. The assessments provided for herein shall commence for any Unit within the Property, at the later of (i) the time at which the Owner acquired title to the Unit, or (ii) the due date of the first assessment levied by the Board, subject to the alternative assessment program described in Section 6.7. The Owner at the time an assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of his or her share of Common Expenses by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 13, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

6.7. Declarant's Alternative Assessment Program. The following alternative assessment program is established pursuant to Section 515B.3-115(b) of the Act. Notwithstanding anything to the contrary in this Section 6, if a Common Expense assessment has been levied, any unsold Unit owned by Declarant shall be assessed at the rate of twenty-five percent (25%) of the assessments levied on other Units of the same type until a certificate of occupancy has been issued with respect to such Unit by the municipality in which the Unit is located. This reduced assessment shall apply to each Unit owned by Declarant at the time that the Unit is created, and shall terminate with respect to each such Unit upon the issuance of the certificate of occupancy for the Unit. Although this alternative assessment program will not affect the allocated share of

replacement reserves attributable to Units owned by Declarant, there are no assurances that there will be no effect on the level of services for items set forth in the Association's budget.

6.8. Assessment Lien. The Association has a lien on a Unit for any assessment levied against that Unit from the time the assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, without further recordation of any notice of or claim for the lien. Release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.9. Foreclosure of Lien; Remedies. If the Association has provided for payment of an assessment in installments, and any installment of an assessment against a Unit becomes more than sixty (60) days past due, then the Association may, upon ten (10) days prior written notice to the Owner, declare the entire amount of the assessment and late charges immediately due and payable in full. A lien for Common Expenses may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in 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 Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any assessment or charge against the Unit.

6.10. Lien Priority; Foreclosure. A lien under this Section is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding the foregoing, (1) if a first mortgage on a Unit is foreclosed, (2) the first mortgage was recorded on or after the date of recording of this Declaration, and (3) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-115(a), (h)(1) to (3), (i), and (l) of the Act which became due, without acceleration, during the six (6) months immediately preceding the first day following the end of the Owner's period of redemption.

6.11. Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid assessments and other

charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such assessments shall remain against the Unit until satisfied. Any seller or buyer shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the Unit, including all assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7.

RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the CIC, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the Rules and Regulations or the Association, the occupancy, use, operation, alienation and conveyance of a Unit shall be subject to the following restrictions:

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

7.2. Subdivision Prohibited. Except as permitted by the Act, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Units.

7.3. Residential Use. The Units shall be used exclusively for private, single family residential purposes; except that Declarant shall be entitled to maintain Model Units and other sales facilities within any Unit or Units owned by it. No unit may be used for transient, hotel, commercial, business, professional or other non-residential purposes, except as provided in Section 7.4. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than ninety (90) days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

7.4. Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements; except (i) an Owner or Occupant residing in a Unit may keep and maintain his or her business or professional records in such Unit and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Unit and do not involve any observable business activity such as

signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Unit by customers or employees and (ii) the Association may maintain offices on the Property for management and related purposes.

7.5. Leasing. Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Unit shall be leased for transient or hotel purposes, (ii) that no Unit may be subleased, (iii) that all leases shall be in writing, and (iv) that all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section.

7.6. Parking. Driveways and parking areas within the CIC shall be used only for parking of vehicles owned or leased by Owners, Occupants and their guests, and such other incidental uses as may be authorized in writing by the Association. No trailers, boats, buses, motor homes, campers, snowmobiles or other types of recreational vehicles shall be parked outside of a garage more than seventy-two (72) consecutive hours within a two (2) week period. No abandoned motor vehicle shall be permitted to remain upon the driveways of the CIC. The use of driveways and other parking areas within the CIC, and the types of vehicles and personal property permitted thereon, shall be subject to further regulation by the Association, including without limitation the right of the Association, to tow vehicles parked illegally or in violation of the Rules and Regulations, or to remove unauthorized personal property.

7.7. Pets. No pets shall be permitted to be kept on the Property by any Owner or occupant, except conventional domesticated animals of a type normally kept as pets in residential areas. No kennel, dog house or outside run shall be constructed or maintained on the Property. No pet shall be kept for any commercial purpose nor shall pets be bred for a commercial purpose upon the Property. Any dog, whenever outside of a Unit, must be kept under the direct control of the pet owner or another person able to control the pet. The person in charge of the pet must clean up after it. The Board may adopt more specific rules and penalties not inconsistent with the foregoing, and may make all or specified portions of the Common Elements off limits to pets.

7.8. Garbage. Garbage, rubbish, trash and recycling shall be kept inside, in sanitary containers, except on days established for removal of such trash or recycling.

7.9. Heating of Units. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Unit which might result in damage to an adjoining Unit, all Owners shall maintain the temperature in their Units, at all times, at least at fifty-five degrees Fahrenheit (55°F) (or such other reasonable temperature or standard as the Association may specify by written rule), subject, however, to the

inability to maintain such temperature due to causes beyond the Owner's reasonable control.

7.10. Quiet Enjoyment; Interference Prohibited. All Owners, Occupants and their guests shall have a right of quiet enjoyment in their respective Units, and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Property by other Owners and Occupants and their guests.

7.11. Compliance with Law. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, 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 Association or any Owner or Occupant.

7.12. Alterations. Except for those made by Declarant in consideration of its initial sale of a Unit, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "alterations") shall be made, or caused or allowed to be made, by any Owner or Occupant, or their guests, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or which is visible from the exterior of the Unit, without the prior written authorization of the Board, or a committee appointed by it, as provided in Section 8. The Board, or the appointed committee if so authorized by the Board, shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied. The following restrictions and requirements shall apply to alterations on the Property:

- a. No films or coatings shall be applied to the interior or exterior of windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the Unit.
- b. No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills without the prior written consent of the Board.
- c. No exterior wiring shall be installed nor shall there be penetrations of the walls, window frames or roofs of the exterior of the building except as authorized by the Board.
- d. No additional air conditioning or air cooling unit shall be installed or placed in any part of a Unit other than that which was originally installed, without the prior written consent of the Board. All ceiling fans and all other electrical fixtures installed in a Unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Board.

- e. No building, fencing or other structures shall be erected or maintained on the Common Elements except structures for common use (including leasing or assignment to Owners) authorized by the Board.
- f. Except with prior written approval of the Board, no exterior television, radio, satellite, or microwave antenna of any sort shall be erected or maintained upon the Common Elements. Notwithstanding the foregoing, the Board shall approve the erection and maintenance within an Owner's Limited Common Elements of (i) an antenna one (1) meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or (ii) any antenna for receiving television broadcast signals, subject to government regulations regarding masts and other related equipment. The antenna shall be installed so as to minimize its visibility from the exterior of the Unit, to avoid damage to any Unit, and to minimize liability of the Association or any Unit Owner; provided, that such requirements shall not impose unreasonable expense or delay, preclude reception of an acceptable quality signal, or violate any government laws or regulations. The Board may impose additional Rules and Regulations regarding antennas, consistent with law and this Declaration.
- g. Nothing shall be done, placed, installed, or erected in any Unit or in, upon or to the Common Elements which would impair the structural integrity of the building(s) or which would structurally change the building(s), except as is otherwise provided for herein.

7.13. Timeshares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

SECTION 8.

ARCHITECTURAL CONTROL

- 8.1. Restrictions on Alterations. The Association shall have the exclusive control of the Common Elements (including Limited Common Elements) and no change shall be made to the Common Elements or to the exterior of any Unit (hereinafter, "alterations"), including, without limitation, structural changes, or changes in appearance or color, except by the Declarant in consideration of its initial sale of a Unit, the Association or with the authorization of the Association. Notwithstanding the foregoing, Declarant's written consent shall also be required for alterations until Declarant no longer owns any unsold Unit and has no further rights to add Additional Real Estate to the Property.

8.2. Delegation. The Board shall exercise all review and approval functions under this Section 8.

8.3. Criteria for Approvals. The Board shall establish criteria for the approval of alterations, which shall include and require at a minimum, (a) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of proposed alterations; and (b) compliance with government laws, codes and regulations.

8.4. Review Procedures. The following procedures shall govern requests for alterations under this Section:

- a. Detailed information regarding any proposed alteration, in form and content acceptable to the Board, shall be submitted to the Board at least sixty (60) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.
- b. The Board shall give the Owner written notice of approval or disapproval. If the Board fails to approve or disapprove within sixty (60) days after receipt of said information and all other information requested by the Board, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the information which was submitted.
- c. If no request for approval is submitted, approval is denied.

8.5. Hold Harmless. The Owner who causes an alteration to be made, regardless of whether the alteration is approved by the Board, shall be solely responsible for the construction standards and specifications relating to the alteration, and the construction work. The Owner, and not the Association, is responsible for determining whether any alteration is in violation of any restrictions imposed by any Governmental authority having jurisdiction over the Property. The Owner shall hold the Association harmless, and indemnify it, and its officers and directors, from any expenses, claims, damages, losses, or other liabilities, including without limitation reasonable attorney's fees and costs of litigation arising out of (i) any alteration which violates any governmental laws, codes, ordinances or regulations (ii) the adequacy of the specifications for construction of the alterations, and (iii) the construction of the alterations.

8.6. Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the Association administrative fees, together with reasonable attorneys' fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Unit and to restore any part of the Unit to its prior condition if any alterations were made in violation of this

Declaration, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Unit.

SECTION 9.

MAINTENANCE

- 9.1. Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements, including Limited Common Elements and the exterior of the Units, the expense of which shall be allocated as described in the Act and Section 6, except that each Unit Owner shall be solely and directly responsible for the replacement of windows and doors of such Owner's Unit, or the related Limited Common Elements, and related expenses. The Association shall have easements as described in Section 12 to perform its obligations under this Section 9. The Owners and Occupants shall have a duty to notify the Association promptly of defects in or damage to the Common Elements or Limited Common Elements.
- 9.2. Maintenance by Owner. All maintenance, repair and replacement of and/or in the Units shall be the sole responsibility and expense of the respective Owners thereof. The Association may undertake any maintenance and emergency or other necessary repairs which the responsible Owner fails to perform or improperly performs, and assess the Unit and the Owner for the cost thereof.
- 9.3. Trash Contract. The Association shall contract with a single provider for the removal and disposal of garbage, trash and other solid waste, and for removal of recycling materials from all Lots in accordance with this Declaration. Each Owner shall purchase such services from the provider designated by the Association upon the terms, conditions and rates negotiated by the Association. Any charges imposed by the provider designated by the Association shall be paid by the Association and shall be included in the assessments levied pursuant to Section 6. In the event that any Owner or Occupant requests any services not included within the basic/general charges of the provider, the Association may assess the costs thereof against the Owner and the Owner's Unit in accordance with Section 6.
- 9.4. Damage Caused by Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter upon any Unit to do so), and the cost thereof may be assessed against the Unit of the Owner responsible for the damage.

SECTION 10.

INSURANCE

10.1. Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Federal Housing Administration ("FHA") or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.
- b. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of \$1,000,000 per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.
- c. Employee dishonesty insurance against dishonest acts on the part of the Board, officers, managers, employees or persons responsible for handling funds belonging to or administered by the Association. Such insurance shall name the Association as the named insured and shall be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or

management agent at any given time while the insurance is in force, or (ii) a sum equal to three (3) months aggregate assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if said policy would not otherwise cover volunteers.

- d. Workers' Compensation insurance as required by law.
- e. Directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.
- f. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

10.2. Premiums; Improvements; Deductibles. All insurance premiums shall be assessed and paid as a Common Expense. The insurance need not cover improvements and betterments to the Units installed by Owners, but if improvements and betterments are covered, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to a Unit, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly.

10.3. Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

10.4. Required Policy Provisions. All policies of property insurance carried by the Association shall provide that:

- a. Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.
- b. The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.
- c. No act or omission by any Owner or secured party, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.

d. If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary insurance.

10.5. Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty (30) days prior written notice to the Association, to the FHA, VA or FNMA (if applicable), all of the insureds and all Eligible Mortgagees.

10.6. Restoration of Lieu of Cash Settlement. All policies of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

10.7. No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners or their Eligible Mortgagees, except as necessary to cover any deductibles under the Association's coverage.

10.8. Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be avoided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

10.9. Owner's Personal Insurance. Each Owner may obtain additional personal insurance coverage at his or her own expense covering fire and other casualty to the Unit, personal property or personal liability. All insurance policies maintained by Owners shall provide that they are without contribution as against the insurance purchased by the Association, except as necessary to cover any deductibles under the Association's coverage.

SECTION 11.

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

11.1. Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage to or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the

plans and specifications of the Property as initially constructed and subsequently improved upon. Notice of substantial damage or destruction shall be given pursuant to Section 18.10.

11.2. Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided, that (i) notice shall be given pursuant to Section 18.10; (ii) the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements, and (iii) any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units, as their interests may appear. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

11.3. Termination and Liquidation. The termination of the Condominium, and the distribution of any proceeds therefrom, shall be governed by the Act. Any distribution of funds shall be based on the value of the Units as determined by their relative value for property insurance purposes, and shall be made to Owners and their mortgage holders as their interests may appear, as provided in the Act.

11.4. Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees entitled to notice pursuant to Section 18.10.

11.5. Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the CIC, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interest may appear, in accordance with the Act.

SECTION 12.

EASEMENTS

12.1. Easement for Encroachments. The existing physical boundaries of a Unit, or of a Unit reconstructed in substantial accordance with the description contained in this Declaration, are its legal boundaries, regardless of vertical or lateral movement of the building or minor variances due to shifting or settling, and an easement for the encroachment and for the maintenance thereof shall exist.

12.2. Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, its Limited Common Elements, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to a nonexclusive, appurtenant easement on, over and through the Units for the purposes of maintenance, repair, replacement and

reconstruction of the Units, and utilities serving the Units, and for landscaping to the extent necessary to fulfill the Association's obligations under the Governing Documents. In addition, the Common Elements shall be subject to a non-exclusive easement in favor of the Association for the operation, repair, maintenance and landscaping thereof.

12.3. Utility Easements. The Common Elements shall be subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive appurtenant easement in favor of the other Units for all such utilities and services, provided, that the utilities and services 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 Units.

12.4. Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction.

12.5. Recorded Easements. The Property shall be subject to such other easements as may have been recorded against it or otherwise shown on the Plat.

12.6. Emergency Access to Units. In case of emergency, all Units and Limited Common Elements are subject to an easement for access, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel.

12.7. Other Easements. The Association shall have the discretion to grant such other easements over and across the Common Elements as may be reasonably necessary or advisable for the ongoing development and operation of the Condominium.

12.8. Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 12 shall supplement and not limit any easements described elsewhere in this Declaration or recorded

SECTION 13.

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations and such amendments thereto as may be made from time to time, and the decisions of the Association pursuant thereto. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

13.1. Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. Owners may also enforce compliance with the Governing Documents, the Rules and Regulations, or the Act by a private legal action independent of this Section. No Owner may withhold any assessments payable to the Association, or take (or omit) other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

13.2. Sanctions and Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose reasonable late charges for any late payment of an assessment or installment thereof.
- c. In the event of default of more than sixty (60) days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent assessments, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations.

- e. Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities (other than Limited Common Elements appurtenant to the Unit, and those portions of the Common Elements providing utility services and access to the Unit). Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents or the Rules and Regulations, and for up to thirty (30) days thereafter, for each violation.
- f. Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, or the Rules and Regulations, and to assess the cost of such restoration against the responsible Owners and their Units.
- g. Enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents, or the Rules and Regulations, exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Unit or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be altered or demolished only pursuant to a court order or with the agreement of the Owner.
- h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Act.

13.3. Rights to Hearing. In the case of imposition of any of the remedies authorized by Section 13.2.d., e. or f, the Board shall, upon written request of the offender, grant to the offender 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 (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days prior written notice to the offender. If the offending Owner fails to appear at the hearing then the right to a hearing shall be waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing.

13.4. Lien for Charges, Penalties, Etc. Any assessments, charges, fines, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or

Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board gives written notice following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the right to pursue any others.

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

13.6. 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 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.

13.7. Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 14.

SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special declarant rights within the meaning of Section 515B.1-103(31) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

14.1. Complete Improvements. To complete all the Units and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make alterations in the Units and Common Elements to accommodate the exercise of any special declarant rights.

14.2. Relocate Boundaries and Alter Units. To relocate boundaries between Units and to otherwise alter Units owned by it, to the extent permitted by Section 16.

14.3. Sales Facilities. To construct, operate and maintain a sales office, management office, model Units, signs and other development, sales and rental facilities within the Common Elements and any Units owned by Declarant from time to time, located anywhere on the Property.

14.4. Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease, in or on any Unit owned by Declarant and on the Common Elements.

14.5. Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements as reasonably necessary for the exercise of its special declarant rights.

14.6. Merger. To merge or consolidate the CIC with another common interest community of the same form of ownership.

14.7. Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove any officer or director of the Association pursuant to Section 515B.3-103 of the Act, until the earliest of: (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within sixty (60) days after conveyance to Owners other than a Declarant of seventy-five percent (75%) of the total number of Units authorized to be included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners other than a Declarant shall have the right to nominate and elect not less than thirty-three and one-third percent (33-1/3%) of the directors at a meeting of the Owners which shall be held within sixty (60) days following the conveyance by Declarant of fifty percent (50%) of the total number of Units authorized to be included in the Property.

14.8. Additional Real Estate. To add all or a portion of the Additional Real Estate to the Condominium in accordance with Section 15 and the Act.

14.9. Consent to Certain Amendments. As long as Declarant owns any unsold Unit, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects or may affect Declarant's rights under the Governing Documents.

SECTION 15.

RIGHTS TO ADD ADDITIONAL REAL ESTATE

Declarant hereby expressly reserves the right to add Additional Real Estate to the Property, by unilateral action, subject to the following conditions:

15.1. Duration of Right. The right of Declarant to add the Additional Real Estate to the CIC shall terminate seven (7) years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Declarant or a successor Declarant, unless extended by a vote of the Owners. There are no other limitations of Declarant's rights hereunder, except as may be imposed by law.

15.2. Addition of Parcels. The Declarant may add the Additional Real Estate to the Property in parcels consisting of one or more Units, by recording an amendment to this Declaration and identifying the Unit(s) to be added from time to time. A maximum of one hundred thirty-six (136) Units may be created on the Additional Real Estate. All improvements on the Additional Real Estate shall have been substantially completed prior to the addition of the Additional Real Estate to the Property and shall be added free and clear of liens which would adversely affect the rights of existing Unit Owners or the priority of first mortgages on existing Units, other than liens for real estate taxes and special assessments not yet due and payable. Reallocation of the Common Expense liability and voting rights shall be made in the same manner as set forth in Section 4.2 hereof.

15.3. No Assurances. There are no assurances as to the times at which all or any part of the Additional Real Estate will be added to the Property, the order in which it will be added, the number of Units per phase nor the size of the Units. Declarant is under no obligation to add the Additional Real Estate to the Property, and the Additional Real Estate may be developed by Declarant or its successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.

15.4. Extension of Covenants and Restrictions. All covenants and restrictions contained in this Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created on the Additional Real Estate, if added to the CIC.

15.5. Architectural Compatibility. Any Units or other structures erected upon the Additional Real Estate shall be compatible with the other Units and other structures which are a part of the Property in terms of architectural style, quality of construction, principal materials employed in construction and size; subject to (i) any changes required by governmental authorities or lenders and (ii) any interior and minor exterior changes made by Declarant to meet changes in the market.

15.6. Approval of FHA. The addition of Additional Real Estate pursuant to this Section 15 shall require the prior written consent of the FHA.

SECTION 16

RIGHTS TO RELOCATE UNIT BOUNDARIES AND ALTER UNITS

16.1. Rights to Relocate Boundaries and Alter Units. Existing or future Units may be altered and Unit boundaries may be relocated only in accordance with the following conditions:

- a. Combining Units. An Owner may make improvements or alterations to such Unit or, may, after acquiring an adjoining Unit, remove or alter any intervening partition or create apertures therein in accordance with Section 515B.2-113 of the Act and Subsection d of this Section. Any combination of two or more Units, or the alteration of boundaries between Units, shall not exempt any Unit from the payment of Assessments or alter the allocation of Assessments among the Units in any way.
- b. Relocation of Boundaries. The boundaries between adjoining Units may be relocated in accordance with Section 515B.2-114 of the Act and Subsection d of this Section.
- c. Subdivision or Conversion. No additional Units may be created by the subdivision or conversion of a Unit (within the meaning of the Act) into two (2) or more Units, nor into other Units, Common Elements or Limited Common Elements.
- d. Requirements. The alteration, relocation of boundaries or other modification of Units or other structures located therein (collectively referred to herein as "alteration" or "alterations") pursuant to this Section, Section 8, and the Act may be accomplished only in accordance with the following conditions:
 - (i) No Unit may be altered if, thereafter, the Unit, or any other Unit affected by the alteration, would no longer be habitable or practicably usable for its intended purpose or would violate any law, code or ordinance of any governmental authority having jurisdiction over the Property.
 - (ii) No alteration may be made which adversely affects the structural or functional integrity of any building system or the structural support or weathertight integrity of any portion of any building or other structure.

- (iii) The prior written consent of the Association shall be required for any alteration, except alterations by Declarant. Such consent shall be requested in writing by each Owner whose Unit is proposed to be altered, accompanied by such explanation, drawings and specifications relating to the proposed alterations as may be reasonably required by the Association or the first mortgagee of the Unit. The Association shall give such Owner(s) notice in a reasonable manner, granting, denying or qualifying its consent.
- (iv) As a precondition to consenting to alterations, the Association may require, among other things, the following: (i) that all alterations will be done in a workmanlike manner and without impairing the structural, mechanical or weather-tight integrity of the Building; (ii) that the Common Elements and altered Units will be repaired and/or restored in the future as required by the Association; (iii) that the construction of the alterations will not create dangerous conditions for any Owners or Occupants; (iv) that the Property, the first mortgagees and the Owners and Occupants will be protected from liens and other liability arising from the alterations; and (v) that the alterations will be done in compliance with the applicable laws, regulations and ordinances of the governmental authorities having jurisdiction over the Property.
- (v) The Association may require that the Owners of the Units to be altered pay all costs of processing and documentation for the request and the preparation and recording of any necessary amendment to the Governing Documents, including without limitation such costs as filing, architects and attorneys' fees, incurred by the Association in connection with the alterations.

SECTION 17.

AMENDMENTS

This Declaration may be amended by the consent of (i) Owners of Units to which are allocated at least sixty-seven percent (67%) of the votes in the Association; (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Section 18 as to matters prescribed by said Section; (iii) the FHA, if applicable, during the period of Declarant control under Section 15, as to the annexation of Additional Real Estate, the merger or consolidation of the Association with another Association or other legal entity, the dissolution of the Association, or any amendments of this Declaration, or the Articles or Bylaws of the Association; (iv) the consent of Declarant to certain amendments as provided in Section 14.10, and (iv) the Board. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees, the FHA and the

Declarant shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded as provided in the Act. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment. Notwithstanding the foregoing, during the period of Declarant control as described in Section 14.7 of this Condominium Declaration, any amendments to the Declaration, including without limitation, any amendments to add the Additional Real Estate, shall be subject to the prior written approval of the Federal Home Administration.

SECTION 18.

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

18.1. Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required for any amendment to the Governing Documents which causes any change in the following: (i) voting rights; (ii) assessments, assessment liens or priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vi) redefinition of any Unit boundaries; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the CIC or the addition, annexation or withdrawal of property to or from the CIC, other than the addition of the Additional Real Estate; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; (xii) a decision by the Association to establish self management when professional management is in effect as required previously by the Governing Documents or an Eligible Mortgagee; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of the Condominium (after substantial destruction or a substantial taking); (xv) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages; or (xvi) the purposes to which any Unit or the Common Elements are restricted.

18.2. Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first

mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required to (i) abandon or terminate the Condominium; (ii) change the allocations of voting rights, Common Expense obligations or interest in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell the Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

18.3. Consent to Subdivision. No Unit may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Association.

18.4. No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

18.5. Priority of Lien. Any holder of a first mortgage on a Unit or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Unit by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Unit free of any claims for unpaid assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said first mortgage holder or purchaser; (i) except as provided in Section 6.9 and Section 515B.3-116 of the Act and (ii) except that any unreimbursed assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.

18.6. Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

18.7. Priority for Insurance Proceeds and Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the CIC promptly upon receipt of notice from the condemning authority.

18.8. Requirements Management and Service Agreements. Any agreement for professional management of, or provision of services to, the Property must, at a minimum, provide for termination by the Association, without penalty, for good cause upon sixty (60) days prior written notice.

18.9. Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the

Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by FNMA or any institutional guarantor or insurer of a mortgage loan against a Unit, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.

18.10. Notice Requirements. Upon written request to the Association by an Eligible Mortgagee, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- a. a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;
- b. a sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of a Unit on which it holds a mortgage;
- c. a lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- d. a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 19.

MISCELLANEOUS

19.1. 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.

