

ARTICLES OF INCORPORATION
OF
THE GREENHOUSE ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is The Greenhouse Association, Inc. (hereinafter the "Association").

ARTICLE II

REGISTERED OFFICE

The registered office of the Association is located at: 1406 West Lake Street, Suite 201, Minneapolis, MN 55408.

ARTICLE III

NO PECUNIARY GAIN TO MEMBERS

This Association shall not afford pecuniary gain, incidentally or otherwise, to its members.

ARTICLE IV

GENERAL

The terms used in the Articles of Incorporation shall have the same meaning as they have in the Declaration hereinafter defined.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The specific purposes for which the Association is formed are to provide for the maintenance, preservation and architectural control of The Greenhouse Condominium, a Common Interest Community located in the City of Minneapolis, and State of Minnesota, and such additions thereto as may hereinafter be brought within the jurisdiction of the Common Interest Community Declaration filed or to be filed in the office of the County Recorder, Hennepin County, Minnesota ("Declaration"), and to promote the health, safety and welfare of the residents within the above-described property; and in fulfillment of this purpose to do the following:

- (a) adopt, amend and revoke Rules and Regulations not inconsistent with the Declaration, the Bylaws of the Association or these Articles ("Governing Documents"), as follows: (i) regulating the use of the common Elements; (ii) regulating the use of the Units, and the conduct of Owners and Occupants, which may jeopardize the health, safety, or welfare of other Owners and Occupants, which involves noise or other disturbing activity, or which may damage the Common Elements or other Units; (iii) regulating or prohibiting animals; (iv) regulating changes in the appearance of the exterior of the units and the Common Elements and conduct which may damage the Property; (v) regulating the exterior appearance of the Property, including but not limited to, landscaping, balconies and patios, window treatments and signs and other displays, regardless of whether inside a Unit; (vi) implementing the provisions of the Governing Documents, and exercising the powers granted by this Section and (vii) otherwise facilitating the operation of the Property;
- (b) adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Owners;
- (c) hire and discharge managing agents and other employees, agents and independent contractors;
- (d) institute, defend, or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself or two or more Owners on matters affecting the Common Elements or other matters affecting the Property or the Association, or, (ii) with the consent of the Owners of the affected Units on matters affecting only those Units;
- (e) make contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement and modification of the Common Elements and the Units;

- (g) cause improvements to be made as a part of the Common Elements;
- (h) acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, subject to the requirements of the Minnesota Common Interest Ownership Act ("Act") for the conveyance or encumbrance of the Common Elements;
- (i) grant public utility easements through, over or under the common Elements, and, subject to approval by resolution of the Owners other than a declarant or its affiliates at a meeting duly called, grant other public or private easements, leases and licenses through, over or under the Common Elements;
- (j) impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Owners;
- (k) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Governing Documents and the Rules and Regulations;
- (l) impose reasonable charges for the review, preparation and recordation of amendments to the Declaration or Bylaws, resale certificates required by Section 515B.4-107 of the Act, statements of unpaid assessments, or furnishing copies of Association records;
- (m) provide for the indemnification of its officers and directors, and maintain directors and officers liability insurance;
- (n) provide for reasonable procedures governing the conduct of meetings and the election of directors;
- (o) appoint, regulate and dissolve committees; and
- (p) exercise any other powers conferred by law or the Governing Documents, or that are necessary and proper for the governance of the Association.

ARTICLE VI

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation unless and until such

person has acquired title pursuant to foreclosure of said obligation or deed or proceedings in lieu thereof and any period in which the fee owner may redeem has terminated. Where any such Unit is being sold by the fee owner to a contract vendee who is entitled to possession, the contract vendee shall be considered the owner of the Unit and a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Unit which is subject to assessment by the Association.

ARTICLE VII

VOTING RIGHTS

The Association shall have a single class of voting membership. Members shall have no rights of cumulative voting. Members may vote by voice, ballot, proxy, mail or other reasonable means.

ARTICLE VIII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of at least three (3) Directors, but not more than nine (9) Directors, who need not be members of the Association. The number of Directors may be increased or decreased by amendment to the Bylaws, provided, however, that the Board of Directors shall always be between three (3) and nine (9) persons and provided, further, that the number of Directors shall always be an odd number. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors as provided in the Bylaws are:

<u>Name</u>	<u>Address</u>
Todd R. Iliff	3300 Edinborough Way, Suite 600 Edina MN 55435
Rick Johnston	7400 Lyndale Avenue South, Suite 140 Richfield, MN 55423
Shawn Punjwani	7940 Nicollet Avenue Minneapolis MN 55420

ARTICLE IX
INCORPORATOR

The name and address of the incorporator of the Association is as follows:

<u>Name</u>	<u>Address</u>
Todd R. Iliff	3300 Edinborough Way, Suite 600 Edina MN 55435

ARTICLE X
PERSONAL LIABILITY OF MEMBERS

The members of this Association shall not be liable for Association obligations except as provided for and authorized under the Declaration.

ARTICLE XI
CAPITAL STOCK

The Association shall have no capital stock.

ARTICLE XII
DISSOLUTION

The Association may be dissolved by a vote of the members entitled to cast eighty percent (80%) of the votes of each class of membership provided that any additional consent required by the Declaration is obtained. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. No such disposition of Association properties shall be effective to divest or diminish any right to title of any member vested in him or her under the Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XIII

DURATION

The corporation shall exist perpetually.

ARTICLE XIV

AMENDMENTS

These Articles may be amended at a regular or special meeting of the members by a vote of sixty-seven (67%) percent of each class of members present in person or by proxy, provided that such additional consent as required by the Declaration is obtained.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto set his hand this 27th day of December 2004.



Incorporator

COMMON INTEREST COMMUNITY NO. 1495
CONDOMINIUM
THE GREENHOUSE CONDOMINIUM
BYLAWS

TABLE OF CONTENTS

	<u>Page</u>
DEFINITIONS	1
Bylaw 1. <u>Definitions</u>	1
MEMBERS AND VOTING	1
Bylaw 2. <u>Membership</u>	1
Bylaw 3. <u>Transfer of Membership</u>	1
Bylaw 4. <u>Multiple Owners</u>	2
Bylaw 5. <u>Voting</u>	2
Bylaw 6. <u>Quorum</u>	2
Bylaw 7. <u>Proxies</u>	2
MEETINGS	2
Bylaw 8. <u>Place of Meetings</u>	2
Bylaw 9. <u>Annual Meetings</u>	3
Bylaw 10. <u>Special Meetings</u>	3
Bylaw 11. <u>Notice of Meetings</u>	3
Bylaw 12. <u>Adjourned Meetings</u>	3
Bylaw 13. <u>Order of Business</u>	4
Bylaw 14. <u>Fair Voting Procedures</u>	4
BOARD