19.2. Construction. Where applicable the masculine gender of any word used herein 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. The headings used herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

19.3. Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance

carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

19.4. Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers or the Owners or Occupants 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 that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

19.5. Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Declaration, the Bylaws or any Rules or Regulations approved by the Association, the Act shall control. As among the Declaration, Bylaws and Rules and Regulations, the documents shall control in the following order of priority: (i) the Declaration, (ii) the Bylaws and (iii) the Rules and Regulations.

19.6. Resale of Units. Upon resale of a Unit by an Owner, the Owner shall provide the prospective purchaser prior to execution of the purchase agreement or otherwise prior to the conveyance, a copy of the Governing Documents, any rules and regulations, any amendments to the foregoing, and a disclosure statement as required by Minnesota Statutes Section 515B.4-107.

19.7. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall be perpetual.

COMMON INTEREST COMMUNITY NO. 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A TO DECLARATION

ADDITIONAL REAL ESTATE

Outlot A, and Lots 1, 3 and 4, Block 1, Stillwater Crossings, according to the recorded plat thereof, on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.

COMMON INTEREST COMMUNITY NO. 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B TO DECLARATION

**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE
LIABILITIES AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of this Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/6	1/6	1
202	1/6	1/6	1
203	1/6	1/6	1
204	1/6	1/6	1
205	1/6	1/6	1
<u>206</u>	<u>1/6</u>	<u>1/6</u>	<u>1</u>
TOTALS:	1.0	1.0	6

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

July 7, 2000
VIRGINIA R. ERDAHL, AUDITOR-TREASURER
BY Linda M Dyer
DEPUTY

3111101



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2000/07/06 11:52:00 AM

3111101



Cindy Koosmann
County Recorder

By: Cindy Koosmann

COMMON INTEREST COMMUNITY NUMBER 140 *bet. Metro legal 19.50*
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
FIRST AMENDMENT TO
DECLARATION

THIS FIRST AMENDMENT is made this 29 day of June, 2000, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about June 3rd, 2000, Declarant entered into that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, which was subsequently filed of record June 8th, 2000, in the Office of the Washington County Recorder, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration reserved an option pursuant to Section 515B.2-106(1) of the Act to submit Additional Real Estate to the Condominium Declaration in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making it a part of Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

In the exercise, but not the exhaustion, of its option rights, the Declarant desires to subject to the terms of the Condominium Declaration that part of the Additional Real Estate described as follows:

Lot 3, Block 1, Stillwater Crossings in Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has served the notice required under Section

515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this First Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot (or parts thereof), their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 301 through 306, inclusive, which Additional Units are more particularly described on the First Supplemental C.I.C. Plat, Common Interest Community Number 140 ("First Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the Washington County Recorder.
4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in Exhibit A-1 attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this First Amendment and as shown on the First Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:
 - a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, to the extent located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- c) Those items or areas designated as Limited Common Elements on the Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Unit or Units, and located wholly or partially outside the Unit or Unit's boundaries, are allocated to the Unit or Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This First Amendment shall not apply to or affect any of the remaining Additional Real Estate described on Exhibit B-1 attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this First Amendment.

[The remainder of this page is left intentionally blank]

FIRST AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A-1

**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this First Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/12	1/12	1
202	1/12	1/12	1
203	1/12	1/12	1
204	1/12	1/12	1
205	1/12	1/12	1
206	1/12	1/12	1
301	1/12	1/12	1
302	1/12	1/12	1
303	1/12	1/12	1
304	1/12	1/12	1
305	1/12	1/12	1
306	<u>1/12</u>	<u>1/12</u>	<u>1</u>
TOTALS	1.0	1.0	12

FIRST AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B-1

ADDITIONAL REAL ESTATE

Outlot A, and Lots 1 and 4, Block 1, Stillwater Crossings, according to the recorded plat thereof, on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.

By:

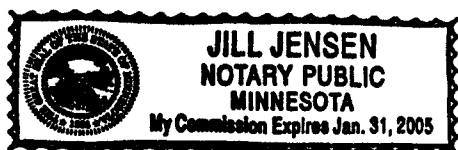
Its:

STATE OF MINNESOTA)

: SS

COUNTY OF)

The foregoing instrument was acknowledged before me this 29 day of June, 2000, by Steven Logan, the Controller of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A. (DSS)
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402

MPL1: 346349-1/7837.13

3117488



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2000/08/21 8:57:00 AM

3117488



Cindy Kossmann
County Recorder

By: *Cindy Kossmann*

Plat

Fees: \$34.50

Fee Owner:

Plat Name: CIC #140 2ND SUPL (UNITS 401-406)

Plat #: 562

Legal: UNITS 401,402,403,404,405,406

Underlying Legal STILLWATER CROSSINGS
LOT 4 BLOCK 1

Sec:

Twp:

Rge:

3117488



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:

2000/08/21 8:57:00 AM

3117488



Cindy Koemann
County Recorder

By Cindy Koemann

NO DELINQUENT TAXES AND TIES
WASHINGTON COUNTY, MINNESOTA

August 18 YEAR 2000
VIRGINIA R. ERDAHL, AUDITOR-TREASURER

By Linda M. Dyer
DEPUTY

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
SECOND AMENDMENT TO
DECLARATION

19.50

THIS SECOND AMENDMENT is made this August 16, 2000, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about June 3rd, 2000, Declarant entered into that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, which was subsequently filed of record June 8th, 2000, in the Office of the Washington County Recorder, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration reserved an option pursuant to Section 515B.2-106(1) of the Act to submit Additional Real Estate to the Condominium Declaration in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making it a part of Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was amended by that certain First Amendment to Declaration, Common Interest Community Number 140, Stillwater Crossings Condominium, dated June 3, 2000, and subsequently filed of record July 6th, 2000 in the Office of Washington Recorder as Document No. 3111101 to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

In the exercise, but not the exhaustion, of its option rights, the Declarant desires to subject to the terms of the Condominium Declaration that part of the Additional Real Estate described as follows:

Lot 4, Block 1, Stillwater Crossings in Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Second Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot (or parts thereof), their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 401 through 406, inclusive, which Additional Units are more particularly described on the Second Supplemental C.I.C. Plat, Common Interest Community Number 140 ("Second Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the Washington County Recorder.
4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in Exhibit A-1 attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this First Amendment and as shown on the Second Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, to the extent located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- c) Those items or areas designated as Limited Common Elements on the Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Unit or Units, and located wholly or partially outside the Unit or Unit's boundaries, are allocated to the Unit or Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Second Amendment shall not apply to or affect any of the remaining Additional Real Estate described on Exhibit B-1 attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Second Amendment.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.



By: _____

Its: _____

STATE OF MINNESOTA)

: ss

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 16th day of August, 2000, by Steven Logan, the Asst. Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

Tracey M. Flack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A. (DSS)
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402

MPL1: 346349-1/7837.13

**SECOND AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY**

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A-1

**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Second Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest In Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/18	1/18	1
202	1/18	1/18	1
203	1/18	1/18	1
204	1/18	1/18	1
205	1/18	1/18	1
206	1/18	1/18	1
301	1/18	1/18	1
302	1/18	1/18	1
303	1/18	1/18	1
304	1/18	1/18	1
305	1/18	1/18	1
306	1/18	1/18	1
401	1/18	1/18	1
402	1/18	1/18	1

403	1/18	1/18	1
404	1/18	1/18	1
405	1/18	1/18	1
405	<u>1/18</u>	<u>1/18</u>	<u>1</u>
TOTALS	1	1	18

**SECOND AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY**

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B-1

ADDITIONAL REAL ESTATE

Lot 1, Block 1, Stillwater Crossings, Lots 1 through 12 Block 1 Stillwater Crossings 2nd Addition, and Lots 1 through 4 Block 2 Stillwater Crossings 2nd Addition according to the recorded plat thereof, on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.

2607544

Current taxes *pl*

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed (X) not required
Certificate of Real Estate Value No. _____

10-19-00

(date)

Virginia R. Erdahl

County Auditor

by Debra A. Nelson

Deputy

3126095



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:

2000/10/19 4:01:00 PM

3126095



Cindy Koosmann
County Recorder

By: Cindy Koosmann

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
THIRD AMENDMENT TO
DECLARATION

19.80

Metro Legal

THIS THIRD AMENDMENT is made this Oct. 16, 2000, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about June 3rd, 2000, Declarant entered into that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, which was subsequently filed of record June 8th, 2000, in the Office of the Washington County Recorder, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration reserved an option pursuant to Section 515B.2-106(1) of the Act to submit Additional Real Estate to the Condominium Declaration in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making it a part of Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was amended by that certain First Amendment to Declaration, Common Interest Community Number 140, Stillwater Crossings Condominium, dated June 3, 2000, and subsequently filed of record July 6th, 2000 in the Office of Washington Recorder as Document No. 3111101 to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, Stillwater Crossings Condominium, dated August 16, 2000, and subsequently filed of record August 21, 2000 in the Office of Washington Recorder as Document No. 3117488 to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

In the exercise, but not the exhaustion, of its option rights, the Declarant desires to subject to the terms of the Condominium Declaration that part of the Additional Real Estate described as follows:

Lot 12, Block 1, Stillwater Crossings 2nd Addition in Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Third Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot (or parts thereof), their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 501 through 508, inclusive, which Additional Units are more particularly described on the Third Supplemental C.I.C. Plat, Common Interest Community Number 140 ("Third Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the Washington County Recorder.
4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in Exhibit A-1 attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Third Amendment and as shown on the Third Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, to the extent located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- c) Those items or areas designated as Limited Common Elements on the Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Unit or Units, and located wholly or partially outside the Unit or Unit's boundaries, are allocated to the Unit or Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Third Amendment shall not apply to or affect any of the remaining Additional Real Estate described on Exhibit B-1 attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Third Amendment.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Third Amendment to be executed as of the day and year first above written.



THE RYLAND GROUP, INC.

By: _____

Its: _____

STATE OF MINNESOTA)

: ss

COUNTY OF Linn)

The foregoing instrument was acknowledged before me this 14th day of October, 2000, by Wayne J. Soojian, the Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

Tracey M. Flack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A. (DSS)
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402

MPL1: 346349-1/7837.13

THIRD AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A-1

ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Third Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest In Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/26	1/26	1
202	1/26	1/26	1
203	1/26	1/26	1
204	1/26	1/26	1
205	1/26	1/26	1
206	1/26	1/26	1
301	1/26	1/26	1
302	1/26	1/26	1
303	1/26	1/26	1
304	1/26	1/26	1
305	1/26	1/26	1
306	1/26	1/26	1
401	1/26	1/26	1
402	1/26	1/26	1
403	1/26	1/26	1

404	1/26	1/26	1
405	1/26	1/26	1
405	1/26	1/26	1
501	1/26	1/26	1
502	1/26	1/26	1
503	1/26	1/26	1
504	1/26	1/26	1
505	1/26	1/26	1
506	1/26	1/26	1
507	1/26	1/26	1
508	<u>1/26</u>	<u>1/26</u>	<u>1</u>
TOTALS	1	1	26

THIRD AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B-1

ADDITIONAL REAL ESTATE

Lot 1, Block 1, Stillwater Crossings, Lots 1 through 11 Block 1 Stillwater Crossings 2nd Addition, and Lots 1 through 4 Block 2 Stillwater Crossings 2nd Addition according to the recorded plat thereof, on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402

RYLAND HOMES

7900 West 78th Street
Suite 100
Edina, MN 55439

(952)944-7701 Tel
(952)944-7709 Fax
www.ryland.com
Contractor's Lic.# 20035443

August 31, 2000

Stillwater Crossings
Condominium Unit Owner

Dear Resident:

Ryland Homes is legally responsible to notify all current residents of the Stillwater Crossings Condominium Association of additional Real Estate added to the Association. The enclosed notice represents Ryland's obligation.

At this time Ryland Homes will be adding an 8 unit building on Lot 12, Block 1, Stillwater Crossings 2nd Addition to the Condominium Association.

If you have any questions please contact your sales representative.

Sincerely,

Mark Sonstegard

Mark Sonstegard
Land Resources Coordinator

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
 : ss
COUNTY OF)

Elinor Daleiden, of the City of Richfield, County of Hennepin, in the State of Minnesota, being duly sworn, says that on the 31st day of August, 2000, she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, Minnesota, on the following people by mailing to them a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the post office at Edina, Minnesota, directed to said people at their last known addresses:

Jon Conati
1204 Timber Way
Stillwater, MN 55082

Michael Biebl
1206 Timber Way
Stillwater, MN 55082

Timothy Hansen
1202 Timber Way
Stillwater, MN 55082

Elizabeth Lodahl
1101 Timber Way
Stillwater, MN 55082

Karen Rossbach
1103 Timber Way
Stillwater, MN 55082

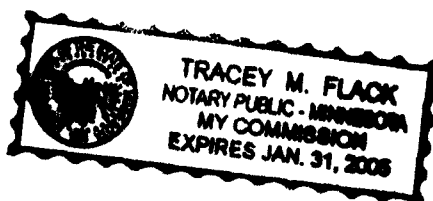
Melanie Sullivan
1105 Timber Way
Stillwater, MN 55082

Mary Berglund
111 Timber Way
Stillwater, MN 55082

Elinor Daleiden

Subscribed and sworn to before me
this 31st day of August, 2000.

Tracey M. Flack
Notary Public



3135672



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:

2000/12/27 3:25:00 PM

3135672



Cindy Koosmann
County Recorder

By: *Cindy Koosmann*

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

December 27th 2000
VIRGINIA R. ERDAHL, AUDITOR-TREASURER

J. Dennis Kemper
DEPUTY

**COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
FOURTH AMENDMENT TO
DECLARATION**

19.50

THIS FOURTH AMENDMENT is made this Dec. 18th, 2000, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about June 3rd, 2000, Declarant entered into that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, which was subsequently filed of record June 8th, 2000, in the Office of the Washington County Recorder, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration reserved an option pursuant to Section 515B.2-106(1) of the Act to submit Additional Real Estate to the Condominium Declaration in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making it a part of Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was amended by that certain First Amendment to Declaration, Common Interest Community Number 140, Stillwater Crossings Condominium, dated June 3, 2000, and subsequently filed of record July 6th, 2000 in the Office of Washington County Recorder as Document No. 3111101 to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, Stillwater Crossings Condominium, dated August 16, 2000, and subsequently filed of record August 21, 2000 in the Office of Washington County Recorder as Document No. 3117488 to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, Stillwater Crossings Condominium, dated October 16th, 2000, and subsequently filed of record October 19th, 2000 in the Office of Washington County Recorder as Document No. 3126095 to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

In the exercise, but not the exhaustion, of its option rights, the Declarant desires to subject to the terms of the Condominium Declaration that part of the Additional Real Estate described as follows:

Lot 11, Block 1, Stillwater Crossings 2nd Addition in Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Fourth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot (or parts thereof), their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 601 through 608, inclusive, which Additional Units are more particularly described on the Fourth Supplemental C.I.C. Plat, Common Interest Community Number 140 ("Fourth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the Washington County Recorder.

4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in Exhibit A-1 attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Fourth Amendment and as shown on the Fourth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit they serve. Any portion of such installations serving or affecting the function of more than one Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Unit, and authorized replacements and modifications thereof, to the extent located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- c) Those items or areas designated as Limited Common Elements on the Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Unit or Units, and located wholly or partially outside the Unit or Unit's boundaries, are allocated to the Unit or Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Fourth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on Exhibit B-1 attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Fourth Amendment.

[The remainder of this page is left intentionally blank]

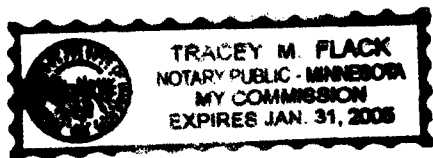
IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.

By: [Signature]
Its: Controller

STATE OF MINNESOTA)
: SS
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 18th day of December, 2000, by Steven Logan, the Controller of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Tracey M. Flack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A. (DSS)
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402

MPL1: 346349-1/7837.13

**FOURTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY**

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A-1

**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Fourth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest In Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/34	1/34	1
202	1/34	1/34	1
203	1/34	1/34	1
204	1/34	1/34	1
205	1/34	1/34	1
206	1/34	1/34	1
301	1/34	1/34	1
302	1/34	1/34	1
303	1/34	1/34	1
304	1/34	1/34	1
305	1/34	1/34	1
306	1/34	1/34	1
401	1/34	1/34	1
402	1/34	1/34	1

403	1/34	1/34	1
404	1/34	1/34	1
405	1/34	1/34	1
406	1/34	1/34	1
501	1/34	1/34	1
502	1/34	1/34	1
503	1/34	1/34	1
504	1/34	1/34	1
505	1/34	1/34	1
506	1/34	1/34	1
507	1/34	1/34	1
508	1/34	1/34	1
601	1/34	1/34	1
602	1/34	1/34	1
603	1/34	1/34	1
604	1/34	1/34	1
605	1/34	1/34	1
606	1/34	1/34	1
607	1/34	1/34	1
608	<u>1/34</u>	<u>1/34</u>	<u>1</u>
TOTALS	1	1	34

**FOURTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY**

COMMON INTEREST COMMUNITY NUMBER 140

STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B-1

ADDITIONAL REAL ESTATE

Lot 1, Block 1, Stillwater Crossings, according to the recorded plat thereof, Lots 1 through 10 Block 1 Stillwater Crossings 2nd Addition, and Lots 1 through 4 Block 2 Stillwater Crossings 2nd Addition according to the recorded plat thereof, on file and of record in the Office of the County Recorder in and for Washington County, Minnesota.

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Subscribed and sworn to before me
this _____ day of _____, 2001.

idmsmpl:425431 1

CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY OK

3151113



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:

2001/04/12 4:08:00 PM

3151113



Cindy Koosmann
County Recorder

By: Cindy Koosmann

NO DELINQUENT TAXES AND TRANSFER ENTERED
WASHINGTON COUNTY, MINNESOTA

April 12 YEAR 2001
Debra A. Nelson, AUDITOR-TREASURER
By: Debra A. Nelson
DEPUTY

Netro Legal

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
FIFTH AMENDMENT TO
DECLARATION

19.50

Plat 19.50

THIS FIFTH AMENDMENT is made this 22nd day of February, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

Outlot A, Stillwater Crossings, originally being a portion of the Additional Real Estate, was replatted into Outlots A and B, Lots 1 through 12, inclusive, Block 1 and Lots 1 through 4, inclusive, Block 2, Stillwater Crossings Second Addition, Washington County, Minnesota. Said lots and blocks are intended to be continued as Additional Real Estate.

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 7, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Fifth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined

herein, shall have the meanings set forth in the Condominium Declaration and the Act.

2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.

3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1001 through 1006, inclusive, and are more particularly described on the Fifth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Fifth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.

4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Fifth Amendment and as shown on the Fifth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Fifth Supplemental C.I.C. Plat or by the Act.

- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Fifth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Fifth Amendment.

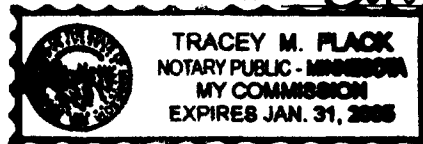
[the remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Fifth Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.

By: SS
Its: Controller

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)



The foregoing instrument was acknowledged before me this 23rd day of February 2001, by Steven Logan, the Controller of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

Tracey M. Plack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0600
idmsmpl:425428_1

**FIFTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT A
ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Fifth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/40	1/40	1
202	1/40	1/40	1
203	1/40	1/40	1
204	1/40	1/40	1
205	1/40	1/40	1
206	1/40	1/40	1
301	1/40	1/40	1
302	1/40	1/40	1
303	1/40	1/40	1
304	1/40	1/40	1
305	1/40	1/40	1
306	1/40	1/40	1
401	1/40	1/40	1
402	1/40	1/40	1
403	1/40	1/40	1
404	1/40	1/40	1
405	1/40	1/40	1
406	1/40	1/40	1
501	1/40	1/40	1
502	1/40	1/40	1
503	1/40	1/40	1
504	1/40	1/40	1
505	1/40	1/40	1

506	1/40	1/40	1
507	1/40	1/40	1
508	1/40	1/40	1
601	1/40	1/40	1
602	1/40	1/40	1
603	1/40	1/40	1
604	1/40	1/40	1
605	1/40	1/40	1
606	1/40	1/40	1
607	1/40	1/40	1
608	1/40	1/40	1
1001	1/40	1/40	1
1002	1/40	1/40	1
1003	1/40	1/40	1
1004	1/40	1/40	1
1005	1/40	1/40	1
1006	<u>1/40</u>	<u>1/40</u>	<u>1</u>
TOTALS	1.0	1.0	40

**FIFTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT B
ADDITIONAL REAL ESTATE**

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 6, inclusive, Block 1,
Lots 8 through 10, inclusive, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Edward L. Munson, of the City of Minneapolis, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 28th day of February, 2001, he served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Minneapolis, Minnesota and addressed to the following persons at their last known addresses:

03632010211 419 07/26/00
GMAC/MODEL HOME FINANCING INC
1212 TIMBER WAY
STILLWATER MN 55082

03632010212 419 07/26/00
GMAC/MODEL HOME FINANCING
1210 TIMBER WAY
STILLWATER MN 55082

03632010213 419 07/26/00
GMAC/MODEL HOME FINANCING INC
1208 TIMBER WAY
STILLWATER MN 55082

03632010214 419 06/14/00
BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

03632010215 419 06/08/00
JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

03632010216 419 06/02/00
MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

03632010311 419 07/17/00
LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

03632010312 419 07/24/00
KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

03632010313 419 08/10/00
SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

03632010314 419 12/22/00
BISPALA, KEITH & GROTH, J
1107 TIMBER WAY
STILLWATER MN 55082

03632010316 419 06/29/00
MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

03632010412 419 10/23/00
ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

03632010414 419 09/15/00
MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

03632010416 419 09/20/00
LAJOIE, GARRETT & RIDENHOWER,
AMY
1102 TIMBER WAY
STILLWATER MN 55082

03632011112 419 12/29/00
ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

03632011117 419 12/29/00
PRIVTERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

03632011211 419 10/27/00
TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

03632011214 419 02/09/01

03632010411 419 09/13/00
BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

03632010413 419 09/15/00
CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

03632010415 419 10/27/00
MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

03632011111 419 12/29/00
IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER, MN 55082

03632011113 419 12/22/00
DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

03632011118 419 11/30/00
GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

03632011213 419 10/25/00
HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

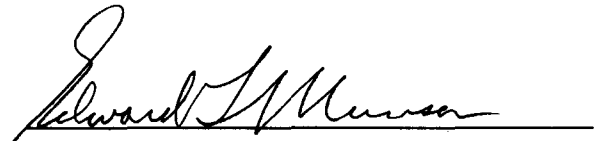
03632011215 419 11/30/00

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

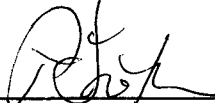
ADREWS, MONTE & MCCALL,
1249 BERGMANN DR
STILLWATER MN 55082

03632011218 419 10/30/00

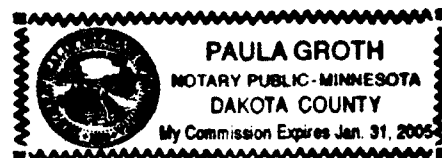
FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082



Subscribed and sworn to before me
this 28 day of February, 2001.



Notary Public
idmsmpl:425431_1



**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM
WASHINGTON COUNTY, MINNESOTA**

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

The Ryland Group, Inc., a Maryland corporation, the Declarant in that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, dated June 3, 2000 and filed of record June 8, 2000 in the office of the Washington County Recorder as Document No. 3107322 (the "Condominium Declaration"), HEREBY GIVES NOTICE of its intention to add Additional Real Estate to said Common Interest Community pursuant to Minnesota Statutes § 515B.2-111 and pursuant to Section 15 of said Condominium Declaration.

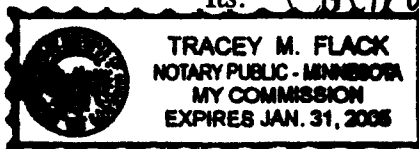
Declarant further gives notice of its intention to subject the Additional Real Estate legally described in the Fifth Amendment to the Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium to the terms and conditions of the Condominium Declaration. A copy of said Fifth Amendment to the Declaration of Common Interest Community will be provided to you at no cost within five (5) business days of receipt of your request therefor.

The Ryland Group, Inc.

By: _____

Its: Controller

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)



The foregoing instrument was acknowledged before me this 23rd day of February, 2001, by Steven Logan, the Controller of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

Tracey M. Flack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
(612) 347-0700
idmsmpl:425429_1



HUD HOME

HOUSING HOME

Q & A

SEARCH/INDEX

E-MAIL

condominium selection

 Message: CONDOMINIUMS SUCCESSFULLY COMPLETED

Condo selected on 04/23/2001

This record was last updated on: April 19, 2001			
Name:	STILLWATER CROSSINGS	Alias:	STILLWATER CROSSING
Condo ID:	MN-C00167	Phase:	006
Location:	STILLWATER, MN 550820000	Field Office:	Minn. St. Paul, MN
Status:	Approved	Date:	April 19, 2001
Construction Code:	Proposed Construction		
Completion Year:	N/A	Month:	N/A
High Ratio Eligible:	Yes		
Units Rejected:	None		
Special Conditions:			
Special Conditions Satisfied for Endorsement:	N/A		
Remarks:	LOT 7, BLOCK 1, 8 UNITS		



[Previous]

CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY [Signature]

No delinquent taxes and transfer entered; Certificate
of Real Estate Value () filed (X) not required
Certificate of Real Estate Value No. _____
May 3, 2001
(date)

Molly F. O'Rourke, Auditor-Treasurer

by [Signature] County Auditor
Deputy

3154817



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2001/05/03 3:29:00 PM

3154817



Cindy Kossmann
County Recorder

By: [Signature]

**COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
SIXTH AMENDMENT TO
DECLARATION**

19.50

THIS SIXTH AMENDMENT is made this 23rd day of March, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 8, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Sixth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 901 through 908, inclusive, and are more particularly described on the Sixth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Sixth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Sixth Amendment and as shown on the Sixth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:
 - a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
 - b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.

- c) Those items or areas designated as Limited Common Elements on the Sixth Supplemental C.I.C. Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Sixth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Sixth Amendment.

[the remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Sixth Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.

By: [Signature]
Its: Controller

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)



The foregoing instrument was acknowledged before me this 23rd day of March, 2001, by Steven Logan, the Controller of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

[Signature: Tracey M. Plack]
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0600
idmsmpl:441992_1

**SIXTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT A
ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Sixth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/48	1/48	1
202	1/48	1/48	1
203	1/48	1/48	1
204	1/48	1/48	1
205	1/48	1/48	1
206	1/48	1/48	1
301	1/48	1/48	1
302	1/48	1/48	1
303	1/48	1/48	1
304	1/48	1/48	1
305	1/48	1/48	1
306	1/48	1/48	1
401	1/48	1/48	1
402	1/48	1/48	1
403	1/48	1/48	1
404	1/48	1/48	1
405	1/48	1/48	1
406	1/48	1/48	1
501	1/48	1/48	1
502	1/48	1/48	1
503	1/48	1/48	1
504	1/48	1/48	1
505	1/48	1/48	1

506	1/48	1/48	1
507	1/48	1/48	1
508	1/48	1/48	1
601	1/48	1/48	1
602	1/48	1/48	1
603	1/48	1/48	1
604	1/48	1/48	1
605	1/48	1/48	1
606	1/48	1/48	1
607	1/48	1/48	1
608	1/48	1/48	1
901	1/48	1/48	1
902	1/48	1/48	1
903	1/48	1/48	1
904	1/48	1/48	1
905	1/48	1/48	1
906	1/48	1/48	1
907	1/48	1/48	1
908	1/48	1/48	1
1001	1/48	1/48	1
1002	1/48	1/48	1
1003	1/48	1/48	1
1004	1/48	1/48	1
1005	1/48	1/48	1
1006	<u>1/48</u>	<u>1/48</u>	<u>1</u>
TOTALS	1.0	1.0	48

[the remainder of this page is left intentionally blank]

**SIXTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT B
ADDITIONAL REAL ESTATE**

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 6, inclusive, Block 1,
Lots 9 through 10, inclusive, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

03632010211 419 07/26/00
GMAC/MODEL HOME FINANCING INC
1212 TIMBER WAY
STILLWATER MN 55082

03632010212 419 07/26/00
GMAC/MODEL HOME FINANCING
1210 TIMBER WAY
STILLWATER MN 55082

03632010213 419 07/26/00
GMAC/MODEL HOME FINANCING INC
1208 TIMBER WAY
STILLWATER MN 55082

03632010214 419 06/14/00
BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

03632010215 419 06/08/00
JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

03632010216 419 06/02/00
MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

03632010311 419 07/17/00
LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

03632010312 419 07/24/00
KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

03632010313 419 08/10/00
SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

03632010314 419 12/22/00
BISPALA, KEITH & GROTH, J
1107 TIMBER WAY
STILLWATER MN 55082

03632010316 419 06/29/00
MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

03632010412 419 10/23/00
ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

03632010414 419 09/15/00
MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

03632010416 419 09/20/00
LAJOIE, GARRETT & RIDENHOWER,
AMY
1102 TIMBER WAY
STILLWATER MN 55082

03632011112 419 12/29/00
ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

03632011117 419 12/29/00
PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

03632011211 419 10/27/00
TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

03632010411 419 09/13/00
BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

03632010413 419 09/15/00
CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

03632010415 419 10/27/00
MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

03632011111 419 12/29/00
IGNEY, LARRY
1254 BERGMANN DRIVE

03632011113 419 12/22/00
DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

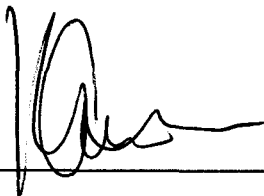
03632011118 419 11/30/00
GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

03632011213 419 10/25/00
HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

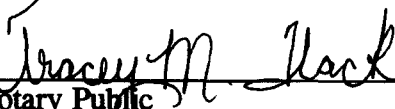
BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

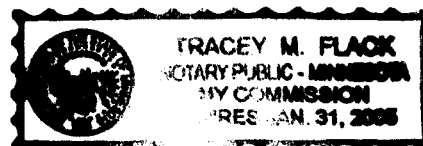
ADREWS, MONTE & MCCALL,
1249 BERGMANN DR
STILLWATER MN 55082

03632011218 419 10/30/00
FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082



Subscribed and sworn to before me
this 23rd day of March, 2001.


Notary Public
idmsmpl:425431



7900 West 78th Street
Suite 100
Edina, MN 55439

(952)944-7701 Tel
(952)944-7709 Fax
www.ryland.com

March 23, 2001

Stillwater Crossings
Condominium Unit Owner

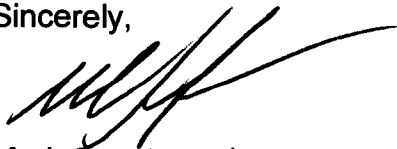
Dear Resident:

Ryland Homes is legally responsible to notify all current residents of the Stillwater Crossings Condominium Association of additional Real Estate added to the Association. The enclosed notice represents Ryland's obligation.

At this time Ryland Homes will be adding a 6 unit building on Lot 8, Block 1, Stillwater Crossings 2nd Addition the Condominium Association.

If you have any questions please contact your sales representative.

Sincerely,



Mark Sonstegard
Land Resources Coordinator

CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY WH

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA
May 17, 2001
MOLLY F. O'ROURKE, AUDITOR-TREASURER
BY Debra A. Nelson
DEPUTY

3156868



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2001/05/17 3:23:00 PM

3156868



Cindy Koemann
County Recorder

By: Cindy Koemann

Ret: Metro Legal

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
SEVENTH AMENDMENT TO
DECLARATION

19.50

THIS SEVENTH AMENDMENT is made this 13th day of May, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22 day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 9, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b)

upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Seventh Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 801 through 806, inclusive, and are more particularly described on the Seventh Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Seventh Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Seventh Amendment and as shown on the Seventh Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:
 - a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Seventh Supplemental C.I.C. Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Seventh Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Seventh Amendment.

[the remainder of this page is left intentionally blank]

SEVENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Seventh Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/54	1/54	1
202	1/54	1/54	1
203	1/54	1/54	1
204	1/54	1/54	1
205	1/54	1/54	1
206	1/54	1/54	1
301	1/54	1/54	1
302	1/54	1/54	1
303	1/54	1/54	1
304	1/54	1/54	1
305	1/54	1/54	1
306	1/54	1/54	1
401	1/54	1/54	1
402	1/54	1/54	1
403	1/54	1/54	1
404	1/54	1/54	1
405	1/54	1/54	1
406	1/54	1/54	1
501	1/54	1/54	1
502	1/54	1/54	1
503	1/54	1/54	1
504	1/54	1/54	1
505	1/54	1/54	1

506	1/54	1/54	1
507	1/54	1/54	1
508	1/54	1/54	1
601	1/54	1/54	1
602	1/54	1/54	1
603	1/54	1/54	1
604	1/54	1/54	1
605	1/54	1/54	1
606	1/54	1/54	1
607	1/54	1/54	1
608	1/54	1/54	1
801	1/54	1/54	1
802	1/54	1/54	1
803	1/54	1/54	1
804	1/54	1/54	1
805	1/54	1/54	1
806	1/54	1/54	1
901	1/54	1/54	1
902	1/54	1/54	1
903	1/54	1/54	1
904	1/54	1/54	1
905	1/54	1/54	1
906	1/54	1/54	1
907	1/54	1/54	1
908	1/54	1/54	1
1001	1/54	1/54	1
1002	1/54	1/54	1
1003	1/54	1/54	1
1004	1/54	1/54	1
1005	1/54	1/54	1
1006	<u>1/54</u>	<u>1/54</u>	<u>1</u>
TOTALS	1.0	1.0	54

[the remainder of this page is left intentionally blank]

**SEVENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT B
ADDITIONAL REAL ESTATE**

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 6, inclusive, Block 1,
Lots 10, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 1st day of May, 2001, he served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Minneapolis, Minnesota and addressed to the following persons at their last known addresses:

GMAC/MODEL HOME FINANCING INC
1212 TIMBER WAY
STILLWATER MN 55082

GMAC/MODEL HOME FINANCING
1210 TIMBER WAY
STILLWATER MN 55082

GMAC/MODEL HOME FINANCING INC
1208 TIMBER WAY
STILLWATER MN 55082

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

LODAHL. ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, J
1107 TIMBER WAY
STILLWATER MN 55082

**STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082**

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTI
1106 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHO
1102 TIMBER WAY
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL,
1249 BERGMANN DR
STILLWATER MN 55082

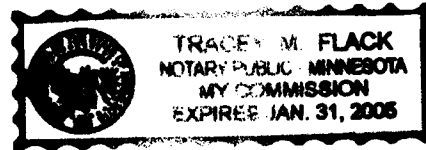
SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROS
1255 BERGMANN DR
STILLWATER MN 55082

Katharine Jensen

Subscribed and sworn to before me
this 1st day of May, 2001.

Tracey M. Flack
Notary Public
idmsmpl:444715_1



CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY DA

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

July 10, 2001
MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY Debra A. Nelson
DEPUTY

3167075



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2001/07/10 3:21:00 PM

3167075



Cindy Kosmann
County Recorder

By Cindy Kosmann

Set: Metro Legal

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
EIGHTH AMENDMENT TO
DECLARATION

THIS EIGHTH AMENDMENT is made this 27th day of June, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22 day of Feb., 2001 and filed of record on the 12 day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23 day of March, 2001 and filed of record on the 3 day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 17 day of May, 2001 and filed of record on the 17 day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 10, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Eighth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 701 through 706, inclusive, and are more particularly described on the Eighth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Eighth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Eighth Amendment and as shown on the Eighth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:
 - a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within

and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Eighth Supplemental C.I.C. Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Eighth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Eighth Amendment.

[the remainder of this page is left intentionally blank]

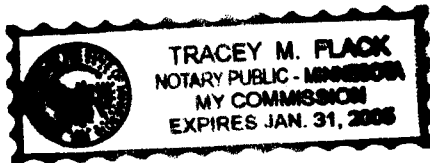
IN WITNESS WHEREOF, Declarant has caused this Eighth Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.

By: SS
Its: Controller

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of July, 2001, by Steve Logan, the Controller of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Tracy M. Hood
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Eighth Street
Minneapolis, Minnesota 55402
612-347-0600
idmsmpl:444716 1

**EIGHTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT A
ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Eighth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/60	1/60	1
202	1/60	1/60	1
203	1/60	1/60	1
204	1/60	1/60	1
205	1/60	1/60	1
206	1/60	1/60	1
301	1/60	1/60	1
302	1/60	1/60	1
303	1/60	1/60	1
304	1/60	1/60	1
305	1/60	1/60	1
306	1/60	1/60	1
401	1/60	1/60	1
402	1/60	1/60	1
403	1/60	1/60	1
404	1/60	1/60	1
405	1/60	1/60	1
406	1/60	1/60	1
501	1/60	1/60	1
502	1/60	1/60	1
503	1/60	1/60	1
504	1/60	1/60	1
505	1/60	1/60	1

506	1/60	1/60	1
507	1/60	1/60	1
508	1/60	1/60	1
601	1/60	1/60	1
602	1/60	1/60	1
603	1/60	1/60	1
604	1/60	1/60	1
605	1/60	1/60	1
606	1/60	1/60	1
607	1/60	1/60	1
608	1/60	1/60	1
701	1/60	1/60	1
702	1/60	1/60	1
703	1/60	1/60	1
704	1/60	1/60	1
705	1/60	1/60	1
706	1/60	1/60	1
801	1/60	1/60	1
802	1/60	1/60	1
803	1/60	1/60	1
804	1/60	1/60	1
805	1/60	1/60	1
806	1/60	1/60	1
901	1/60	1/60	1
902	1/60	1/60	1
903	1/60	1/60	1
904	1/60	1/60	1
905	1/60	1/60	1
906	1/60	1/60	1
907	1/60	1/60	1
908	1/60	1/60	1
1001	1/60	1/60	1
1002	1/60	1/60	1
1003	1/60	1/60	1
1004	1/60	1/60	1
1005	1/60	1/60	1
1006	<u>1/60</u>	<u>1/60</u>	<u>1</u>
TOTALS	1.0	1.0	60

[the remainder of this page is left intentionally blank]

**EIGHTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT B
ADDITIONAL REAL ESTATE**

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 6, inclusive, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 27th day of June, 2001, he served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1 STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
105 TIMBER WAY
1180 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1107 TIMBER WAY
1178 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
TRANG
1171 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN
1173 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

Kathleen Demaris

Subscribed and sworn to before me
this 27th day of June, 2001.

Tracey M. Flack

Notary Public

idmsmpl:444722_1



**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM
WASHINGTON COUNTY, MINNESOTA**

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

The Ryland Group, Inc., a Maryland corporation, the Declarant in that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, dated June 3, 2000 and filed of record June 8, 2000 in the office of the Washington County Recorder as Document No. 3107322 (the "Condominium Declaration"), HEREBY GIVES NOTICE of its intention to add Additional Real Estate to said Common Interest Community pursuant to Minnesota Statutes § 515B.2-111 and pursuant to Section 15 of said Condominium Declaration.

Declarant further gives notice of its intention to subject the Additional Real Estate legally described in the Eighth Amendment to the Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium to the terms and conditions of the Condominium Declaration. A copy of said Eighth Amendment to the Declaration of Common Interest Community will be provided to you at no cost within five (5) business days of receipt of your request therefor.

The Ryland Group, Inc.

By: _____

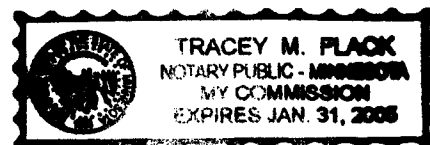
Its: Controller

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27th day of June, 2001, by Steve Logan, the Controller of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

Tracey M. Plack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Eighth Street
Minneapolis, Minnesota 55402
(612) 347-0700
idmsmpl:444718_1



7900 West 78th Street
Suite 100
Edina, MN 55439

www.ryland.com

June 27, 2001

Stillwater Crossings
Condominium Unit Owner

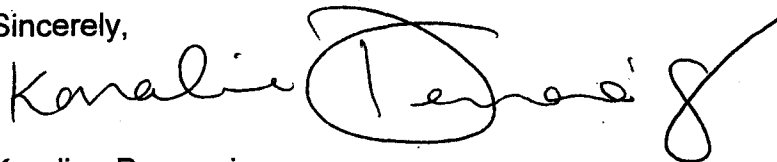
Dear Resident:

Ryland Homes is legally responsible to notify all current residents of the Stillwater Crossings Condominium Association of additional Real Estate added to the Association. The enclosed notice represents Ryland's obligation.

At this time Ryland Homes will be adding Lot 10, Block 1, Stillwater Crossings 2nd Addition the Condominium Association.

If you have any questions please contact your sales representative.

Sincerely,

A handwritten signature in black ink, appearing to read 'Karatine Demarais', with a large, stylized flourish at the end.

Karaline Demarais
Land Resources Coordinator

CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY *[Signature]*

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

July 13, 2001
MOLLY E. O'ROURKE, AUDITOR-TREASURER

BY *Debra A. Nelson*
DEPUTY

3167741



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2001/07/13 2:00:00 PM

3167741



Cindy Koosmann
County Recorder

By: *Cindy Koosmann*

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
NINTH AMENDMENT TO
DECLARATION

19.50

THIS NINTH AMENDMENT is made this 29th day of June, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22 day of February, 2001 and filed of record on the 12 day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23 day of March, 2001 and filed of record on the 03 day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17 day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27 day of June, 2001 and filed of

record on the 10 day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167075, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 6, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Ninth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1101 through 1106, inclusive, and are more particularly described on the Ninth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Ninth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the

manner set forth hereinafter in this Ninth Amendment and as shown on the Ninth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Ninth Supplemental C.I.C. Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

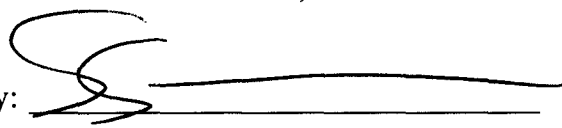
6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Ninth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Ninth Amendment.

[the remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Ninth Amendment to be executed as of the day and year first above written.

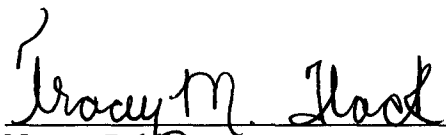
THE RYLAND GROUP, INC.

By: 

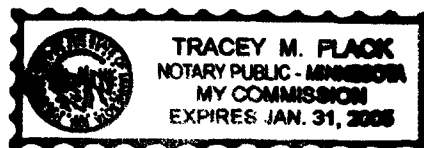
Its: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this **29th** day of **June, 2001**, by **Steven J. Logan**, the **Assistant Vice President**, of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.


Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:448714_1



NINTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Ninth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/66	1/66	1
202	1/66	1/66	1
203	1/66	1/66	1
204	1/66	1/66	1
205	1/66	1/66	1
206	1/66	1/66	1
301	1/66	1/66	1
302	1/66	1/66	1
303	1/66	1/66	1
304	1/66	1/66	1
305	1/66	1/66	1
306	1/66	1/66	1
401	1/66	1/66	1
402	1/66	1/66	1
403	1/66	1/66	1
404	1/66	1/66	1
405	1/66	1/66	1
406	1/66	1/66	1
501	1/66	1/66	1
502	1/66	1/66	1
503	1/66	1/66	1
504	1/66	1/66	1
505	1/66	1/66	1

506	1/66	1/66	1
507	1/66	1/66	1
508	1/66	1/66	1
601	1/66	1/66	1
602	1/66	1/66	1
603	1/66	1/66	1
604	1/66	1/66	1
605	1/66	1/66	1
606	1/66	1/66	1
607	1/66	1/66	1
608	1/66	1/66	1
701	1/66	1/66	1
702	1/66	1/66	1
703	1/66	1/66	1
704	1/66	1/66	1
705	1/66	1/66	1
706	1/66	1/66	1
801	1/66	1/66	1
802	1/66	1/66	1
803	1/66	1/66	1
804	1/66	1/66	1
805	1/66	1/66	1
806	1/66	1/66	1
901	1/66	1/66	1
902	1/66	1/66	1
903	1/66	1/66	1
904	1/66	1/66	1
905	1/66	1/66	1
906	1/66	1/66	1
907	1/66	1/66	1
908	1/66	1/66	1
1001	1/66	1/66	1
1002	1/66	1/66	1
1003	1/66	1/66	1
1004	1/66	1/66	1
1005	1/66	1/66	1
1006	1/66	1/66	1
1101	1/66	1/66	1
1102	1/66	1/66	1
1103	1/66	1/66	1
1104	1/66	1/66	1
1105	1/66	1/66	1
1106	<u>1/66</u>	<u>1/66</u>	<u>1</u>
TOTALS	1.0	1.0	66

NINTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B
ADDITIONAL REAL ESTATE

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 5, inclusive, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the **29th** day of **June**, 2001, he/she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY

1104 TIMBER WAY
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

1102 TIMBER WAY
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

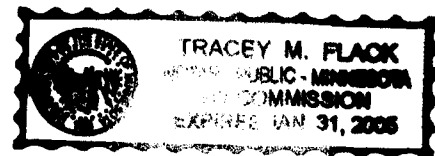
SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

Katharine Demanais

Subscribed and sworn to before me
this 29th day of June, 2001.

Tracey M. Flack
Notary Public

idmsmpl:448732_1



7900 West 78th Street
Suite 100
Edina, MN 55439

www.ryland.com

June 29, 2001

Stillwater Crossings
Condominium Unit Owner

Dear Resident:

Ryland Homes is legally responsible to notify all current residents of the Stillwater Crossings Condominium Association of additional Real Estate added to the Association. The enclosed notice represents Ryland's obligation.

At this time Ryland Homes will be adding an 6 unit building on Lot 6, Block 1, Stillwater Crossings 2nd Addition the Condominium Association.

If you have any questions please contact your sales representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Karatine Demarais", with a stylized flourish at the end.

Karaline Demarais
Land Administrator

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
(612) 347-0700
idmsmpl:448734 1

3177697



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:

2001/08/30 3:33:00 PM

3177697



Cindy Kosmann
County Recorder

By: *Cindy Kosmann*

CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY *RJA*

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

Molly F. O'Rourke

~~MOLLY F. O'ROURKE, AUDITOR-TREASURER~~

BY *Rebecca J. Ault*

DEPUTY

Ret: Metro Legal

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
TENTH AMENDMENT TO
DECLARATION

21.00
JALC

THIS TENTH AMENDMENT is made this 16th day of August, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium),

Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 5, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Tenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1201 through 1208, inclusive, and are more particularly described on the Tenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Tenth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.

4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Tenth Amendment and as shown on the Tenth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Tenth Supplemental C.I.C. Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Tenth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Tenth Amendment.

[the remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Tenth Amendment to be executed as of the day and year first above written.

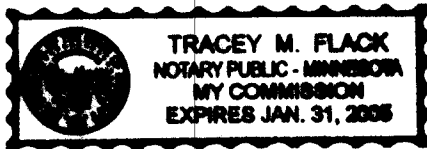
THE RYLAND GROUP, INC.

By: SS

Its: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 16th day of August, 2001, by Steven Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Tracy M. Mack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:454566 1

TENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Tenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/74	1/74	1
202	1/74	1/74	1
203	1/74	1/74	1
204	1/74	1/74	1
205	1/74	1/74	1
206	1/74	1/74	1
301	1/74	1/74	1
302	1/74	1/74	1
303	1/74	1/74	1
304	1/74	1/74	1
305	1/74	1/74	1
306	1/74	1/74	1
401	1/74	1/74	1
402	1/74	1/74	1
403	1/74	1/74	1
404	1/74	1/74	1
405	1/74	1/74	1
406	1/74	1/74	1
501	1/74	1/74	1
502	1/74	1/74	1
503	1/74	1/74	1
504	1/74	1/74	1
505	1/74	1/74	1

506	1/74	1/74	1
507	1/74	1/74	1
508	1/74	1/74	1
601	1/74	1/74	1
602	1/74	1/74	1
603	1/74	1/74	1
604	1/74	1/74	1
605	1/74	1/74	1
606	1/74	1/74	1
607	1/74	1/74	1
608	1/74	1/74	1
701	1/74	1/74	1
702	1/74	1/74	1
703	1/74	1/74	1
704	1/74	1/74	1
705	1/74	1/74	1
706	1/74	1/74	1
801	1/74	1/74	1
802	1/74	1/74	1
803	1/74	1/74	1
804	1/74	1/74	1
805	1/74	1/74	1
806	1/74	1/74	1
901	1/74	1/74	1
902	1/74	1/74	1
903	1/74	1/74	1
904	1/74	1/74	1
905	1/74	1/74	1
906	1/74	1/74	1
907	1/74	1/74	1
908	1/74	1/74	1
1001	1/74	1/74	1
1002	1/74	1/74	1
1003	1/74	1/74	1
1004	1/74	1/74	1
1005	1/74	1/74	1
1006	1/74	1/74	1
1101	1/74	1/74	1
1102	1/74	1/74	1
1103	1/74	1/74	1
1104	1/74	1/74	1
1105	1/74	1/74	1
1106	1/74	1/74	1
1201	1/74	1/74	1
1202	1/74	1/74	1
1203	1/74	1/74	1

1204	1/74	1/74	1
1205	1/74	1/74	1
1206	1/74	1/74	1
1207	1/74	1/74	1
1208	<u>1/74</u>	<u>1/74</u>	<u>1</u>
TOTALS	1.0	1.0	74

**TENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT B
ADDITIONAL REAL ESTATE**

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 4 inclusive, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

Declarant further gives notice of its intention to subject the Additional Real Estate legally described in the Tenth Amendment to the Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium to the terms and conditions of the Condominium Declaration. A copy of said Tenth Amendment to the Declaration of Common Interest Community will be provided to you at no cost within five (5) business days of receipt of your request therefor.

By: [Signature]
Its: Assistant Vice President

The foregoing instrument was acknowledged before me this 16th day of August, 2001, by Steven Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

Tracy M. Mack
Notary Public

 **TRACEY M. FLACK**
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2005

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN
1222 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

Karalene Demaree

Subscribed and sworn to before me
this 16th day of August, 2001.

Tracey M. Flack
Notary Public
idmsmpl:454568_1



RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 20035443

www.ryland.com

August 16, 2001

Stillwater Crossings
Condominium Unit Owner

Dear Resident:

Ryland Homes is legally responsible to notify all current residents of the Stillwater Crossings Condominium Association of additional Real Estate added to the Association. The enclosed notice represents Ryland's obligation.

At this time Ryland Homes will be adding Lot 5, Block 1, Stillwater Crossings 2nd Addition to the Condominium Association.

If you have any questions please contact your sales representative.

Sincerely,

A handwritten signature in black ink that reads "Karatine Demarais". The signature is written in a cursive style with a large, stylized "D" and "S" at the end.

Karaline Demarais
Land Administrator

3180316



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2001/09/14 4:20:00 PM

3180316



Cindy Koosmann
County Recorder

By: *Cindy Koosmann*

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

Molly F. O'Rourke
MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY *Rebecca S. Aust*
DEPUTY

CURRENT TAXES PAID IN FULL
AUDITOR-TREASURER, BY *RJA*

20.00
AC

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
ELEVENTH AMENDMENT TO
DECLARATION

THIS ELEVENTH AMENDMENT is made this 16th day of August, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington

County, as Document No. N.A., to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. N.A., to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. N.A., to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 4, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Eleventh Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.

3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1301 through 1308, inclusive, and are more particularly described on the Eleventh Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Eleventh Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.

4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Eleventh Amendment and as shown on the Eleventh Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.

Those items or areas designated as Limited Common Elements on the Eleventh Supplemental C.I.C. Plat or by the Act.

Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Eleventh Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Eleventh Amendment.

**ELEVENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

EXHIBIT A

**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS AND
VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Eleventh Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/82	1/82	1
202	1/82	1/82	1
203	1/82	1/82	1
204	1/82	1/82	1
205	1/82	1/82	1
206	1/82	1/82	1
301	1/82	1/82	1
302	1/82	1/82	1
303	1/82	1/82	1
304	1/82	1/82	1
305	1/82	1/82	1
306	1/82	1/82	1
401	1/82	1/82	1
402	1/82	1/82	1
403	1/82	1/82	1
404	1/82	1/82	1
405	1/82	1/82	1
406	1/82	1/82	1
501	1/82	1/82	1
502	1/82	1/82	1
503	1/82	1/82	1
504	1/82	1/82	1
505	1/82	1/82	1

506	1/82	1/82	1
507	1/82	1/82	1
508	1/82	1/82	1
601	1/82	1/82	1
602	1/82	1/82	1
603	1/82	1/82	1
604	1/82	1/82	1
605	1/82	1/82	1
606	1/82	1/82	1
607	1/82	1/82	1
608	1/82	1/82	1
701	1/82	1/82	1
702	1/82	1/82	1
703	1/82	1/82	1
704	1/82	1/82	1
705	1/82	1/82	1
706	1/82	1/82	1
801	1/82	1/82	1
802	1/82	1/82	1
803	1/82	1/82	1
804	1/82	1/82	1
805	1/82	1/82	1
806	1/82	1/82	1
901	1/82	1/82	1
902	1/82	1/82	1
903	1/82	1/82	1
904	1/82	1/82	1
905	1/82	1/82	1
906	1/82	1/82	1
907	1/82	1/82	1
908	1/82	1/82	1
1001	1/82	1/82	1
1002	1/82	1/82	1
1003	1/82	1/82	1
1004	1/82	1/82	1
1005	1/82	1/82	1
1006	1/82	1/82	1
1101	1/82	1/82	1
1102	1/82	1/82	1
1103	1/82	1/82	1
1104	1/82	1/82	1
1105	1/82	1/82	1
1106	1/82	1/82	1
1201	1/82	1/82	1
1202	1/82	1/82	1
1203	1/82	1/82	1

1204	1/82	1/82	1
1205	1/82	1/82	1
1206	1/82	1/82	1
1207	1/82	1/82	1
1208	1/82	1/82	1
1301	1/82	1/82	1
1302	1/82	1/82	1
1303	1/82	1/82	1
1304	1/82	1/82	1
1305	1/82	1/82	1
1306	1/82	1/82	1
1307	1/82	1/82	1
1308	1/82	1/82	1
TOTALS	1.0	1.0	82

[the remainder of this page is left intentionally blank]

ELEVENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B

ADDITIONAL REAL ESTATE

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 3 inclusive, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 20035443

www.ryland.com

August 16, 2001

Stillwater Crossings
Condominium Unit Owner

Dear Resident:

Ryland Homes is legally responsible to notify all current residents of the Stillwater Crossings Condominium Association of additional Real Estate added to the Association. The enclosed notice represents Ryland's obligation.

At this time Ryland Homes will be adding Lot 4, Block 1, Stillwater Crossings 2nd Addition to the Condominium Association.

If you have any questions please contact your sales representative.

Sincerely,

A handwritten signature in black ink that reads "Karatine Demarais". The signature is fluid and cursive, with a large, stylized initial 'K' and 'D'.

Karatine Demarais
Land Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN
1222 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

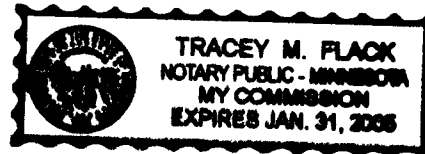
SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

Karoline Demarais

Subscribed and sworn to before me
this 16th day of August, 2001.

Tracey M. Flack
Notary Public
idmsmpl:454568_1



**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM
WASHINGTON COUNTY, MINNESOTA**

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

The Ryland Group, Inc., a Maryland corporation, the Declarant in that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, dated June 3, 2000 and filed of record June 8, 2000 in the office of the Washington County Recorder as Document No. 3107322 (the "Condominium Declaration"), HEREBY GIVES NOTICE of its intention to add Additional Real Estate to said Common Interest Community pursuant to Minnesota Statutes § 515B.2-111 and pursuant to Section 15 of said Condominium Declaration.

Declarant further gives notice of its intention to subject the Additional Real Estate legally described in the Eleventh Amendment to the Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium to the terms and conditions of the Condominium Declaration. A copy of said Eleventh Amendment to the Declaration of Common Interest Community will be provided to you at no cost within five (5) business days of receipt of your request therefor.

The Ryland Group, Inc.

By: _____

Its: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)



The foregoing instrument was acknowledged before me this 16th day of August, 2001, by Steven Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.

Tracey M. Flack
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
(612) 347-0700
idmsmpl:458020_1

CURRENT TAXES PAID IN FULL
AUDITOR-TREASURER, BY SK

3188744



ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

October 24, 2001
MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY Debra A. Nelson
DEPUTY

Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:

2001/10/24 3:32:00 PM

3188744



Cindy Kosmann
County Recorder

By: Cindy Kosmann

21.00
AC

rec'd 12/10

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
TWELFTH AMENDMENT TO
DECLARATION

THIS TWELFTH AMENDMENT is made this 16th day of August, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document

No. 3167050, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the ____ day of _____, 2001 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 3, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Twelfth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms,

declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.

3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1401 through 1408, inclusive, and are more particularly described on the Twelfth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Twelfth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.

4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Twelfth Amendment and as shown on the Twelfth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.

Those items or areas designated as Limited Common Elements on the Twelfth Supplemental C.I.C. Plat or by the Act.

Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Twelfth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Twelfth Amendment.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Declarant has caused this Twelfth Amendment to be executed as of the day and year first above written.

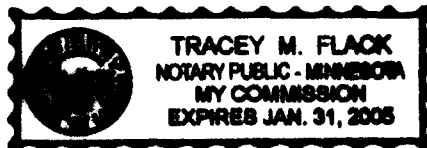
THE RYLAND GROUP, INC.

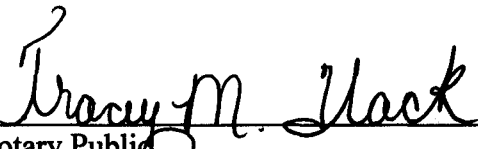
By: 

Its: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 16th day of August, 2001, by Steven Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.




Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:461998_1

TWELFTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A

**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS AND
VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Twelfth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/90	1/90	1
202	1/90	1/90	1
203	1/90	1/90	1
204	1/90	1/90	1
205	1/90	1/90	1
206	1/90	1/90	1
301	1/90	1/90	1
302	1/90	1/90	1
303	1/90	1/90	1
304	1/90	1/90	1
305	1/90	1/90	1
306	1/90	1/90	1
401	1/90	1/90	1
402	1/90	1/90	1
403	1/90	1/90	1
404	1/90	1/90	1
405	1/90	1/90	1
406	1/90	1/90	1
501	1/90	1/90	1
502	1/90	1/90	1
503	1/90	1/90	1
504	1/90	1/90	1
505	1/90	1/90	1

506	1/90	1/90	1
507	1/90	1/90	1
508	1/90	1/90	1
601	1/90	1/90	1
602	1/90	1/90	1
603	1/90	1/90	1
604	1/90	1/90	1
605	1/90	1/90	1
606	1/90	1/90	1
607	1/90	1/90	1
608	1/90	1/90	1
701	1/90	1/90	1
702	1/90	1/90	1
703	1/90	1/90	1
704	1/90	1/90	1
705	1/90	1/90	1
706	1/90	1/90	1
801	1/90	1/90	1
802	1/90	1/90	1
803	1/90	1/90	1
804	1/90	1/90	1
805	1/90	1/90	1
806	1/90	1/90	1
901	1/90	1/90	1
902	1/90	1/90	1
903	1/90	1/90	1
904	1/90	1/90	1
905	1/90	1/90	1
906	1/90	1/90	1
907	1/90	1/90	1
908	1/90	1/90	1
1001	1/90	1/90	1
1002	1/90	1/90	1
1003	1/90	1/90	1
1004	1/90	1/90	1
1005	1/90	1/90	1
1006	1/90	1/90	1
1101	1/90	1/90	1
1102	1/90	1/90	1
1103	1/90	1/90	1
1104	1/90	1/90	1
1105	1/90	1/90	1
1106	1/90	1/90	1
1201	1/90	1/90	1
1202	1/90	1/90	1
1203	1/90	1/90	1

1204	1/90	1/90	1
1205	1/90	1/90	1
1206	1/90	1/90	1
1207	1/90	1/90	1
1208	1/90	1/90	1
1301	1/90	1/90	1
1302	1/90	1/90	1
1303	1/90	1/90	1
1304	1/90	1/90	1
1305	1/90	1/90	1
1306	1/90	1/90	1
1307	1/90	1/90	1
1308	1/90	1/90	1
1401	1/90	1/90	1
1402	1/90	1/90	1
1403	1/90	1/90	1
1404	1/90	1/90	1
1405	1/90	1/90	1
1406	1/90	1/90	1
1407	1/90	1/90	1
1408	1/90	1/90	1
TOTALS	1.0	1.0	90

[the remainder of this page is left intentionally blank]

TWELFTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B

ADDITIONAL REAL ESTATE

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 and 2, inclusive, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM
WASHINGTON COUNTY, MINNESOTA**

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

The Ryland Group, Inc., a Maryland corporation, the Declarant in that certain Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium, dated June 3, 2000 and filed of record June 8, 2000 in the office of the Washington County Recorder as Document No. 3107322 (the "Condominium Declaration"), HEREBY GIVES NOTICE of its intention to add Additional Real Estate to said Common Interest Community pursuant to Minnesota Statutes § 515B.2-111 and pursuant to Section 15 of said Condominium Declaration.

Declarant further gives notice of its intention to subject the Additional Real Estate legally described in the Twelfth Amendment to the Declaration of Common Interest Community Number 140, Stillwater Crossings Condominium to the terms and conditions of the Condominium Declaration. A copy of said Twelfth Amendment to the Declaration of Common Interest Community will be provided to you at no cost within five (5) business days of receipt of your request therefor.

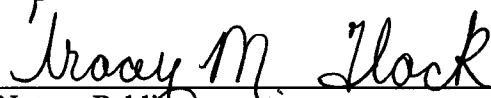
The Ryland Group, Inc.

By: _____

Its: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

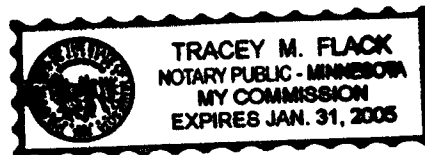
The foregoing instrument was acknowledged before me this 16th day of August, 2001, by Steven Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
(612) 347-0700

idmsmpl:461997_1



[illegible]

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN
1222 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

Karaline Demaris

Subscribed and sworn to before me
this 16th day of August, 2001.

Tracey M. Flack
Notary Public
idmsmpl:454568_1



The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 20035443

www.ryland.com

August 16, 2001

Stillwater Crossings
Condominium Unit Owner

Dear Resident:

Ryland Homes is legally responsible to notify all current residents of the Stillwater Crossings Condominium Association of additional Real Estate added to the Association. The enclosed notice represents Ryland's obligation.

At this time Ryland Homes will be adding Lot 3, Block 1, Stillwater Crossings 2nd Addition to the Condominium Association.

If you have any questions please contact your sales representative.

Sincerely,



Karaline Demarais
Land Administrator

CURRENT TAXES PAID IN FULL
AUDITOR-TREASURER, BY DN

3194016



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2001/11/16 3:16:00 PM

3194016



Cindy Koosmann
County Recorder

By: Cindy Koosmann

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

November 16, 2001
MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY Debra A. Nelson
DEPUTY

20.50
2.50
22.50

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
THIRTEENTH AMENDMENT TO
DECLARATION

THIS THIRTEENTH AMENDMENT is made this 12th day of November, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document

No. 3167050, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16 day of August, 2001 and filed of record on the 30 day of August, 2001 in the office of the County Recorder for Washington County, as Document No. 3177697, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16 day of August, 2001 and filed of record on the 14 day of September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16 day of August, 2001 and filed of record on the 24 day of ~~October~~ September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Twelfth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16 day of August, 2001 and filed of record on the 24 day of October, 2001 in the office of the County Recorder for Washington County, as Document No. 3188744, to add a portion of the Additional Real Estate to the Condominium (the "Twelfth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 2, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Thirteenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1501 through 1508, inclusive, and are more particularly described on the Thirteenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Thirteenth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Thirteenth Amendment and as shown on the Thirteenth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:
 - a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
 - b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.

- c) Those items or areas designated as Limited Common Elements on the Thirteenth Supplemental C.I.C. Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Thirteenth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Thirteenth Amendment.

IN WITNESS WHEREOF, Declarant has caused this Thirteenth Amendment to be executed as of the day and year first above written.

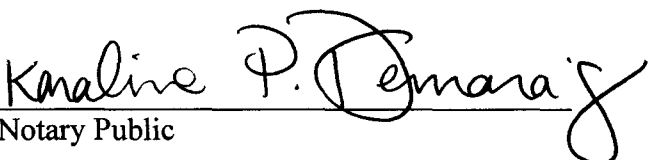
THE RYLAND GROUP, INC.

By: 

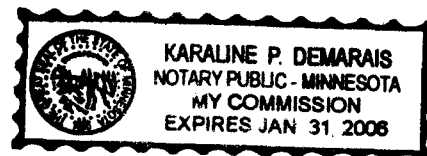
Its: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 12th day of November, 2001, by Steven J. Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.


Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:465286_1



THIRTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Thirteenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/98	1/98	1
202	1/98	1/98	1
203	1/98	1/98	1
204	1/98	1/98	1
205	1/98	1/98	1
206	1/98	1/98	1
301	1/98	1/98	1
302	1/98	1/98	1
303	1/98	1/98	1
304	1/98	1/98	1
305	1/98	1/98	1
306	1/98	1/98	1
401	1/98	1/98	1
402	1/98	1/98	1
403	1/98	1/98	1
404	1/98	1/98	1
405	1/98	1/98	1
406	1/98	1/98	1
501	1/98	1/98	1
502	1/98	1/98	1
503	1/98	1/98	1
504	1/98	1/98	1

505	1/98	1/98	1
506	1/98	1/98	1
507	1/98	1/98	1
508	1/98	1/98	1
601	1/98	1/98	1
602	1/98	1/98	1
603	1/98	1/98	1
604	1/98	1/98	1
605	1/98	1/98	1
606	1/98	1/98	1
607	1/98	1/98	1
608	1/98	1/98	1
701	1/98	1/98	1
702	1/98	1/98	1
703	1/98	1/98	1
704	1/98	1/98	1
705	1/98	1/98	1
706	1/98	1/98	1
801	1/98	1/98	1
802	1/98	1/98	1
803	1/98	1/98	1
804	1/98	1/98	1
805	1/98	1/98	1
806	1/98	1/98	1
901	1/98	1/98	1
902	1/98	1/98	1
903	1/98	1/98	1
904	1/98	1/98	1
905	1/98	1/98	1
906	1/98	1/98	1
907	1/98	1/98	1
908	1/98	1/98	1
1001	1/98	1/98	1
1002	1/98	1/98	1
1003	1/98	1/98	1
1004	1/98	1/98	1
1005	1/98	1/98	1
1006	1/98	1/98	1
1101	1/98	1/98	1
1102	1/98	1/98	1
1103	1/98	1/98	1
1104	1/98	1/98	1
1105	1/98	1/98	1
1106	1/98	1/98	1
1201	1/98	1/98	1
1202	1/98	1/98	1

1203	1/98	1/98	1
1204	1/98	1/98	1
1205	1/98	1/98	1
1206	1/98	1/98	1
1207	1/98	1/98	1
1208	1/98	1/98	1
1301	1/98	1/98	1
1302	1/98	1/98	1
1303	1/98	1/98	1
1304	1/98	1/98	1
1305	1/98	1/98	1
1306	1/98	1/98	1
1307	1/98	1/98	1
1308	1/98	1/98	1
1401	1/98	1/98	1
1402	1/98	1/98	1
1403	1/98	1/98	1
1404	1/98	1/98	1
1405	1/98	1/98	1
1406	1/98	1/98	1
1407	1/98	1/98	1
1408	1/98	1/98	1
1501	1/98	1/98	1
1502	1/98	1/98	1
1503	1/98	1/98	1
1504	1/98	1/98	1
1505	1/98	1/98	1
1506	1/98	1/98	1
1507	1/98	1/98	1
1508	<u>1/98</u>	<u>1/98</u>	<u>1</u>
TOTALS	1.0	1.0	98

[the remainder of this page is left intentionally blank]

THIRTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B
ADDITIONAL REAL ESTATE

Lot 1, Block 1,
Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lot 1, Block 1, and
Lots 1 through 4, inclusive, Block 2,
Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County,
Minnesota.

[the remainder of this page is left intentionally blank]

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
TILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

TRASBURG, KRISTINE
109 TIMBER WAY
TILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

PANGLER, RITA
121 BERGMANN DRIVE
TILLWATER MN 55082

NAGEL, PETER & MEYER, MICHELLE
1125 BERGMANN DRIVE
STILLWATER MN 55082

LYNN, DAVID & WENDY
127 BERGMANN DRIVE
TILLWATER MN 55082

HEINS, PAUL & DEBRA
1129 BERGMANN DRIVE
STILLWATER MN 55082

LAIR, SEAN & HANSEN-BLAIR, JAMMI
133 BERGMANN DRIVE
TILLWATER MN 55082

ROEHRENBACH, MELISSA
1135 BERGMANN DRIVE
STILLWATER MN 55082

RADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

STEPHENS, KATHRYN
1154 BERGMANN DRIVE
STILLWATER MN 55082

CADWALLADER, LISA & RIES, BRYAN
1150 BERGMANN DRIVE
STILLWATER MN 55082

COOK, JILL
1146 BERGMANN DRIVE
STILLWATER MN 55082

VELDE, JO ANN
1142 BERGMANN DRIVE
STILLWATER MN 55082

CATHERINE NOREEN
1141 BERGMANN DRIVE
STILLWATER MN 55082

LARSON, JUDITH
1145 BERGMANN DRIVE
STILLWATER MN 55082

TUSA, REBECCA & PARKER, DAVID
1149 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

ROSSOW, DARLENE
1152 BERGMANN DRIVE
STILLWATER MN 55082

HEISE-NEFF, CHERYL
1148 BERGMANN DRIVE
STILLWATER MN 55082

CRAWFORD, ROBERT
1144 BERGMANN DRIVE
STILLWATER MN 55082

KLEIN, STEVEN & CAROL
1140 BERGMANN DRIVE
STILLWATER MN 55082

LOECHLER, KATHY
1143 BERGMANN DRIVE
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

ROSE, ANDREW
1151 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN
1222 BERGMANN DRIVE
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

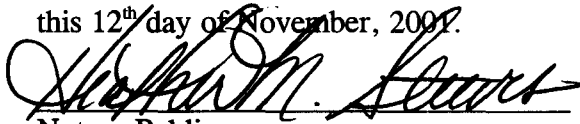
SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

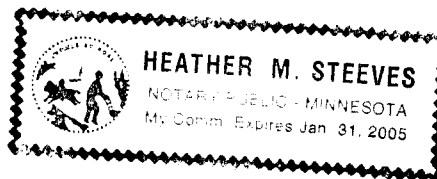
SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

FRENCH, C. & ROSENBUSH, R.
1255 BERGMANN DR
STILLWATER MN 55082

Kathleen P. Demaria

Subscribed and sworn to before me
this 12th day of November, 2001.


Notary Public
idmsmpl:465288_1



CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY Rgt

3200069



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2001/12/07 4:10:00 PM

3200069



Cindy Koosmann
County Recorder

By: Cindy Koosmann

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

Molly F. O'Rourke
MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY Rebecca J. Ault
DEPUTY

Ret: Metro Legal

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
FOURTEENTH AMENDMENT TO
DECLARATION

22.00
TAC

THIS FOURTEENTH AMENDMENT is made this 3rd day of December, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document

No. 3167050, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2001 and filed of record on the 13th day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167741, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 30th day of August, 2001 in the office of the County Recorder for Washington County, as Document No. 3177697, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 14th day of September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Twelfth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 24th day of October, 2001 in the office of the County Recorder for Washington County, as Document No. 3188744, to add a portion of the Additional Real Estate to the Condominium (the "Twelfth Amendment").

The Condominium Declaration was heretofore further amended by that certain Thirteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 12th day of November, 2001 and filed of record on the 16 day of November, 2001 in the office of the County Recorder for Washington County, as Document No. 3194016, to add a portion of the Additional Real Estate to the Condominium (the "Thirteenth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 1, Block 1, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Fourteenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1601 through 1606, inclusive, and are more particularly described on the Fourteenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Fourteenth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Fourteenth Amendment and as shown on the Fourteenth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:
 - a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional

Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
 - c) Those items or areas designated as Limited Common Elements on the Fourteenth Supplemental C.I.C. Plat or by the Act.
 - d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.
6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.
7. This Fourteenth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Fourteenth Amendment.

[the remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Fourteenth Amendment to be executed as of the day and year first above written.

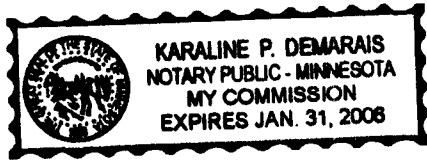
THE RYLAND GROUP, INC.

By:

Its Assistant Vice President

[illegible]

The foregoing instrument was acknowledged before me this 3rd day of December, 2001, by Steven J. Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Karoline P. Tamara
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:466991 1

FOURTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
**ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS**

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Fourteenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/104	1/104	1
202	1/104	1/104	1
203	1/104	1/104	1
204	1/104	1/104	1
205	1/104	1/104	1
206	1/104	1/104	1
301	1/104	1/104	1
302	1/104	1/104	1
303	1/104	1/104	1
304	1/104	1/104	1
305	1/104	1/104	1
306	1/104	1/104	1
401	1/104	1/104	1
402	1/104	1/104	1
403	1/104	1/104	1
404	1/104	1/104	1
405	1/104	1/104	1
406	1/104	1/104	1
501	1/104	1/104	1
502	1/104	1/104	1
503	1/104	1/104	1
504	1/104	1/104	1

505	1/104	1/104	1
506	1/104	1/104	1
507	1/104	1/104	1
508	1/104	1/104	1
601	1/104	1/104	1
602	1/104	1/104	1
603	1/104	1/104	1
604	1/104	1/104	1
605	1/104	1/104	1
606	1/104	1/104	1
607	1/104	1/104	1
608	1/104	1/104	1
701	1/104	1/104	1
702	1/104	1/104	1
703	1/104	1/104	1
704	1/104	1/104	1
705	1/104	1/104	1
706	1/104	1/104	1
801	1/104	1/104	1
802	1/104	1/104	1
803	1/104	1/104	1
804	1/104	1/104	1
805	1/104	1/104	1
806	1/104	1/104	1
901	1/104	1/104	1
902	1/104	1/104	1
903	1/104	1/104	1
904	1/104	1/104	1
905	1/104	1/104	1
906	1/104	1/104	1
907	1/104	1/104	1
908	1/104	1/104	1
1001	1/104	1/104	1
1002	1/104	1/104	1
1003	1/104	1/104	1
1004	1/104	1/104	1
1005	1/104	1/104	1
1006	1/104	1/104	1
1101	1/104	1/104	1
1102	1/104	1/104	1
1103	1/104	1/104	1
1104	1/104	1/104	1
1105	1/104	1/104	1
1106	1/104	1/104	1
1201	1/104	1/104	1
1202	1/104	1/104	1

1203	1/104	1/104	1
1204	1/104	1/104	1
1205	1/104	1/104	1
1206	1/104	1/104	1
1207	1/104	1/104	1
1208	1/104	1/104	1
1301	1/104	1/104	1
1302	1/104	1/104	1
1303	1/104	1/104	1
1304	1/104	1/104	1
1305	1/104	1/104	1
1306	1/104	1/104	1
1307	1/104	1/104	1
1308	1/104	1/104	1
1401	1/104	1/104	1
1402	1/104	1/104	1
1403	1/104	1/104	1
1404	1/104	1/104	1
1405	1/104	1/104	1
1406	1/104	1/104	1
1407	1/104	1/104	1
1408	1/104	1/104	1
1501	1/104	1/104	1
1502	1/104	1/104	1
1503	1/104	1/104	1
1504	1/104	1/104	1
1505	1/104	1/104	1
1506	1/104	1/104	1
1507	1/104	1/104	1
1508	1/104	1/104	1
1601	1/104	1/104	1
1602	1/104	1/104	1
1603	1/104	1/104	1
1604	1/104	1/104	1
1605	1/104	1/104	1
1606	<u>1/104</u>	<u>1/104</u>	<u>1</u>
TOTALS	1.0	1.0	104

[the remainder of this page is left intentionally blank]

FOURTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B
ADDITIONAL REAL ESTATE

Lot 1, Block 1, Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 4, inclusive, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota.

[the remainder of this page is left intentionally blank]

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 3rd day of December, 2001, he/she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

HARSTAD, M. & REESE, M.
1130 BERGMANN DRIVE
STILLWATER MN 55082

HARVEY, PAUL & ELAINE
1120 BERGMANN DRIVE
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

MAYAVSKI, WILLIAM & JOLYNN
1124 BERGMANN DRIVE
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

SPANGLER, RITA
1121 BERGMANN DRIVE
STILLWATER MN 55082

LEDBETTER, J. & SARAH
1123 BERGMANN DRIVE
STILLWATER MN 55082

FLYNN, DAVID & WENDY
1127 BERGMANN DRIVE
STILLWATER MN 55082

HILL, SHERRY
1131 BERGMANN DRIVE
STILLWATER MN 55082

ROEHRENBACH, MELISSA
1135 BERGMANN DRIVE
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

ROSSOW, DARLENE
1152 BERGMANN DRIVE
STILLWATER MN 55082

HEISE-NEFF, CHERYL
1148 BERGMANN DRIVE
STILLWATER MN 55082

CRAWFORD, ROBERT
1144 BERGMANN DRIVE
STILLWATER MN 55082

KLEIN, STEVEN & CAROL
1140 BERGMANN DRIVE
STILLWATER MN 55082

NAGEL, PETER & MEYER, MICHELLE
1125 BERGMANN DRIVE
STILLWATER MN 55082

HEINS, PAUL & DEBRA
1129 BERGMANN DRIVE
STILLWATER MN 55082

BLAIR, SEAN & HANSEN-BLAIR, JAMMI
1133 BERGMANN DRIVE
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

STEPHENS, KATHRYN
1154 BERGMANN DRIVE
STILLWATER MN 55082

CADWALLADER, LISA & RIES, BRY
1150 BERGMANN DRIVE
STILLWATER MN 55082

COOK, JILL
1146 BERGMANN DRIVE
STILLWATER MN 55082

VELDE, JO ANN
1142 BERGMANN DRIVE
STILLWATER MN 55082

CATHERINE NOREEN
1141 BERGMANN DRIVE
STILLWATER MN 55082

LOECHLER, KATHY
1143 BERGMANN DRIVE
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

ROSE, ANDREW
1151 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, G. & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, R. & G.
1181 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

LARSON, JUDITH
1145 BERGMANN DRIVE
STILLWATER MN 55082

TUSA, REBECCA & PARKER, DAVID
1149 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, S.
1175 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN
1222 BERGMANN DRIVE
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

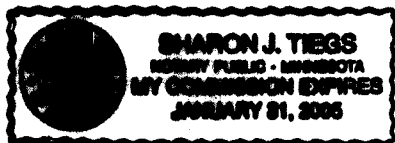
SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

Kmaline Demanaig

Subscribed and sworn to before me
this 3rd day of December, 2001.

Sharon J. Tiegs
Notary Public
idmsmpl:466993_1



RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 20035443

www.ryland.com

December 3, 2001

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

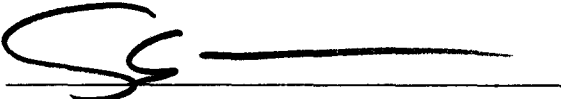
Dear Homeowner:

As required under Minnesota Statutes section 515B.2-111, this letter shall serve as notice that The Ryland Group, Inc., as Declarant under the Declaration of Common Interest Community No. 140, Stillwater Crossings Condominium, recorded in the Office of the Washington County Recorder as Document No. 3107322 (the "Declaration"), intends to exercise its Special Declarant Rights under sections 14.8 and 15 of the Declaration to add additional real estate to said Common Interest Community and subject such additional real estate to the terms of the Declaration.

A copy of the Fourteenth and Fifteenth Amendment to the Declaration describing the additional real estate and adding it to the Common Interest Community is available to you (at the offices of Ryland Homes, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439 or by calling Karaline at 952-944-7701). Such copy will be made available to you at no charge within five (5) business days of your request.

Yours truly,

The Ryland Group, Inc.,
a Maryland corporation

By: 

Its Assistant Vice President

idmsmpl:466992_1

RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 20035443

www.ryland.com

December 3, 2001

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

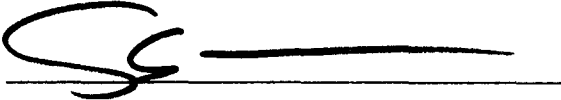
Dear Homeowner:

As required under Minnesota Statutes section 515B.2-111, this letter shall serve as notice that The Ryland Group, Inc., as Declarant under the Declaration of Common Interest Community No. 140, Stillwater Crossings Condominium, recorded in the Office of the Washington County Recorder as Document No. 3107322 (the "Declaration"), intends to exercise its Special Declarant Rights under sections 14.8 and 15 of the Declaration to add additional real estate to said Common Interest Community and subject such additional real estate to the terms of the Declaration.

A copy of the Fourteenth and Fifteenth Amendment to the Declaration describing the additional real estate and adding it to the Common Interest Community is available to you (at the offices of Ryland Homes, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439 or by calling Karaline at 952-944-7701). Such copy will be made available to you at no charge within five (5) business days of your request.

Yours truly,

The Ryland Group, Inc.,
a Maryland corporation

By: 

Its Assistant Vice President

idmsmpl:466992_1

3207876



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:

2002/01/10 4:03:00 PM

3207876



Cindy Koosmann
County Recorder

By: *Cindy Koosmann*

CURRENT TAXES-PAID IN FULL
AUDITOR-TREASURER, BY *[Signature]*

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

PRIORITY
WALK-THRU

Molly F. O'Rourke
MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY *Rebecca J. Ault*
DEPUTY

*21.00
AC (58.50)*

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
FIFTEENTH AMENDMENT TO
DECLARATION

THIS FIFTEENTH AMENDMENT is made this 3rd day of December, 2001, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document

No. 3167075, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 13th day of July, 2001 and filed of record on the 13th day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167741, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 30th day of August, 2001 in the office of the County Recorder for Washington County, as Document No. 3177697, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 14th day of September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Twelfth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 24th day of October, 2001 in the office of the County Recorder for Washington County, as Document No. 3188744, to add a portion of the Additional Real Estate to the Condominium (the "Twelfth Amendment").

The Condominium Declaration was heretofore further amended by that certain Thirteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 12th day of November, 2001 and filed of record on the 16th day of November, 2001 in the office of the County Recorder for Washington County, as Document No. 3194016, to add a portion of the Additional Real Estate to the Condominium (the "Thirteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001, and filed of record on the 7th day of December, 2001 in the office of the County Recorder for Washington County, as Document No. 3200069, to add a portion of the Additional Real Estate to the Condominium (the "Fourteenth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 4, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Fifteenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1701 through 1708, inclusive, and are more particularly described on the Fifteenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Fifteenth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Fifteenth Amendment and as shown on the Fifteenth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Fifteenth Supplemental C.I.C. Plat or by the Act.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Fifteenth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Fifteenth Amendment.

[the remainder of this page is left intentionally blank]

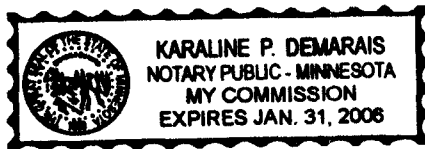
IN WITNESS WHEREOF, Declarant has caused this Fifteenth Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.

By: SS

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 3rd day of December, 2001, by Steven J. Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Karaline P. Demaris
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:473270_1

[the remainder of this page is left intentionally blank]

FIFTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Fifteenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/112	1/112	1
202	1/112	1/112	1
203	1/112	1/112	1
204	1/112	1/112	1
205	1/112	1/112	1
206	1/112	1/112	1
301	1/112	1/112	1
302	1/112	1/112	1
303	1/112	1/112	1
304	1/112	1/112	1
305	1/112	1/112	1
306	1/112	1/112	1
401	1/112	1/112	1
402	1/112	1/112	1
403	1/112	1/112	1
404	1/112	1/112	1
405	1/112	1/112	1
406	1/112	1/112	1
501	1/112	1/112	1
502	1/112	1/112	1
503	1/112	1/112	1
504	1/112	1/112	1
505	1/112	1/112	1

506	1/112	1/112	1
507	1/112	1/112	1
508	1/112	1/112	1
601	1/112	1/112	1
602	1/112	1/112	1
603	1/112	1/112	1
604	1/112	1/112	1
605	1/112	1/112	1
606	1/112	1/112	1
607	1/112	1/112	1
608	1/112	1/112	1
701	1/112	1/112	1
702	1/112	1/112	1
703	1/112	1/112	1
704	1/112	1/112	1
705	1/112	1/112	1
706	1/112	1/112	1
801	1/112	1/112	1
802	1/112	1/112	1
803	1/112	1/112	1
804	1/112	1/112	1
805	1/112	1/112	1
806	1/112	1/112	1
901	1/112	1/112	1
902	1/112	1/112	1
903	1/112	1/112	1
904	1/112	1/112	1
905	1/112	1/112	1
906	1/112	1/112	1
907	1/112	1/112	1
908	1/112	1/112	1
1001	1/112	1/112	1
1002	1/112	1/112	1
1003	1/112	1/112	1
1004	1/112	1/112	1
1005	1/112	1/112	1
1006	1/112	1/112	1
1101	1/112	1/112	1
1102	1/112	1/112	1
1103	1/112	1/112	1
1104	1/112	1/112	1
1105	1/112	1/112	1
1106	1/112	1/112	1
1201	1/112	1/112	1
1202	1/112	1/112	1
1203	1/112	1/112	1

1204	1/112	1/112	1
1205	1/112	1/112	1
1206	1/112	1/112	1
1207	1/112	1/112	1
1208	1/112	1/112	1
1301	1/112	1/112	1
1302	1/112	1/112	1
1303	1/112	1/112	1
1304	1/112	1/112	1
1305	1/112	1/112	1
1306	1/112	1/112	1
1307	1/112	1/112	1
1308	1/112	1/112	1
1401	1/112	1/112	1
1402	1/112	1/112	1
1403	1/112	1/112	1
1404	1/112	1/112	1
1405	1/112	1/112	1
1406	1/112	1/112	1
1407	1/112	1/112	1
1408	1/112	1/112	1
1501	1/112	1/112	1
1502	1/112	1/112	1
1503	1/112	1/112	1
1504	1/112	1/112	1
1505	1/112	1/112	1
1506	1/112	1/112	1
1507	1/112	1/112	1
1508	1/112	1/112	1
1601	1/112	1/112	1
1602	1/112	1/112	1
1603	1/112	1/112	1
1604	1/112	1/112	1
1605	1/112	1/112	1
1606	1/112	1/112	1
1701	1/112	1/112	1
1702	1/112	1/112	1
1703	1/112	1/112	1
1704	1/112	1/112	1
1705	1/112	1/112	1
1706	1/112	1/112	1
1707	1/112	1/112	1
1708	<u>1/112</u>	<u>1/112</u>	<u>1</u>
TOTALS	1.0	1.0	112

FIFTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B
ADDITIONAL REAL ESTATE

Lot 1, Block 1, Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 through 3, inclusive, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota.

[the remainder of this page is left intentionally blank]

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 3rd day of December, 2001, he/she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

HARSTAD, M. & REESE, M.
1130 BERGMANN DRIVE
STILLWATER MN 55082

HARVEY, PAUL & ELAINE
1120 BERGMANN DRIVE
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

MAYAVSKI, WILLIAM & JOLYNN
1124 BERGMANN DRIVE
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

SPANGLER, RITA
1121 BERGMANN DRIVE
STILLWATER MN 55082

LEDBETTER, J. & SARAH
1123 BERGMANN DRIVE
STILLWATER MN 55082

FLYNN, DAVID & WENDY
1127 BERGMANN DRIVE
STILLWATER MN 55082

HILL, SHERRY
1131 BERGMANN DRIVE
STILLWATER MN 55082

ROEHRENBACH, MELISSA
1135 BERGMANN DRIVE
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

ROSSOW, DARLENE
1152 BERGMANN DRIVE
STILLWATER MN 55082

HEISE-NEFF, CHERYL
1148 BERGMANN DRIVE
STILLWATER MN 55082

CRAWFORD, ROBERT
1144 BERGMANN DRIVE
STILLWATER MN 55082

KLEIN, STEVEN & CAROL
1140 BERGMANN DRIVE
STILLWATER MN 55082

NAGEL, PETER & MEYER, MICHELLE
1125 BERGMANN DRIVE
STILLWATER MN 55082

HEINS, PAUL & DEBRA
1129 BERGMANN DRIVE
STILLWATER MN 55082

BLAIR, SEAN & HANSEN-BLAIR, JAMMI
1133 BERGMANN DRIVE
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

STEPHENS, KATHRYN
1154 BERGMANN DRIVE
STILLWATER MN 55082

CADWALLADER, LISA & RIES, BRY
1150 BERGMANN DRIVE
STILLWATER MN 55082

COOK, JILL
1146 BERGMANN DRIVE
STILLWATER MN 55082

VELDE, JO ANN
1142 BERGMANN DRIVE
STILLWATER MN 55082

CATHERINE NOREEN
1141 BERGMANN DRIVE
STILLWATER MN 55082

LOECHLER, KATHY
1143 BERGMANN DRIVE
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

ROSE, ANDREW
1151 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, G. & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, R. & G.
1181 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

LARSON, JUDITH
1145 BERGMANN DRIVE
STILLWATER MN 55082

TUSA, REBECCA & PARKER, DAVID
1149 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, S.
1175 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN
1222 BERGMANN DRIVE
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

Karaline Demaris

Subscribed and sworn to before me
this 3rd day of December, 2001.

Sharon J. Tieg

Notary Public

idmsmpl:466993_1



RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 20035443

www.ryland.com

December 3, 2001

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

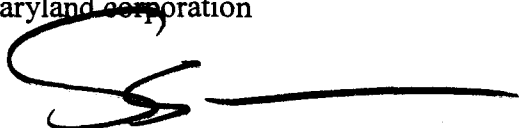
Dear Homeowner:

As required under Minnesota Statutes section 515B.2-111, this letter shall serve as notice that The Ryland Group, Inc., as Declarant under the Declaration of Common Interest Community No. 140, Stillwater Crossings Condominium, recorded in the Office of the Washington County Recorder as Document No. 3107322 (the "Declaration"), intends to exercise its Special Declarant Rights under sections 14.8 and 15 of the Declaration to add additional real estate to said Common Interest Community and subject such additional real estate to the terms of the Declaration.

A copy of the Fourteenth and Fifteenth Amendment to the Declaration describing the additional real estate and adding it to the Common Interest Community is available to you (at the offices of Ryland Homes, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439 or by calling Karaline at 952-944-7701). Such copy will be made available to you at no charge within five (5) business days of your request.

Yours truly,

The Ryland Group, Inc.,
a Maryland corporation

By:  _____

Its Assistant Vice President

idmsmpl:466992_1

3212610



Office of the
County Recorder
Washington County, MN

Certified filed and/or recorded on:
2002/02/08 3:34:00 PM

3212610



Cindy Kocemann
County Recorder

By: *Cindy Kocemann*

[Signature]
AUDITOR-TREASURER, BY
CURRENT TAXES PAID IN FULL

ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

Molly F. O'Rourke
MOLLY F. O'ROURKE, AUDITOR-TREASURER

BY *Rebecca J. Ault*
DEPUTY

COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
SIXTEENTH AMENDMENT TO
DECLARATION

Metro Legal
21.00
[Signature]

THIS SIXTEENTH AMENDMENT is made this 4th day of February, 2002, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document

No. 3167075, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29 day of June, 2001 and filed of record on the 13th day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167741, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 30th day of August, 2001 in the office of the County Recorder for Washington County, as Document No. 3177697, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 14th day of September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Twelfth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 24th day of October, 2001 in the office of the County Recorder for Washington County, as Document No. 3188744, to add a portion of the Additional Real Estate to the Condominium (the "Twelfth Amendment").

The Condominium Declaration was heretofore further amended by that certain Thirteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 12th day of November, 2001 and filed of record on the 16th day of November, 2001 in the office of the County Recorder for Washington County, as Document No. 3194016, to add a portion of the Additional Real Estate to the Condominium (the "Thirteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 7th day of December, 2001 in the office of the County Recorder for Washington County, as Document No. 3200069, to add a portion of the Additional Real Estate to the Condominium (the "Fourteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 10th day of January, 2002 in the office of the County Recorder for Washington County, as Document No. 3207876 to add a portion of the Additional Real Estate to the Condominium (the "Fifteenth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 3, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Sixteenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1801 through 1808, inclusive, and are more particularly described on the Sixteenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Sixteenth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Sixteenth Amendment and as shown on the Sixteenth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Sixteenth Supplemental C.I.C. Plat or by the Act are Limited Common Elements allocated exclusively to the units served.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Sixteenth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Sixteenth Amendment.

[the remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Sixteenth Amendment to be executed as of the day and year first above written.

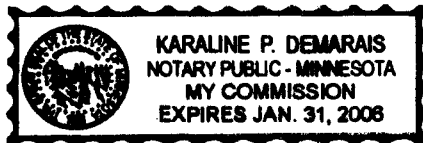
THE RYLAND GROUP, INC.

By: SS

Its: Asst Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 4th day of February, 2002, by Steven J. Logan, the Asst. Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Karaline P. Demarais
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:477030_1

[the remainder of this page is left intentionally blank]

SIXTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
ALLOCATION OF COMMON ELEMENTS, COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Sixteenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/120	1/120	1
202	1/120	1/120	1
203	1/120	1/120	1
204	1/120	1/120	1
205	1/120	1/120	1
206	1/120	1/120	1
301	1/120	1/120	1
302	1/120	1/120	1
303	1/120	1/120	1
304	1/120	1/120	1
305	1/120	1/120	1
306	1/120	1/120	1
401	1/120	1/120	1
402	1/120	1/120	1
403	1/120	1/120	1
404	1/120	1/120	1
405	1/120	1/120	1
406	1/120	1/120	1
501	1/120	1/120	1
502	1/120	1/120	1
503	1/120	1/120	1
504	1/120	1/120	1

505	1/120	1/120	1
506	1/120	1/120	1
507	1/120	1/120	1
508	1/120	1/120	1
601	1/120	1/120	1
602	1/120	1/120	1
603	1/120	1/120	1
604	1/120	1/120	1
605	1/120	1/120	1
606	1/120	1/120	1
607	1/120	1/120	1
608	1/120	1/120	1
701	1/120	1/120	1
702	1/120	1/120	1
703	1/120	1/120	1
704	1/120	1/120	1
705	1/120	1/120	1
706	1/120	1/120	1
801	1/120	1/120	1
802	1/120	1/120	1
803	1/120	1/120	1
804	1/120	1/120	1
805	1/120	1/120	1
806	1/120	1/120	1
901	1/120	1/120	1
902	1/120	1/120	1
903	1/120	1/120	1
904	1/120	1/120	1
905	1/120	1/120	1
906	1/120	1/120	1
907	1/120	1/120	1
908	1/120	1/120	1
1001	1/120	1/120	1
1002	1/120	1/120	1
1003	1/120	1/120	1
1004	1/120	1/120	1
1005	1/120	1/120	1
1006	1/120	1/120	1
1101	1/120	1/120	1
1102	1/120	1/120	1
1103	1/120	1/120	1
1104	1/120	1/120	1
1105	1/120	1/120	1
1106	1/120	1/120	1
1201	1/120	1/120	1
1202	1/120	1/120	1

1203	1/120	1/120	1
1204	1/120	1/120	1
1205	1/120	1/120	1
1206	1/120	1/120	1
1207	1/120	1/120	1
1208	1/120	1/120	1
1301	1/120	1/120	1
1302	1/120	1/120	1
1303	1/120	1/120	1
1304	1/120	1/120	1
1305	1/120	1/120	1
1306	1/120	1/120	1
1307	1/120	1/120	1
1308	1/120	1/120	1
1401	1/120	1/120	1
1402	1/120	1/120	1
1403	1/120	1/120	1
1404	1/120	1/120	1
1405	1/120	1/120	1
1406	1/120	1/120	1
1407	1/120	1/120	1
1408	1/120	1/120	1
1501	1/120	1/120	1
1502	1/120	1/120	1
1503	1/120	1/120	1
1504	1/120	1/120	1
1505	1/120	1/120	1
1506	1/120	1/120	1
1507	1/120	1/120	1
1508	1/120	1/120	1
1601	1/120	1/120	1
1602	1/120	1/120	1
1603	1/120	1/120	1
1604	1/120	1/120	1
1605	1/120	1/120	1
1606	1/120	1/120	1
1701	1/120	1/120	1
1702	1/120	1/120	1
1703	1/120	1/120	1
1704	1/120	1/120	1
1705	1/120	1/120	1
1706	1/120	1/120	1
1707	1/120	1/120	1
1708	1/120	1/120	1
1801	1/120	1/120	1
1802	1/120	1/120	1

1803	1/120	1/120	1
1804	1/120	1/120	1
1805	1/120	1/120	1
1806	1/120	1/120	1
1807	1/120	1/120	1
1808	<u>1/120</u>	<u>1/120</u>	<u>1</u>
TOTALS	1.0	1.0	120

[the remainder of this page is left intentionally blank]

**SIXTEENTH AMENDMENT TO DECLARATION OF COMMON INTEREST
COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT B
ADDITIONAL REAL ESTATE**

Lot 1, Block 1, Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lots 1 and 2, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota.

[the remainder of this page is left intentionally blank]

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 4th day of February, 2002, he/she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

COLEMAN, SCOTT
1110 BERGMANN DRIVE
STILLWATER MN 55082

SAARANEN, ROBERT
1106 BERGMANN DRIVE
STILLWATER MN 55082

BROWN, MICHAEL
1104 BERGMANN DRIVE
STILLWATER MN 55082

NORRIS, PATRICK
1102 BERGMANN DRIVE
STILLWATER MN 55082

BUZICKY, DEANNA
1100 BERGMANN DRIVE
STILLWATER MN 55082

NESJE, CARMEN
1101 BERGMANN DRIVE
STILLWATER MN 55082

PERRINS, HARRY & SHARON
1103 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, ANNE
1105 BERGMANN DRIVE
STILLWATER MN 55082

GMAC/MODEL HOME FINANCING INC
1208 TIMBER WAY
STILLWATER MN 55082

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

HOFFMANN, GORDON & LYNDIA
1134 BERGMANN DRIVE
STILLWATER MN 55082

HARSTAD, MATTHEW & REESE, MEGAN
1130 BERGMANN DRIVE
STILLWATER MN 55082

BENESH, BRADLEY
1126 BERGMANN DRIVE
STILLWATER MN 55082

MAYAVSKI, WILLIAM & JOLYNN
1124 BERGMANN DRIVE
STILLWATER MN 55082

HARVEY, PAUL & ELAINE
1120 BERGMANN DRIVE
STILLWATER MN 55082

LODAHL. ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND

SPANGLER, RITA

1111 TIMBER WAY
STILLWATER MN 55082

LEDBETTER, JAMES & SARAH
1123 BERGMANN DRIVE
STILLWATER MN 55082

FLYNN, DAVID & WENDY
1127 BERGMANN DRIVE
STILLWATER MN 55082

HILL, SHERRY
1131 BERGMANN DRIVE
STILLWATER MN 55082

ROEHRENBACH, MELISSA
1135 BERGMANN DRIVE
STILLWATER MN 55082

DONOHOO, DAVID & BARBARA
3522 JUDD TRAIL
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

STEPHENS, KATHRYN
1154 BERGMANN DRIVE
STILLWATER MN 55082

CADWALLADER, LISA & RIES, BRYAN
1150 BERGMANN DRIVE
STILLWATER MN 55082

COOK, JILL
1146 BERGMANN DRIVE
STILLWATER MN 55082

VELDE, JO ANN
1142 BERGMANN DRIVE
STILLWATER MN 55082

CATHERINE NOREEN
1141 BERGMANN DRIVE
STILLWATER MN 55082

LARSON, JUDITH
1145 BERGMANN DRIVE
STILLWATER MN 55082

TUSA, REBECCA & PARKER, DAVID
1149 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE

1121 BERGMANN DRIVE
STILLWATER MN 55082

NAGEL, PETER & MEYER, MICHELLE
1125 BERGMANN DRIVE
STILLWATER MN 55082

HEINS, PAUL & DEBRA
1129 BERGMANN DRIVE
STILLWATER MN 55082

BLAIR, SEAN & HANSEN-BLAIR, JAMMI
1133 BERGMANN DRIVE
STILLWATER MN 55082

TURNQUIST, P. & DOROTHY
3502 JUDD TRAIL
STILLWATER MN 55082

BANCHY, BRENT & PAUER-ANCHY, TIMEA
3532 JUDD TRAIL
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

LAJOIE, G. & RIDENHOWER, A.
1102 TIMBER WAY
STILLWATER MN 55082

ROSSOW, DARLENE
1152 BERGMANN DRIVE
STILLWATER MN 55082

HEISE-NEFF, CHERYL
1148 BERGMANN DRIVE
STILLWATER MN 55082

CRAWFORD, ROBERT
1144 BERGMANN DRIVE
STILLWATER MN 55082

KLEIN, STEVEN & CAROL
1140 BERGMANN DRIVE
STILLWATER MN 55082

LOECHLER, KATHY
1143 BERGMANN DRIVE
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

ROSE, ANDREW
1151 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE

STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN
1222 BERGMANN DRIVE
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, G. & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

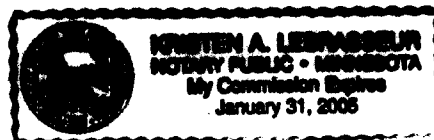
SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

FRENCH, C. & ROSENBUSH, R.
1255 BERGMANN DR
STILLWATER MN 55082

Katharine P. Demanig

Subscribed and sworn to before me
this 4TH day of February, 2002.


Notary Public
idmsmpl:477085_1



RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 20035443

www.ryland.com

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

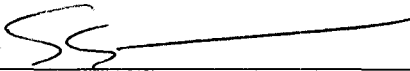
Dear Homeowner:

As required under Minnesota Statutes section 515B.2-111, this letter shall serve as notice that The Ryland Group, Inc., as Declarant under the Declaration of Common Interest Community No. 140, Stillwater Crossings Condominium, recorded in the Office of the Washington County Recorder as Document No. 3107322 (the "Declaration"), intends to exercise its Special Declarant Rights under sections 14.8 and 15 of the Declaration to add additional real estate to said Common Interest Community and subject such additional real estate to the terms of the Declaration.

A copy of the Sixteenth Amendment to the Declaration describing the additional real estate and adding it to the Common Interest Community is available to you (at the offices of Ryland Homes, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439 or by calling Karaline at 952-944-7701). Such copy will be made available to you at no charge within five (5) business days of your request.

Yours truly,

The Ryland Group, Inc.,
a Maryland corporation

By: _____

Its Assistant Vice President

idmsmpl:477083_1

**COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
SEVENTEENTH AMENDMENT TO
DECLARATION**

THIS SEVENTEENTH AMENDMENT is made this 25th day of February, 2002, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

COPY

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document

No. 3167075, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the ____ day of _____, 2001 and filed of record on the 13th day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167741, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 30th day of August, 2001 in the office of the County Recorder for Washington County, as Document No. 3177697, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 14th day of September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Twelfth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 24th day of October, 2001 in the office of the County Recorder for Washington County, as Document No. 3188744, to add a portion of the Additional Real Estate to the Condominium (the "Twelfth Amendment").

The Condominium Declaration was heretofore further amended by that certain Thirteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 12th day of November, 2001 and filed of record on the 16th day of November, 2001 in the office of the County Recorder for Washington County, as Document No. 3194016, to add a portion of the Additional Real Estate to the Condominium (the "Thirteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 7th day of December, 2001 in the office of the County Recorder for Washington County, as Document No. 3200069, to add a portion of the Additional Real Estate to the Condominium (the "Fourteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 10th day of January, 2002 in the office of the County Recorder for Washington County, as Document No. 3207876, to add a portion of the Additional Real Estate to the Condominium (the "Fifteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 4th day of February, 2002 and filed of record on the 8th day of February, 2002 in the office of the County Recorder for Washington County, as Document No. 3212610, to add a portion of the Additional Real Estate to the Condominium (the "Sixteenth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 1, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Seventeenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 2001 through 2008, inclusive, and are more particularly described on the Seventeenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Seventeenth Supplemental C.I.C.

Plat”) for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.

4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Seventeenth Amendment and as shown on the Seventeenth Supplemental C.I.C. Plat, said areas to be known as “Limited Common Elements”. The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit’s boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.
- c) Those items or areas designated as Limited Common Elements on the Seventeenth Supplemental C.I.C. Plat or by the Act are Limited Common Elements allocated exclusively to the units served.
- d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit’s boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

7. This Seventeenth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of

the Declarant to add further Additional Real Estate to the Condominium is not modified by this Seventeenth Amendment.

IN WITNESS WHEREOF, Declarant has caused this Seventeenth Amendment to be executed as of the day and year first above written.

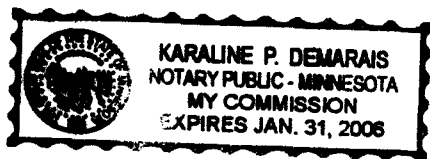
THE RYLAND GROUP, INC.

By: SS

Its: Assistant Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 25th day of February, 2002, by Steven J. Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Karaline P. Demarais
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:477030_1

[the remainder of this page is intentionally blank]

SEVENTEENTH AMENDMENT TO
DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
ALLOCATION OF COMMON ELEMENTS,
COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Seventeenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/128	1/128	1
202	1/128	1/128	1
203	1/128	1/128	1
204	1/128	1/128	1
205	1/128	1/128	1
206	1/128	1/128	1
301	1/128	1/128	1
302	1/128	1/128	1
303	1/128	1/128	1
304	1/128	1/128	1
305	1/128	1/128	1
306	1/128	1/128	1
401	1/128	1/128	1
402	1/128	1/128	1
403	1/128	1/128	1
404	1/128	1/128	1
405	1/128	1/128	1
406	1/128	1/128	1
501	1/128	1/128	1
502	1/128	1/128	1
503	1/128	1/128	1

504	1/128	1/128	1
505	1/128	1/128	1
506	1/128	1/128	1
507	1/128	1/128	1
508	1/128	1/128	1
601	1/128	1/128	1
602	1/128	1/128	1
603	1/128	1/128	1
604	1/128	1/128	1
605	1/128	1/128	1
606	1/128	1/128	1
607	1/128	1/128	1
608	1/128	1/128	1
701	1/128	1/128	1
702	1/128	1/128	1
703	1/128	1/128	1
704	1/128	1/128	1
705	1/128	1/128	1
706	1/128	1/128	1
801	1/128	1/128	1
802	1/128	1/128	1
803	1/128	1/128	1
804	1/128	1/128	1
805	1/128	1/128	1
806	1/128	1/128	1
901	1/128	1/128	1
902	1/128	1/128	1
903	1/128	1/128	1
904	1/128	1/128	1
905	1/128	1/128	1
906	1/128	1/128	1
907	1/128	1/128	1
908	1/128	1/128	1
1001	1/128	1/128	1
1002	1/128	1/128	1
1003	1/128	1/128	1
1004	1/128	1/128	1
1005	1/128	1/128	1
1006	1/128	1/128	1
1101	1/128	1/128	1
1102	1/128	1/128	1
1103	1/128	1/128	1
1104	1/128	1/128	1
1105	1/128	1/128	1
1106	1/128	1/128	1
1201	1/128	1/128	1

1202	1/128	1/128	1
1203	1/128	1/128	1
1204	1/128	1/128	1
1205	1/128	1/128	1
1206	1/128	1/128	1
1207	1/128	1/128	1
1208	1/128	1/128	1
1301	1/128	1/128	1
1302	1/128	1/128	1
1303	1/128	1/128	1
1304	1/128	1/128	1
1305	1/128	1/128	1
1306	1/128	1/128	1
1307	1/128	1/128	1
1308	1/128	1/128	1
1401	1/128	1/128	1
1402	1/128	1/128	1
1403	1/128	1/128	1
1404	1/128	1/128	1
1405	1/128	1/128	1
1406	1/128	1/128	1
1407	1/128	1/128	1
1408	1/128	1/128	1
1501	1/128	1/128	1
1502	1/128	1/128	1
1503	1/128	1/128	1
1504	1/128	1/128	1
1505	1/128	1/128	1
1506	1/128	1/128	1
1507	1/128	1/128	1
1508	1/128	1/128	1
1601	1/128	1/128	1
1602	1/128	1/128	1
1603	1/128	1/128	1
1604	1/128	1/128	1
1605	1/128	1/128	1
1606	1/128	1/128	1
1701	1/128	1/128	1
1702	1/128	1/128	1
1703	1/128	1/128	1
1704	1/128	1/128	1
1705	1/128	1/128	1
1706	1/128	1/128	1
1707	1/128	1/128	1
1708	1/128	1/128	1
1801	1/128	1/128	1

1802	1/128	1/128	1
1803	1/128	1/128	1
1804	1/128	1/128	1
1805	1/128	1/128	1
1806	1/128	1/128	1
1807	1/128	1/128	1
1808	1/128	1/128	1
2001	1/128	1/128	1
2002	1/128	1/128	1
2003	1/128	1/128	1
2004	1/128	1/128	1
2005	1/128	1/128	1
2006	1/128	1/128	1
2007	1/128	1/128	1
2008	<u>1/128</u>	<u>1/128</u>	<u>1</u>
TOTALS	1.0	1.0	128

[the remainder of this page is intentionally blank]

SEVENTEENTH AMENDMENT TO
DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT B
ADDITIONAL REAL ESTATE

Lot 1, Block 1, Stillwater Crossings, according to the recorded plat thereof, Washington County, Minnesota;

and

Lot 2, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota.

[the remainder of this page is intentionally blank]

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439

Contractor's Lic # 20035443
www.ryland.com

February 25, 2002

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

Dear Homeowner:

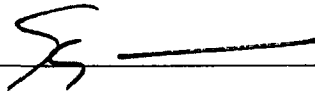
As required under Minnesota Statutes section 515B.2-111, this letter shall serve as notice that The Ryland Group, Inc., as Declarant under the Declaration of Common Interest Community No. 140, Stillwater Crossings Condominium, recorded in the Office of the Washington County Recorder as Document No. 3107322 (the "Declaration"), intends to exercise its Special Declarant Rights under sections 14.8 and 15 of the Declaration to add additional real estate to said Common Interest Community and subject such additional real estate to the terms of the Declaration.

A copy of the Seventeenth Amendment to the Declaration describing the additional real estate and adding it to the Common Interest Community is available to you (at the offices of Ryland Homes, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439 or by calling **Karaline** at **952-944-7701**). Such copy will be made available to you at no charge within five (5) business days of your request.

Yours truly,

The Ryland Group, Inc.,
a Maryland corporation

By: _____



Its Assistant Vice President
idmsmpl:482204_1

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 25th day of February, 2002, he/she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

COLEMAN, SCOTT
1110 BERGMANN DRIVE
STILLWATER MN 55082

SAARANEN, ROBERT
1106 BERGMANN DRIVE
STILLWATER MN 55082

BROWN, MICHAEL
1104 BERGMANN DRIVE
STILLWATER MN 55082

NORRIS, PATRICK
1102 BERGMANN DRIVE
STILLWATER MN 55082

BUZICKY, DEANNA
1100 BERGMANN DRIVE
STILLWATER MN 55082

PERRINS, HARRY & SHARON
1103 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, ANNE
1105 BERGMANN DRIVE
STILLWATER MN 55082

GMAC/MODEL HOME FINANCING INC
1212 TIMBER WAY
STILLWATER MN 55082

GMAC/MODEL HOME FINANCING INC
1210 TIMBER WAY
STILLWATER MN 55082

GMAC/MODEL HOME FINANCING INC
1208 TIMBER WAY
STILLWATER MN 55082

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

HOFFMANN, GORDON & LYNDA
1134 BERGMANN DRIVE
STILLWATER MN 55082

HARSTAD, MATTHEW & REESE, MEGAN
1130 BERGMANN DRIVE
STILLWATER MN 55082

BENESH, BRADLEY
1126 BERGMANN DRIVE
STILLWATER MN 55082

MAYAVSKI, WILLIAM & JOLYNN
1124 BERGMANN DRIVE
STILLWATER MN 55082

HARVEY, PAUL & ELAINE
1120 BERGMANN DRIVE
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

SPANGLER, RITA
1121 BERGMANN DRIVE
STILLWATER MN 55082

LEDBETTER, JAMES & SARAH
1123 BERGMANN DRIVE
STILLWATER MN 55082

NAGEL, PETER & MEYER, MICHELLE
1125 BERGMANN DRIVE
STILLWATER MN 55082

FLYNN, DAVID & WENDY
1127 BERGMANN DRIVE
STILLWATER MN 55082

HEINS, PAUL & DEBRA
1129 BERGMANN DRIVE
STILLWATER MN 55082

HILL, SHERRY
1131 BERGMANN DRIVE
STILLWATER MN 55082

BLAIR, SEAN & HANSEN-BLAIR, JAMMI
1133 BERGMANN DRIVE
STILLWATER MN 55082

ROEHRENBACH, MELISSA
1135 BERGMANN DRIVE
STILLWATER MN 55082

TURNQUIST, P. & DOROTHY
3502 JUDD TRAIL
STILLWATER MN 55082

DONOHOO, DAVID & BARBARA
3522 JUDD TRAIL
STILLWATER MN 55082

BANCHY, BRENT & PAUER-ANCHY, TIMEA
3532 JUDD TRAIL
STILLWATER MN 55082

HOVLAND, ELIZABETH
3542 JUDD TRAIL
STILLWATER MN 55082

TSCHUMPERLIN, REID
3552 JUDD TRAIL
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

STEPHENS, KATHRYN
1154 BERGMANN DRIVE
STILLWATER MN 55082

ROSSOW, DARLENE
1152 BERGMANN DRIVE
STILLWATER MN 55082

CADWALLADER, LISA & RIES, BRYAN
1150 BERGMANN DRIVE
STILLWATER MN 55082

HEISE-NEFF, CHERYL
1148 BERGMANN DRIVE
STILLWATER MN 55082

COOK, JILL
1146 BERGMANN DRIVE
STILLWATER MN 55082

CRAWFORD, ROBERT
1144 BERGMANN DRIVE
STILLWATER MN 55082

VELDE, JO ANN
1142 BERGMANN DRIVE
STILLWATER MN 55082

KLEIN, STEVEN & CAROL
1140 BERGMANN DRIVE
STILLWATER MN 55082

CATHERINE NOREEN
1141 BERGMANN DRIVE
STILLWATER MN 55082

LOECHLER, KATHY
1143 BERGMANN DRIVE
STILLWATER MN 55082

LARSON, JUDITH
1145 BERGMANN DRIVE
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

TUSA, REBECCA & PARKER, DAVID
1149 BERGMANN DRIVE
STILLWATER MN 55082

ROSE, ANDREW
1151 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

036320108A2 419 04/30/01

GEORGES, GILLES & NGUYEN, DOAN TRANG

1173 BERGMANN DRIVE

STILLWATER MN 55082

036320108A3 419 05/10/01

HIGGS, SANDRA

1175 BERGMANN DRIVE

STILLWATER MN 55082

SEGELSTROM, DONALD

1177 BERGMANN DRIVE

STILLWATER MN 55082

ROBERTS, WENDY

1179 BERGMANN DRIVE

STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN

1181 BERGMANN DRIVE

STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF

1183 BERGMANN DRIVE

STILLWATER MN 55082

PLUMMER, LANE & JUDY

1185 BERGMANN DRIVE

STILLWATER MN 55082

NYMO, JON & SUSAN

1230 BERGMANN DRIVE

STILLWATER MN 55082

BRADFORD, KRISTEN

1228 BERGMANN DRIVE

STILLWATER MN 55082

HAUGEN, KIMBERLEY

1226 BERGMANN DRIVE

STILLWATER MN 55082

WEIHE, LYNETTE

1224 BERGMANN DRIVE

STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERIN

1222 BERGMANN DRIVE

STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA

1220 BERGMANN DRIVE

STILLWATER MN 55082

HUSS, MATTHEW

1201 BERGMANN DRIVE

STILLWATER MN 55082

HPEPHNER, MELISSA

1203 BERGMANN DRIVE

STILLWATER MN 55082

ORN, WAYNE

1205 BERGMANN DRIVE

STILLWATER MN 55082

JACQUES, DAVID & DIERDRE

1207 BERGMANN DRIVE

STILLWATER MN 55082

LEJAMBRE, WAYNE

1209 BERGMANN DRIVE

STILLWATER MN 55082

KOLSTAD, CHAD & GAIL

1211 BERGMANN DRIVE

STILLWATER MN 55082

IGNEY, LARRY

1254 BERGMANN DRIVE

STILLWATER MN 55082

ZENZEN, NOAH & HEATHER

1252 BERGMANN DRIVE

STILLWATER MN 55082

DOWLING, STEPHEN

1250 BERGMANN DRIVE

STILLWATER MN 55082

TSCHIDA, JENNIFER

1248 BERGMANN DRIVE

STILLWATER MN 55082

CLARK, JOHN III

1246 BERGMANN DRIVE

STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

Karoline P. Lemanaig

Subscribed and sworn to before me
this 25th day of February, 2002.

Sharon Tieg
Notary Public

idmsmpl:482202_1



**COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
EIGHTEENTH AMENDMENT TO
DECLARATION**

COPY

THIS EIGHTEENTH AMENDMENT is made this 17th day of May, 2002, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium),

Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167075, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2001 and filed of record on the 13th day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167741, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 30th day of August, 2001 in the office of the County Recorder for Washington County, as Document No. 3177697, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 14th day of September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Twelfth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 24th day of October, 2001 in the office of the County Recorder for Washington County, as Document No. 3188744, to add a portion of the Additional Real Estate to the Condominium (the "Twelfth Amendment").

The Condominium Declaration was heretofore further amended by that certain Thirteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 12th day of November, 2001 and filed of record on the 16th day of November, 2001 in the office of the County Recorder for Washington County, as Document No. 3194016, to add a portion of the Additional Real Estate to the Condominium (the "Thirteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 7th day of December, 2001 in the office of the County Recorder for Washington County, as

Document No. 3200069, to add a portion of the Additional Real Estate to the Condominium (the "Fourteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 10th day of January, 2002 in the office of the County Recorder for Washington County, as Document No. 3207876, to add a portion of the Additional Real Estate to the Condominium (the "Fifteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 4th day of February, 2002 and filed of record on the 8th day of February, 2002 in the office of the County Recorder for Washington County, as Document No. 3212610, to add a portion of the Additional Real Estate to the Condominium (the "Sixteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventeenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 25th day of February, 2002 and filed of record on the ____ day of _____, 2002 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Seventeenth Amendment").

In the further exercise, but not the exhaustion, of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration that portion of the Additional Real Estate described as follows:

Lot 2, Block 2, Stillwater Crossings 2nd Addition, according to the recorded plat thereof, Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Eighteenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.

2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.

3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 1901 through 1908, inclusive, and are more particularly described on the Eighteenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Eighteenth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.

4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.

5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Eighteenth Amendment and as shown on the Eighteenth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:

- a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
- b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.

- c) Those items or areas designated as Limited Common Elements on the Eighteenth Supplemental C.I.C. Plat or by the Act are Limited Common Elements allocated exclusively to the units served.
 - d) Heating, ventilating or air conditioning equipment, and privacy fencing serving only a certain Additional Unit or Additional Units, and located wholly or partially outside the Additional Unit or Additional Unit's boundaries, are allocated to the Additional Unit or Additional Units served by such equipment or fencing.
6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.
7. This Eighteenth Amendment shall not apply to or affect any of the remaining Additional Real Estate described on **Exhibit B** attached hereto and hereby made a part hereof. The right of the Declarant to add further Additional Real Estate to the Condominium is not modified by this Eighteenth Amendment.

[the remainder of this page is intentionally blank]

IN WITNESS WHEREOF, Declarant has caused this Eighteenth Amendment to be executed as of the day and year first above written.

THE RYLAND GROUP, INC.

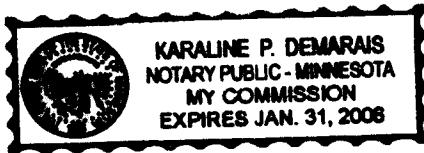
By:

Its: Assistant Vice President

STATE OF MINNESOTA)

COUNTY OF HENNEPIN) ss.

The foregoing instrument was acknowledged before me this 17th day of May, 2002, by Steven J. Logan, the Assistant Vice President of The Ryland Group, Inc., a Maryland corporation, on behalf of the corporation.



Koraline P. Demaris
Notary Public

THIS INSTRUMENT DRAFTED BY:
Winthrop & Weinstine, P.A.
3000 Dain Rauscher Plaza
60 South Sixth Street
Minneapolis, Minnesota 55402
612-347-0700
idmsmpl:482214 1

[the remainder of this page is intentionally blank]

EIGHTEENTH AMENDMENT TO
DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
ALLOCATION OF COMMON ELEMENTS,
COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Eighteenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
201	1/136	1/136	1
202	1/136	1/136	1
203	1/136	1/136	1
204	1/136	1/136	1
205	1/136	1/136	1
206	1/136	1/136	1
301	1/136	1/136	1
302	1/136	1/136	1
303	1/136	1/136	1
304	1/136	1/136	1
305	1/136	1/136	1
306	1/136	1/136	1
401	1/136	1/136	1
402	1/136	1/136	1
403	1/136	1/136	1
404	1/136	1/136	1
405	1/136	1/136	1
406	1/136	1/136	1
501	1/136	1/136	1

502	1/136	1/136	1
503	1/136	1/136	1
504	1/136	1/136	1
505	1/136	1/136	1
506	1/136	1/136	1
507	1/136	1/136	1
508	1/136	1/136	1
601	1/136	1/136	1
602	1/136	1/136	1
603	1/136	1/136	1
604	1/136	1/136	1
605	1/136	1/136	1
606	1/136	1/136	1
607	1/136	1/136	1
608	1/136	1/136	1
701	1/136	1/136	1
702	1/136	1/136	1
703	1/136	1/136	1
704	1/136	1/136	1
705	1/136	1/136	1
706	1/136	1/136	1
801	1/136	1/136	1
802	1/136	1/136	1
803	1/136	1/136	1
804	1/136	1/136	1
805	1/136	1/136	1
806	1/136	1/136	1
901	1/136	1/136	1
902	1/136	1/136	1
903	1/136	1/136	1
904	1/136	1/136	1
905	1/136	1/136	1
906	1/136	1/136	1
907	1/136	1/136	1
908	1/136	1/136	1
1001	1/136	1/136	1
1002	1/136	1/136	1
1003	1/136	1/136	1
1004	1/136	1/136	1
1005	1/136	1/136	1
1006	1/136	1/136	1
1101	1/136	1/136	1
1102	1/136	1/136	1
1103	1/136	1/136	1

1104	1/136	1/136	1
1105	1/136	1/136	1
1106	1/136	1/136	1
1201	1/136	1/136	1
1202	1/136	1/136	1
1203	1/136	1/136	1
1204	1/136	1/136	1
1205	1/136	1/136	1
1206	1/136	1/136	1
1207	1/136	1/136	1
1208	1/136	1/136	1
1301	1/136	1/136	1
1302	1/136	1/136	1
1303	1/136	1/136	1
1304	1/136	1/136	1
1305	1/136	1/136	1
1306	1/136	1/136	1
1307	1/136	1/136	1
1308	1/136	1/136	1
1401	1/136	1/136	1
1402	1/136	1/136	1
1403	1/136	1/136	1
1404	1/136	1/136	1
1405	1/136	1/136	1
1406	1/136	1/136	1
1407	1/136	1/136	1
1408	1/136	1/136	1
1501	1/136	1/136	1
1502	1/136	1/136	1
1503	1/136	1/136	1
1504	1/136	1/136	1
1505	1/136	1/136	1
1506	1/136	1/136	1
1507	1/136	1/136	1
1508	1/136	1/136	1
1601	1/136	1/136	1
1602	1/136	1/136	1
1603	1/136	1/136	1
1604	1/136	1/136	1
1605	1/136	1/136	1
1606	1/136	1/136	1
1701	1/136	1/136	1
1702	1/136	1/136	1
1703	1/136	1/136	1

1704	1/136	1/136	1
1705	1/136	1/136	1
1706	1/136	1/136	1
1707	1/136	1/136	1
1708	1/136	1/136	1
1801	1/136	1/136	1
1802	1/136	1/136	1
1803	1/136	1/136	1
1804	1/136	1/136	1
1805	1/136	1/136	1
1806	1/136	1/136	1
1807	1/136	1/136	1
1808	1/136	1/136	1
1901	1/136	1/136	1
1902	1/136	1/136	1
1903	1/136	1/136	1
1904	1/136	1/136	1
1905	1/136	1/136	1
1906	1/136	1/136	1
1907	1/136	1/136	1
1908	1/136	1/136	1
2001	1/136	1/136	1
2002	1/136	1/136	1
2003	1/136	1/136	1
2004	1/136	1/136	1
2005	1/136	1/136	1
2006	1/136	1/136	1
2007	1/136	1/136	1
2008	<u>1/136</u>	<u>1/136</u>	<u>1</u>
TOTALS	1.0	1.0	136

[the remainder of this page is intentionally blank]

**EIGHTEENTH AMENDMENT TO
DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM**

**EXHIBIT B
ADDITIONAL REAL ESTATE**

Lot 1, Block 1, Stillwater Crossings, according to the recorded plat thereof, Washington County,
Minnesota;

[the remainder of this page is intentionally blank]

RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 2035443

952 944-7701 Office
952 944-7709 Fax
www.ryland.com

May 17, 2002

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

Dear Homeowner:

As required under Minnesota Statutes section 515B.2-111, this letter shall serve as notice that The Ryland Group, Inc., as Declarant under the Declaration of Common Interest Community No. 140, Stillwater Crossings Condominium, recorded in the Office of the Washington County Recorder as Document No. 3107322 (the "Declaration"), intends to exercise its Special Declarant Rights under sections 14.8 and 15 of the Declaration to add additional real estate to said Common Interest Community and subject such additional real estate to the terms of the Declaration.

A copy of the Eighteenth & Nineteenth Amendment to the Declaration describing the additional real estate and adding it to the Common Interest Community is available to you (at the offices of Ryland Homes, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439 or by calling *Karaline* at 952-944-7701). Such copy will be made available to you at no charge within five (5) business days of your request.

Yours truly,

The Ryland Group, Inc.,
a Maryland corporation

By:  _____

Its Assistant Vice President
idmsmpl:482312_1

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 17th day of May, 2002, he/she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

COLEMAN, SCOTT
1110 BERGMANN DRIVE
STILLWATER MN 55082

THORN, NATHAN & CLARK, ELISABETH
1108 BERGMANN DRIVE
STILLWATER MN 55082

SAARANEN, ROBERT
1106 BERGMANN DRIVE
STILLWATER MN 55082

BROWN, MICHAEL
1104 BERGMANN DRIVE
STILLWATER MN 55082

NORRIS, PATRICK
1102 BERGMANN DRIVE
STILLWATER MN 55082

BUZICKY, DEANNA
1100 BERGMANN DRIVE
STILLWATER MN 55082

MEARS, CAROL
3471 JUDD TRAIL
STILLWATER MN 55082

NESJE, CARMEN
1101 BERGMANN DRIVE
STILLWATER MN 55082

PERRINS, HARRY & SHARON
1103 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, ANNE
1105 BERGMANN DRIVE
STILLWATER MN 55082

BOWMAN, KAREN & KURT
1111 BERGMANN DRIVE
STILLWATER MN 55082

SCHAFER, ELSA
1113 BERGMANN DRIVE
STILLWATER MN 55082

DAHMS, BRIAN & MISSY
1115 BERGMANN DRIVE
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

HOFFMANN, GORDON & LYNDA
1134 BERGMANN DRIVE
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

BENESH, BRADLEY
1126 BERGMANN DRIVE
STILLWATER MN 55082

HARSTAD, MATTHEW & REESE, MEGAN
1130 BERGMANN DRIVE
STILLWATER MN 55082

STASKA, DAVID
1122 BERGMANN DRIVE
STILLWATER MN 55082

MAYAVSKI, WILLIAM & JOLYNN
1124 BERGMANN DRIVE
STILLWATER MN 55082

WILLIAMS, MATHEW & HUENECKE OF OCEANS JA
3571 JUDD TRAIL
STILLWATER MN 55082

HARVEY, PAUL & ELAINE
1120 BERGMANN DRIVE
STILLWATER MN 55082

EGERSDORF, EILEEN
3551 JUDD TRAIL
STILLWATER MN 55082

FOSS, ROBERT & LAURIE
3561 JUDD TRAIL
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

CURRAN, PAUL
3541 JUDD TRAIL
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

SPANGLER, RITA
1121 BERGMANN DRIVE
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

NAGEL, PETER & MEYER, MICHELLE
1125 BERGMANN DRIVE
STILLWATER MN 55082

LEDBETTER, JAMES & SARAH
1123 BERGMANN DRIVE
STILLWATER MN 55082

HEINS, PAUL & DEBRA
1129 BERGMANN DRIVE
STILLWATER MN 55082

FLYNN, DAVID & WENDY
1127 BERGMANN DRIVE
STILLWATER MN 55082

BLAIR, SEAN & HANSEN-BLAIR, JAMMI
1133 BERGMANN DRIVE
STILLWATER MN 55082

HILL, SHERRY
1131 BERGMANN DRIVE
STILLWATER MN 55082

TURNQUIST, P. & DOROTHY
3502 JUDD TRAIL
STILLWATER MN 55082

ROEHRENBACH, MELISSA
1135 BERGMANN DRIVE
STILLWATER MN 55082

DONOHOO, DAVID & BARBARA
3522 JUDD TRAIL
STILLWATER MN 55082

ANDREWS, JAY & DEBORAH
3512 JUDD TRAIL
STILLWATER MN 55082

HOVLAND, ELIZABETH
3542 JUDD TRAIL
STILLWATER MN 55082

BANCHY, BRENT & PAUER-ANCHY, TIM
3532 JUDD TRAIL
STILLWATER MN 55082

GENTRY, TAMARA & DAVID
3572 JUDD TRAIL
STILLWATER MN 55082

TSCHUMPERLIN, REID
3552 JUDD TRAIL
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

ROSSOW, DARLENE
1152 BERGMANN DRIVE
STILLWATER MN 55082

STEPHENS, KATHRYN
1154 BERGMANN DRIVE
STILLWATER MN 55082

HEISE-NEFF, CHERYL
1148 BERGMANN DRIVE
STILLWATER MN 55082

CADWALLADER, LISA & RIES, BRYAN
1150 BERGMANN DRIVE
STILLWATER MN 55082

CRAWFORD, ROBERT
1144 BERGMANN DRIVE
STILLWATER MN 55082

COOK, JILL
1146 BERGMANN DRIVE
STILLWATER MN 55082

KLEIN, STEVEN & CAROL
1140 BERGMANN DRIVE
STILLWATER MN 55082

VELDE, JO ANN
1142 BERGMANN DRIVE
STILLWATER MN 55082

LOECHLER, KATHY
1143 BERGMANN DRIVE
STILLWATER MN 55082

CATHERINE NOREEN
1141 BERGMANN DRIVE
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

LARSON, JUDITH
1145 BERGMANN DRIVE
STILLWATER MN 55082

ROSE, ANDREW
1151 BERGMANN DRIVE
STILLWATER MN 55082

TUSA, REBECCA & PARKER, DAVID
1149 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERI
1222 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRISITOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

Karaline Demaris

Subscribed and sworn to before me
this 17th day of May, 2002.

Sharon J. Tieg
Notary Public
idmsmpl:482216_1



**COMMON INTEREST COMMUNITY NUMBER 140
(A CONDOMINIUM)
STILLWATER CROSSINGS CONDOMINIUM
NINETEENTH AMENDMENT TO
DECLARATION**

COPY

THIS NINETEENTH AMENDMENT is made this 17th day of May, 2002, by THE RYLAND GROUP, INC., a Maryland corporation, hereinafter called the "Declarant," for itself, its successors, grantees and assigns, and pursuant to the provisions of Chapter 515B, Minnesota Statutes, known as the Uniform Common Interest Ownership Act, and acts amendatory thereto (the "Act").

RECITALS:

On or about the 3rd day of June, 2000, Declarant entered into that certain Declaration for Common Interest Community Number 140 (Condominium), Stillwater Crossings Condominium, which was subsequently filed of record on the 8th day of June, 2000 in the Office of the County Recorder for Washington County, as Document No. 3107322 (the "Condominium Declaration").

The Declarant, under Section 15 of the Condominium Declaration and pursuant to Section 515B.2-106(1) of the Act reserved an option to add all or a portion of the Additional Real Estate to the Condominium in the manner set forth in Section 515B.2-111 of the Act and said Section 15, thereby making any such Additional Real Estate upon which the Declarant exercises its option a part of the Property and Common Interest Community Number 140, Stillwater Crossings Condominium (the "Condominium").

The Condominium Declaration was heretofore amended by that certain First Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2000 and filed of record on the 6th day of July, 2000 in the office of the County Recorder for Washington County, as Document No. 3111101, to add a portion of the Additional Real Estate to the Condominium (the "First Amendment").

The Condominium Declaration was heretofore further amended by that certain Second Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2000 and filed of record on the 21st day of August, 2000 in the office of the County Recorder for Washington County, as Document No. 3117488, to add a portion of the Additional Real Estate to the Condominium (the "Second Amendment").

The Condominium Declaration was heretofore further amended by that certain Third Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of October, 2000 and filed of record on the 19th day of October, 2000 in the office of the County Recorder for Washington County, as Document No. 3126095, to add a portion of the Additional Real Estate to the Condominium (the "Third Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 18th day of December, 2000 and filed of record on the 27th day of December, 2000 in the office of the County Recorder for Washington County, as Document No. 3135672, to add a portion of the Additional Real Estate to the Condominium (the "Fourth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 22nd day of February, 2001 and filed of record on the 12th day of April, 2001 in the office of the County Recorder for Washington County, as Document No. 3151113, to add a portion of the Additional Real Estate to the Condominium (the "Fifth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 23rd day of March, 2001 and filed of record on the 3rd day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3154817, to add a portion of the Additional Real Estate to the Condominium (the "Sixth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 1st day of May, 2001 and filed of record on the 17th day of May, 2001 in the office of the County Recorder for Washington County, as Document No. 3156868, to add a portion of the Additional Real Estate to the Condominium (the "Seventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 27th day of June, 2001 and filed of record on the 10th day of July, 2001 in the office of the County Recorder for Washington County, as Document

No. 3167075, to add a portion of the Additional Real Estate to the Condominium (the "Eighth Amendment").

The Condominium Declaration was heretofore further amended by that certain Ninth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 29th day of June, 2001 and filed of record on the 13th day of July, 2001 in the office of the County Recorder for Washington County, as Document No. 3167741, to add a portion of the Additional Real Estate to the Condominium (the "Ninth Amendment").

The Condominium Declaration was heretofore further amended by that certain Tenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 30th day of August, 2001 in the office of the County Recorder for Washington County, as Document No. 3177697, to add a portion of the Additional Real Estate to the Condominium (the "Tenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eleventh Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 14th day of September, 2001 in the office of the County Recorder for Washington County, as Document No. 3180316, to add a portion of the Additional Real Estate to the Condominium (the "Eleventh Amendment").

The Condominium Declaration was heretofore further amended by that certain Twelfth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 16th day of August, 2001 and filed of record on the 24th day of October, 2001 in the office of the County Recorder for Washington County, as Document No. 3188744, to add a portion of the Additional Real Estate to the Condominium (the "Twelfth Amendment").

The Condominium Declaration was heretofore further amended by that certain Thirteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 12th day of November, 2001 and filed of record on the 16th day of November, 2001 in the office of the County Recorder for Washington County, as Document No. 3194016, to add a portion of the Additional Real Estate to the Condominium (the "Thirteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fourteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 7th day of December, 2001 in the office of the County Recorder for Washington County, as Document No. 3200069, to add a portion of the Additional Real Estate to the Condominium (the "Fourteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Fifteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 3rd day of December, 2001 and filed of record on the 10th day of January, 2002 in the office of the County Recorder for Washington County, as Document No. 3207876, to add a portion of the Additional Real Estate to the Condominium (the "Fifteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Sixteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 4th day of February, 2002 and filed of record on the 8th day of February, 2002 in the office of the County Recorder for Washington County, as Document No. 3212610, to add a portion of the Additional Real Estate to the Condominium (the "Sixteenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Seventeenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 25th day of February, 2002 and filed of record on the ____ day of _____, 2002 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Seventeenth Amendment").

The Condominium Declaration was heretofore further amended by that certain Eighteenth Amendment to Declaration, Common Interest Community Number 140, (A Condominium), Stillwater Crossings Condominium, dated the 17th day of May, 2002 and filed of record on the ____ day of _____, 2002 in the office of the County Recorder for Washington County, as Document No. _____, to add a portion of the Additional Real Estate to the Condominium (the "Eighteenth Amendment").

In the further exercise of said option rights, the Declarant desires to subject to the terms of the Condominium Declaration the remaining Additional Real Estate – namely, the following:

Lot 1, Block 1, Stillwater Crossings, according to the recorded plat thereof,
Washington County, Minnesota,

(the "Additional Lot"), and otherwise to add the Additional Lot to the Condominium pursuant to Section 515B.2-111 of the Act, and to this end has obtained the prior written consent of the Federal Housing Administration and served the notice required under Section 515B.2-111(b) upon the persons required to be served with such notice, being the Owners of each Unit in the Condominium, such service being made upon such Owners in the manner set forth in Section 515B.2-111(b) of the Act and proof of service upon the Owners being attached to this Nineteenth Amendment to Declaration.

NOW, THEREFORE, the Condominium Declaration is hereby amended as follows:

1. All capitalized words and phrases used in this Amendment, unless otherwise defined herein, shall have the meanings set forth in the Condominium Declaration and the Act.
2. The Additional Lot, together with any buildings, improvements and structures now or hereafter located thereon, are hereby added to the Condominium and made subject to the terms, declarations, covenants, conditions, easements, charges and liens set forth in the Condominium Declaration, as the same may be amended from time to time. All restrictions contained in the Condominium Declaration affecting the use, occupancy and alienation of Units in the Condominium are hereby made applicable to said Additional Lot and shall constitute covenants to run with the land, binding on all owners of said Additional Lot or parts thereof, their successors and assigns.
3. The units to be formed on the Additional Lot (the "Additional Units") are numbered 101 through 106, inclusive, and are more particularly described on the Nineteenth Supplemental C.I.C. Plat, Common Interest Community Number 140 (the "Nineteenth Supplemental C.I.C. Plat") for the Additional Lot filed contemporaneously herewith in the office of the County Recorder for Washington County, Minnesota.
4. As stated in Section 3.1 and 4.2 of the Condominium Declaration, the interests in the Common Elements, Common Expense obligations and voting rights in the Association shall be reallocated equally among the Units, including the Additional Units, as set forth in **EXHIBIT A** attached hereto and hereby made a part hereof.
5. A portion of the Common Elements in the Additional Lot is hereby set aside and allocated for the exclusive use of one or more but fewer than all of the Additional Units, in the manner set forth hereinafter in this Nineteenth Amendment and as shown on the Nineteenth Supplemental C.I.C. Plat, said areas to be known as "Limited Common Elements". The Limited Common Elements allocated for the exclusive use of the respective Additional Units are as follows:
 - a) Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of an Additional Unit, and serving only that Additional Unit, are allocated to the Additional Unit they serve. Any portion of such installations, serving or affecting the function of more than one Additional Unit or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.
 - b) Improvements such as mailboxes, decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, porches, perimeter doors, windows, driveways constructed as part of the original construction to serve a single Additional Unit, and authorized replacements and modifications thereof, to the extent located outside the Additional Unit's boundaries, are Limited Common Elements allocated exclusively to that Additional Unit.

6. All of the terms, covenants and conditions set forth in the Condominium Declaration shall hereafter apply to the Additional Lot and shall otherwise be and remain unmodified and in full force and effect.

THE RYLAND GROUP, INC.

By:

[illegible]

Karoline P. Demaris
Notary Public

 **KARALINE P. DEMARAIS**
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2006

NINETEENTH AMENDMENT TO
DECLARATION OF COMMON INTEREST COMMUNITY
COMMON INTEREST COMMUNITY NUMBER 140
STILLWATER CROSSINGS CONDOMINIUM

EXHIBIT A
ALLOCATION OF COMMON ELEMENTS,
COMMON EXPENSE OBLIGATIONS
AND VOTING RIGHTS

As provided in Section 515B.2-108 of the Minnesota Common Interest Ownership Act, this Nineteenth Amendment to Condominium Declaration allocates the undivided interests in the Common Elements, Common Expense obligations and voting rights to the Units on an equal basis, based upon the number of Units in the Association, provided, however, that a Common Expense assessment may be assessed against fewer than all Units as allowed under Section 515B.3-115 of the Act and Section 6 of the Condominium Declaration. The Common Elements, Common Expense obligations and voting rights are allocated equally among the Units as follows:

Unit Identifier	Fractional Undivided Interest in Common Elements	Fractional Common Expense Obligations	Allocated Votes in Association
101	1/142	1/142	1
102	1/142	1/142	1
103	1/142	1/142	1
104	1/142	1/142	1
105	1/142	1/142	1
106	1/142	1/142	1
201	1/142	1/142	1
202	1/142	1/142	1
203	1/142	1/142	1
204	1/142	1/142	1
205	1/142	1/142	1
206	1/142	1/142	1
301	1/142	1/142	1
302	1/142	1/142	1
303	1/142	1/142	1
304	1/142	1/142	1
305	1/142	1/142	1
306	1/142	1/142	1
401	1/142	1/142	1
402	1/142	1/142	1
403	1/142	1/142	1

404	1/142	1/142	1
405	1/142	1/142	1
406	1/142	1/142	1
501	1/142	1/142	1
502	1/142	1/142	1
503	1/142	1/142	1
504	1/142	1/142	1
505	1/142	1/142	1
506	1/142	1/142	1
507	1/142	1/142	1
508	1/142	1/142	1
601	1/142	1/142	1
602	1/142	1/142	1
603	1/142	1/142	1
604	1/142	1/142	1
605	1/142	1/142	1
606	1/142	1/142	1
607	1/142	1/142	1
608	1/142	1/142	1
701	1/142	1/142	1
702	1/142	1/142	1
703	1/142	1/142	1
704	1/142	1/142	1
705	1/142	1/142	1
706	1/142	1/142	1
801	1/142	1/142	1
802	1/142	1/142	1
803	1/142	1/142	1
804	1/142	1/142	1
805	1/142	1/142	1
806	1/142	1/142	1
901	1/142	1/142	1
902	1/142	1/142	1
903	1/142	1/142	1
904	1/142	1/142	1
905	1/142	1/142	1
906	1/142	1/142	1
907	1/142	1/142	1
908	1/142	1/142	1
1001	1/142	1/142	1
1002	1/142	1/142	1
1003	1/142	1/142	1
1004	1/142	1/142	1
1005	1/142	1/142	1
1006	1/142	1/142	1
1101	1/142	1/142	1

1102	1/142	1/142	1
1103	1/142	1/142	1
1104	1/142	1/142	1
1105	1/142	1/142	1
1106	1/142	1/142	1
1201	1/142	1/142	1
1202	1/142	1/142	1
1203	1/142	1/142	1
1204	1/142	1/142	1
1205	1/142	1/142	1
1206	1/142	1/142	1
1207	1/142	1/142	1
1208	1/142	1/142	1
1301	1/142	1/142	1
1302	1/142	1/142	1
1303	1/142	1/142	1
1304	1/142	1/142	1
1305	1/142	1/142	1
1306	1/142	1/142	1
1307	1/142	1/142	1
1308	1/142	1/142	1
1401	1/142	1/142	1
1402	1/142	1/142	1
1403	1/142	1/142	1
1404	1/142	1/142	1
1405	1/142	1/142	1
1406	1/142	1/142	1
1407	1/142	1/142	1
1408	1/142	1/142	1
1501	1/142	1/142	1
1502	1/142	1/142	1
1503	1/142	1/142	1
1504	1/142	1/142	1
1505	1/142	1/142	1
1506	1/142	1/142	1
1507	1/142	1/142	1
1508	1/142	1/142	1
1601	1/142	1/142	1
1602	1/142	1/142	1
1603	1/142	1/142	1
1604	1/142	1/142	1
1605	1/142	1/142	1
1606	1/142	1/142	1
1701	1/142	1/142	1
1702	1/142	1/142	1
1703	1/142	1/142	1

1704	1/142	1/142	1
1705	1/142	1/142	1
1706	1/142	1/142	1
1707	1/142	1/142	1
1708	1/142	1/142	1
1801	1/142	1/142	1
1802	1/142	1/142	1
1803	1/142	1/142	1
1804	1/142	1/142	1
1805	1/142	1/142	1
1806	1/142	1/142	1
1807	1/142	1/142	1
1808	1/142	1/142	1
1901	1/142	1/142	1
1902	1/142	1/142	1
1903	1/142	1/142	1
1904	1/142	1/142	1
1905	1/142	1/142	1
1906	1/142	1/142	1
1907	1/142	1/142	1
1908	1/142	1/142	1
2001	1/142	1/142	1
2002	1/142	1/142	1
2003	1/142	1/142	1
2004	1/142	1/142	1
2005	1/142	1/142	1
2006	1/142	1/142	1
2007	1/142	1/142	1
2008	<u>1/142</u>	<u>1/142</u>	<u>1</u>
TOTALS	1.0	1.0	142

[the remainder of this page is intentionally blank]

RYLAND

The Ryland Group, Inc.

7900 West 78th Street
Suite 100
Edina, MN 55439
Contractor's Lic # 2035443

952 944-7701 Office
952 944-7709 Fax
www.ryland.com

May 17, 2002

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

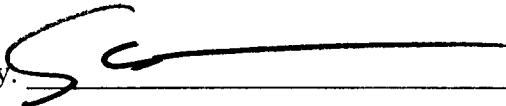
Dear Homeowner:

As required under Minnesota Statutes section 515B.2-111, this letter shall serve as notice that The Ryland Group, Inc., as Declarant under the Declaration of Common Interest Community No. 140, Stillwater Crossings Condominium, recorded in the Office of the Washington County Recorder as Document No. 3107322 (the "Declaration"), intends to exercise its Special Declarant Rights under sections 14.8 and 15 of the Declaration to add additional real estate to said Common Interest Community and subject such additional real estate to the terms of the Declaration.

A copy of the Eighteenth & Nineteenth Amendment to the Declaration describing the additional real estate and adding it to the Common Interest Community is available to you (at the offices of Ryland Homes, 7900 West 78th Street, Suite 100, Edina, Minnesota 55439 or by calling *Karaline* at 952-944-7701). Such copy will be made available to you at no charge within five (5) business days of your request.

Yours truly,

The Ryland Group, Inc.,
a Maryland corporation

By: 

Its Assistant Vice President
idmsmpl:482312_1

AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Karaline Demarais, of the City of Hopkins, County of Hennepin, in the State of Minnesota, being duly sworn upon oath, states that on the 17th day of May, 2002, he/she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community No. 140, Stillwater Crossings Condominium, County of Washington, State of Minnesota, by mailing a copy thereof in a sealed envelope with postage thereon fully prepaid, deposited in the United States Post Office at Edina, Minnesota and addressed to the following persons at their last known addresses:

COLEMAN, SCOTT
1110 BERGMANN DRIVE
STILLWATER MN 55082

THORN, NATHAN & CLARK, ELISABETH
1108 BERGMANN DRIVE
STILLWATER MN 55082

SAARANEN, ROBERT
1106 BERGMANN DRIVE
STILLWATER MN 55082

BROWN, MICHAEL
1104 BERGMANN DRIVE
STILLWATER MN 55082

NORRIS, PATRICK
1102 BERGMANN DRIVE
STILLWATER MN 55082

BUZICKY, DEANNA
1100 BERGMANN DRIVE
STILLWATER MN 55082

MEARS, CAROL
3471 JUDD TRAIL
STILLWATER MN 55082

NESJE, CARMEN
1101 BERGMANN DRIVE
STILLWATER MN 55082

PERRINS, HARRY & SHARON
1103 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, ANNE
1105 BERGMANN DRIVE
STILLWATER MN 55082

BOWMAN, KAREN & KURT
1111 BERGMANN DRIVE
STILLWATER MN 55082

SCHAFER, ELSA
1113 BERGMANN DRIVE
STILLWATER MN 55082

DAHMS, BRIAN & MISSY
1115 BERGMANN DRIVE
STILLWATER MN 55082

JON AND BONNIE CONATI
1204 TIMBER WAY
STILLWATER MN 55082

BIEBL, MICHAEL
1206 TIMBER WAY
STILLWATER MN 55082

HOFFMANN, GORDON & LYNDIA
1134 BERGMANN DRIVE
STILLWATER MN 55082

MR. TIMOTHY HANSEN
1202 TIMBER WAY
STILLWATER MN 55082

BENESH, BRADLEY
1126 BERGMANN DRIVE
STILLWATER MN 55082

HARSTAD, MATTHEW & REESE, MEGAN
1130 BERGMANN DRIVE
STILLWATER MN 55082

STASKA, DAVID
1122 BERGMANN DRIVE
STILLWATER MN 55082

MAYAVSKI, WILLIAM & JOLYNN
1124 BERGMANN DRIVE
STILLWATER MN 55082

WILLIAMS, MATHEW & HUENECKE OF OCEANS JA
3571 JUDD TRAIL
STILLWATER MN 55082

HARVEY, PAUL & ELAINE
1120 BERGMANN DRIVE
STILLWATER MN 55082

EGERSDORF, EILEEN
3551 JUDD TRAIL
STILLWATER MN 55082

FOSS, ROBERT & LAURIE
3561 JUDD TRAIL
STILLWATER MN 55082

LODAHL, ELIZABETH
1101 TIMBER WAY
STILLWATER MN 55082

CURRAN, PAUL
3541 JUDD TRAIL
STILLWATER MN 55082

SULLIVAN, MELANIE
1105 TIMBER WAY
STILLWATER MN 55082

KARIN ROSSBACH
1103 TIMBER WAY
STILLWATER MN 55082

STRASBURG, KRISTINE
1109 TIMBER WAY
STILLWATER MN 55082

BISPALA, KEITH & GROTH, JILL
1107 TIMBER WAY
STILLWATER MN 55082

SPANGLER, RITA
1121 BERGMANN DRIVE
STILLWATER MN 55082

MARY BERGLUND
1111 TIMBER WAY
STILLWATER MN 55082

NAGEL, PETER & MEYER, MICHELLE
1125 BERGMANN DRIVE
STILLWATER MN 55082

LEDBETTER, JAMES & SARAH
1123 BERGMANN DRIVE
STILLWATER MN 55082

HEINS, PAUL & DEBRA
1129 BERGMANN DRIVE
STILLWATER MN 55082

FLYNN, DAVID & WENDY
1127 BERGMANN DRIVE
STILLWATER MN 55082

BLAIR, SEAN & HANSEN-BLAIR, JAMMI
1133 BERGMANN DRIVE
STILLWATER MN 55082

HILL, SHERRY
1131 BERGMANN DRIVE
STILLWATER MN 55082

TURNQUIST, P. & DOROTHY
3502 JUDD TRAIL
STILLWATER MN 55082

ROEHRENBACH, MELISSA
1135 BERGMANN DRIVE
STILLWATER MN 55082

DONOHOO, DAVID & BARBARA
3522 JUDD TRAIL
STILLWATER MN 55082

ANDREWS, JAY & DEBORAH
3512 JUDD TRAIL
STILLWATER MN 55082

HOVLAND, ELIZABETH
3542 JUDD TRAIL
STILLWATER MN 55082

BANCHY, BRENT & PAUER-ANCHY, TIM
3532 JUDD TRAIL
STILLWATER MN 55082

GENTRY, TAMARA & DAVID
3572 JUDD TRAIL
STILLWATER MN 55082

TSCHUMPERLIN, REID
3552 JUDD TRAIL
STILLWATER MN 55082

ROGERS, ANNE
1110 TIMBER WAY
STILLWATER MN 55082

BRADLEY VIESSMAN
1112 TIMBER WAY
STILLWATER MN 55082

MCKINNEY, DAVID & CHRISTINE
1106 TIMBER WAY
STILLWATER MN 55082

CLARK, JASON
1108 TIMBER WAY
STILLWATER MN 55082

LAJOIE, GARRETT & RIDENHOWER, AMY
1102 TIMBER WAY
STILLWATER MN 55082

MINARD, TERI
1104 TIMBER WAY
STILLWATER MN 55082

ROSSOW, DARLENE
1152 BERGMANN DRIVE
STILLWATER MN 55082

STEPHENS, KATHRYN
1154 BERGMANN DRIVE
STILLWATER MN 55082

HEISE-NEFF, CHERYL
1148 BERGMANN DRIVE
STILLWATER MN 55082

CADWALLADER, LISA & RIES, BRYAN
1150 BERGMANN DRIVE
STILLWATER MN 55082

CRAWFORD, ROBERT
1144 BERGMANN DRIVE
STILLWATER MN 55082

COOK, JILL
1146 BERGMANN DRIVE
STILLWATER MN 55082

KLEIN, STEVEN & CAROL
1140 BERGMANN DRIVE
STILLWATER MN 55082

VELDE, JO ANN
1142 BERGMANN DRIVE
STILLWATER MN 55082

LOECHLER, KATHY
1143 BERGMANN DRIVE
STILLWATER MN 55082

CATHERINE NOREEN
1141 BERGMANN DRIVE
STILLWATER MN 55082

JENSEN, MICHAEL & LENORE
1147 BERGMANN DRIVE
STILLWATER MN 55082

LARSON, JUDITH
1145 BERGMANN DRIVE
STILLWATER MN 55082

ROSE, ANDREW
1151 BERGMANN DRIVE
STILLWATER MN 55082

TUSA, REBECCA & PARKER, DAVID
1149 BERGMANN DRIVE
STILLWATER MN 55082

MARKS, MARIA
1178 BERGMANN DRIVE
STILLWATER MN 55082

ANDERSON, RENEE - TRUSTEE
1180 BERGMANN DRIVE
STILLWATER MN 55082

ROETTGER, ANNETTE
1174 BERGMANN DRIVE
STILLWATER MN 55082

SCHULTZ, CLARENCE & VOGEL, JANE
1176 BERGMANN DRIVE
STILLWATER MN 55082

GRAMENZ, RYAN & CHANTEL
1170 BERGMANN DRIVE
STILLWATER MN 55082

SINGER, MARK & CHERYL
1172 BERGMANN DRIVE
STILLWATER MN 55082

GEORGES, GILLES & NGUYEN, DOAN TRANG
1173 BERGMANN DRIVE
STILLWATER MN 55082

BERG, SANDRA
1171 BERGMANN DRIVE
STILLWATER MN 55082

SEGELSTROM, DONALD
1177 BERGMANN DRIVE
STILLWATER MN 55082

HIGGS, SANDRA
1175 BERGMANN DRIVE
STILLWATER MN 55082

CHENEY, ROGER & GEORGEANN
1181 BERGMANN DRIVE
STILLWATER MN 55082

ROBERTS, WENDY
1179 BERGMANN DRIVE
STILLWATER MN 55082

PLUMMER, LANE & JUDY
1185 BERGMANN DRIVE
STILLWATER MN 55082

MOUCH, HEIDI & BUHL, JEFF
1183 BERGMANN DRIVE
STILLWATER MN 55082

BRADFORD, KRISTEN
1228 BERGMANN DRIVE
STILLWATER MN 55082

NYMO, JON & SUSAN
1230 BERGMANN DRIVE
STILLWATER MN 55082

WEIHE, LYNETTE
1224 BERGMANN DRIVE
STILLWATER MN 55082

HAUGEN, KIMBERLEY
1226 BERGMANN DRIVE
STILLWATER MN 55082

JOHNSON, WALTER & ROBERTA
1220 BERGMANN DRIVE
STILLWATER MN 55082

DE ST. AUBIN, DAN & MOFFITT, ERI
1222 BERGMANN DRIVE
STILLWATER MN 55082

HPEPHNER, MELISSA
1203 BERGMANN DRIVE
STILLWATER MN 55082

HUSS, MATTHEW
1201 BERGMANN DRIVE
STILLWATER MN 55082

ORN, WAYNE
1205 BERGMANN DRIVE
STILLWATER MN 55082

LEJAMBRE, WAYNE
1209 BERGMANN DRIVE
STILLWATER MN 55082

IGNEY, LARRY
1254 BERGMANN DRIVE
STILLWATER MN 55082

DOWLING, STEPHEN
1250 BERGMANN DRIVE
STILLWATER MN 55082

CLARK, JOHN III
1246 BERGMANN DRIVE
STILLWATER MN 55082

PRIVITERA, JAMES
1242 BERGMANN DRIVE
STILLWATER MN 55082

TAYLOR, JEAN
1241 BERGMANN DR
STILLWATER MN 55082

HILL, JANIE
1245 BERGMANN DR
STILLWATER MN 55082

JACQUES, DAVID & DIERDRE
1207 BERGMANN DRIVE
STILLWATER MN 55082

KOLSTAD, CHAD & GAIL
1211 BERGMANN DRIVE
STILLWATER MN 55082

ZENZEN, NOAH & HEATHER
1252 BERGMANN DRIVE
STILLWATER MN 55082

TSCHIDA, JENNIFER
1248 BERGMANN DRIVE
STILLWATER MN 55082

BLOHM, CURTISS
1244 BERGMANN DRIVE
STILLWATER MN 55082

GILBERT, KATHLEEN
1240 BERGMANN DRIVE
STILLWATER MN 55082

KELSEY, GARY
1243 BERGMANN DR
STILLWATER MN 55082

BROWN, STEPHEN JR
1247 BERGMANN DR
STILLWATER MN 55082

SECREST, PATRICIA
1251 BERGMANN DR
STILLWATER MN 55082

ANDREWS, MONTE & MCCALL, KELLY
1249 BERGMANN DR
STILLWATER MN 55082

FRENCH, CHRIS TOPHER & ROSENBUSH, REBECCA
1255 BERGMANN DR
STILLWATER MN 55082

SELTON, JULIE
1253 BERGMANN DR
STILLWATER MN 55082

Karalene P. Demarais

Subscribed and sworn to before me
this 17th day of May, 2002.

Sharon J. Tieg
Notary Public
idmsmpl:482216_1



INFORMATION ABOUT STILLWATER CROSSINGS

The following information is provided by Legends West Limited Partnership to purchasers of condominium sites in Stillwater Crossings.

1. The Planned Unit Development. Stillwater Crossings is a residential Planned Unit Development ("PUD") in the City of Stillwater, Washington County, Minnesota. The legal name of the PUD is "Stillwater Crossings PUD" and the legal names of the subdivision plats in the PUD are Stillwater Crossings. The marketing name and neighborhood identification will be Stillwater Crossings.

2. The Developer. Legends West Limited Partnership acquired the property, completed all of the rezoning, and will enter into a Developers Agreement with the City of Stillwater. The Planned Unit Development consists of 142 condominiums. Legends West Limited Partnership will develop the neighborhood for Ryland Homes. Currently, Legends West Limited Partnership is under contract to sell Ryland Homes all 142 condominium lots.

Developer will complete the grading, install sanitary sewer, storm sewer, water trunks and mains, curbs, streets, sidewalks, trails, entrance monuments, landscaping, and street lighting. Private utilities will be installed by various installers such as Northern States Power Gas and Electric, U.S. West, and Media One. Mailboxes will be installed by Ryland Homes.

The General Partner of Legends West Limited Partnership is The Pentom Land Company, an experienced developer of single family and townhome subdivisions in the Minneapolis/St. Paul metropolitan area. The Pentom Land Company offices are at 7597 Anagram Drive, Eden Prairie, Minnesota 55344, telephone number (612)937-0716, fax number (612)937-8635.

3. The Builder. Legends West Limited Partnership will be marketing lots to Ryland Homes. Legends West Limited Partnership and The Pentom Land Company are not related in any way financially to Ryland Homes.

4. Improvements to Stillwater Crossings PUD. Attached hereto as Exhibit A is a copy of the plan for Stillwater Crossings PUD. Legends West Limited Partnership intends to develop the PUD substantially as shown on the attached plan, but the final alignment of streets, size and shape of lots, and the number and location of lots may change during the development process. There may also be a change in the total number of lots.

a. Streets. The collector streets will be built according to the standards set out by the City of Stillwater in the

approximate locations shown on the attached plan. The final street alignments will be determined in each of the final subdivision plats. The collector streets, once accepted, will be maintained by the City of Stillwater. The streets that serve the individual townhome driveways will be owned and maintained by the Condominium Association.

b. Units. The plan attached as Exhibit A shows 142 condominiums. The precise number of units and the precise boundary of the unit will be determined in each of the final subdivision plats as approved by the City of Stillwater. The Final Plat of Phase I of the platting is attached hereto as Exhibit A and includes 24 units in 4 lots.

c. Trailways. The development plan includes a trail system approved by the City of Stillwater. A trail is proposed along 62nd Street North. 62nd Street North may also be realigned and widened. The trails along 62nd Street North will eventually be eight foot wide bituminous and will be owned and maintained by the City of Stillwater and will be open to the public. The trail along Manning Avenue will be graded and gravel base will be added until such time as Manning Avenue, i.e., C.R. 15 is upgraded. Washington County may be responsible for completing this trail. The trails will be available for walking, biking, and other similar trail uses as specified in the City of Stillwater ordinances passed by the City. Presently, it is not the policy of the City of Stillwater or Washington County to remove snow and ice during the winter season from the trailways.

d. Sidewalks. Sidewalks throughout Stillwater Crossings are either on City right-of-way land or may be on easements over lots. In all cases, sidewalks are open to the public, but it will be the responsibility of the Condominium Association to shovel the sidewalks in front of and on the sides of the residences whether on a deeded easement or in the City right-of way.

e. Ponds and Wetlands. The PUD contains a number of ponds and wetlands. The purpose of the ponds is to provide treatment and storage for storm water. The long term maintenance of these ponds will be the responsibility of the City of Stillwater and the Browns Creek Watershed District. Easements for ingress and egress to these ponds are so designated on the Plat. Each buyer should be aware of the easements that may be on the Condominium Association property. The unit owner will not be allowed to construct any major vegetation or fencing or anything that might obstruct a vehicle that might need to enter the ponds for maintenance purposes. Such vehicles might include backhoe, dump truck or similar vehicle. There also can be no assurances that these ponds will contain water as they will

fluctuate with the season, the amount of precipitation, and the ability of the soils in the ponds to maintain water. The easements may provide flowage for storm water from lots to the storm water ponds and thus the area for drainage in its natural flow to the lower existing ponds cannot be obstructed. The Condominium Association will be responsible for keeping the flowage area open for its intended purpose. Please note drainage and utility easements designated on the lot and take note of those easements that affect the property.

f. Protected Wetlands. There are wetlands on the Stillwater Crossings Plat. They are protected by the State of Minnesota Wetland Conservation Act of 1993 and other statutes and regulations, including municipal ordinances, which prohibit filling or obstructing drainage easements and wetlands. Such wetlands are so indicated on the approved plan.

g. Trees. New trees and shrubs will be installed in various places throughout the PUD according to the Landscape Plan. The developer has the right to alter such landscaping plans in such a fashion to provide landscaping in the most suitable location for the PUD. The landscape installer may guarantee the health of the trees and the plants for one year after installation. Lack of watering, damaging trees, relocating trees or placing fill over the roots will violate the warranty. The Condominium Association is responsible for the care and watering of the trees, shrubs, and other vegetation on Association property and the street right-of-way abutting the property. Entrance monuments and related landscaping will be maintained by the Condominium Association.

h. Entrance Monuments. Legends West Limited Partnership will build entrance monuments and corner monuments according to the approved plan. Such monuments will be on special Condominium Association easements. Homeowners are encouraged to review the Declaration of Covenants with respect to the implication of such monuments and insurance coverage.

5. Improvements Outside of Stillwater Crossings PUD.

During the annexation process, the City of Stillwater approved a new Guide Plan for the future development of Stillwater. All prospective buyers considering Stillwater Crossings should review the Guide Plan concerning the surrounding land uses, transportation, and trails and parks. Any questions should be directed to the Planning Department at the City of Stillwater, (651)439-6121.

a. Parks. The PUD contains both private Outlots that will be owned by Stillwater Crossings Condominium Association and public parkland. The developer of Stillwater Crossings may

install the trail system throughout the neighborhood as the subdivision is platted in various phases and may make some improvements as approved by the City of Stillwater to the deeded parkland. In the future, the City intends to make additional improvements as funds become available.

b. Surrounding Land Uses. The land directly north of Stillwater Crossings is called the Gadiant property and it is designated for Residential use. It may contain Cottage or smaller lots similar to The Legends of Stillwater or it may also contain townhomes. The area north of the Gadiant property is a residential, commercial and school neighborhood called Liberty on the Lake. The plan contains single family homes, townhouses/condominiums, a small neighborhood commercial area, a new elementary school, parks, and trails. The land south of 62nd Street, north of Trunk Highway 36, and east of County Road 15 is guided for office and institutional uses that are yet to be approved by the City of Stillwater and Stillwater Township. The proposed zoning is commercial(office/industrial), i.e., C.R.D., Campus Research and Development and this land will probably be developed over time. The land to the east is called The Legends of Stillwater, which is a residential neighborhood. The land to the west is in Grant Township and although zoned for agricultural use, it has a public golf course, which could be subdivided in the future. Land further west and north is being utilized as an apple orchard, winery, and retail facility for wine, apples, and other fruits and vegetables. For more information, call Grant Township, 651-426-3383.

c. Manning Avenue North Upgrade. No dollars have been budgeted in Washington County's Capital Improvement Project to upgrade Manning Avenue at this time. An upgrade of Manning Avenue to four lanes is included in their Comprehensive Plan 2015. For more information call Washington County Transportation Department at (651)430-4300.

d. Signal Light at West 62nd Street and County Rd. 15. A signal light at this intersection is planned, but is not in Washington County's budget at this time. 62nd St. presently does not allow traffic circulation to go east of The Legends of Stillwater. The City has plans to connect 62nd St. easterly on a proposed new road to be called Curve Crest Boulevard. When this is complete, traffic and pedestrians will be able to travel east to County Road 5. The completion of this road is unknown at this time. For more information call the Washington County Transportation Department at (651)430-4300 or the City of Stillwater Public Works Department at (651)430-8830.

6. Stillwater Crossings Condominium Association. Ryland Homes has incorporated Stillwater Crossings Condominium Association, Inc., a Minnesota Non-profit Corporation, to serve as the Condominium Association. The Association will have the power and responsibilities set forth in the Articles of Incorporation, By-laws, and Declaration of Covenants that are recorded against the real estate and generally include the following:

- a. Maintaining entrance monuments, flowers, trees, shrubs, and related lawn on common property and easements.
- b. Maintaining common open spaces.
- c. Maintaining architectural control.
- d. Levying such assessments to cover Association expenses.
- e. Maintaining street lights and paying the electrical charge for the lights.
- f. Maintaining the exterior of the units.

The maximum general assessment in 2000 will be \$125.00 per unit. Future unit assessments will be established on an annual basis. Each unit buyer should carefully read the Declaration of Covenants prior to purchasing a unit.

7. New Home Construction at Stillwater Crossings. All new homes must conform to the architectural requirements in the Declaration of Covenants.

8. Schools. School aged children at Stillwater Crossings attend schools belonging to Independent School District #834. The school assignments for 1999-2000 only are as follows:

Grades K - 6
Rutherford Elementary School
115 Rutherford Road
Stillwater, MN 55082
(651)351-6400

Grades 7-9
Stillwater Junior High School
523 W. Marsh St.
Stillwater, MN 55082
(651)351-6905

Grades 10-12
Stillwater Senior High School
5701 Stillwater Boulevard North
Stillwater, MN 55082
(651)351-8040

These are the tentative school assignments for the 1999-2000 school year and they might change for this year and future years. School assignments frequently change. Homebuyers should call School District #834, Transportation Department, (651)351-8377, for up to date information about school assignments. To contact School District #834 call, (651)351-8340.

9. Fences. No fences will be permitted.

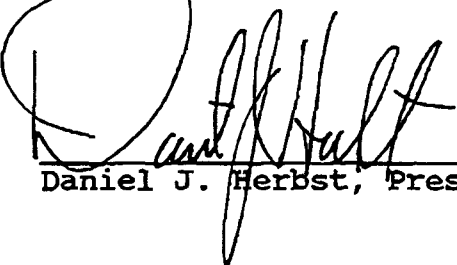
10. Fertilizer. Long Lake is a shallow basin lake that could be damaged by high nutrients as a result of fertilizer runoff from sprinkling and rainfall. Drainage ponds have been created throughout the neighborhood to reduce the runoff rate and to encourage sediment control. There is also a need to control the direct runoff from lots into the lake and the type of fertilizer used. Information is attached as it relates to the types of recommended fertilizer.

11. Tree Planting and Digging. Each lot and City right-of-way may contain underground utility lines to include gas, electric, and cable TV. It will be required that before any digging occurs on a lot or right-of-way, the utility lines must be marked in advance. Such lines are marked by an independent agency of the utility companies and the State of Minnesota called Gopher State One, (651)454-0002. Normally, there is a minimum of 48 hours advance notification to Gopher State One. In no case should digging commence until the utility lines have been so marked.

12. Changes. The above information was current as of November 30, 1999 and is subject to change without notice. Legends West Limited Partnership does not intend to issue updates as changes occur.

LEGENDS WEST LIMITED PARTNERSHIP

By: The Pentom Land Company
Its General Partner

By: 
Daniel J. Herbst, President

Date: 12-30-99

THE UNDERSIGNED BUYER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS INFORMATION ABOUT STILLWATER CROSSINGS AND FURTHER INTENDS TO READ THE DECLARATION OF COVENANTS PRIOR TO ACQUIRING A CONDOMINIUM AT STILLWATER CROSSINGS.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

IF YOU HAVE ADDITIONAL INTEREST, CALL AND WE WILL SEND THE DECLARATION OF COVENANTS. ALL PROSPECTIVE BUYERS SHOULD READ THIS INFORMATION BEFORE PURCHASING A CONDOMINIUM AT STILLWATER CROSSINGS.



copy

**CONSENT RESOLUTIONS
OF ALL OF THE DIRECTORS
OF
STILLWATER CROSSINGS CONDOMINIUM ASSOCIATION**

The undersigned, being all of the members of the Board of Directors of Stillwater Crossings Condominium Association, a Minnesota nonprofit corporation (the "Association"), hereby waive notice of time, place and purpose of the meeting of the Directors of the Association and the holding of said meeting and do hereby adopt the following resolutions by unanimous written consent, effective the 13^m day of December, 2001.

WHEREAS, Michael Sedley has submitted his written resignation as a Director of the Association; and

WHEREAS, pursuant to Section 6.8 of the Bylaws of the Association, the remaining Directors of the Association desire to fill the vacancy in the Board of Directors of the Association resulting from the resignation of Michael Sedley; and

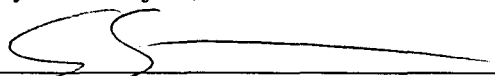
WHEREAS, the Directors of the Association desire to elect John Dierbeck to fill the vacant Director position on the Board of Directors of the Association created by the resignation of Michael Sedley, to serve as Director of the Association until the next annual meeting of the Association or until the occurrence of an earlier termination pursuant to Section 6.2 of the Bylaws of the Association.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

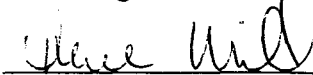
1. The resignation of Michael Sedley as a member of the Board of Directors of the Association is hereby confirmed.
2. John Dierbeck is hereby elected by the remaining Directors of the Association to serve the remaining term of Michael Sedley as a Director of the Association, effective immediately and until (1) the next annual meeting of the Association or (2) the occurrence of an earlier termination as provided in Section 6.2 of the Bylaws of the Association.



Wayne J. Soojian, Director



Steve Logan, Director

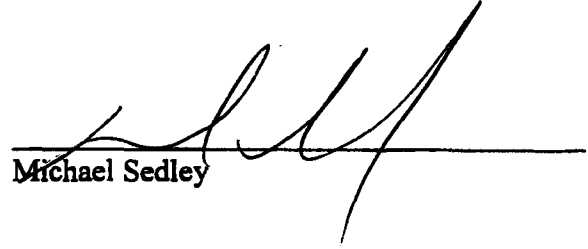


Trace Mills, Director

RESIGNATION

I, Michael Sedley, hereby resign, effective immediately, as a director of Stillwater Crossings Condominium Association, a Minnesota Non-Profit Corporation.

Dated this _____ day of DECEMBER, 2001


Michael Sedley

idmsmpl:473228_1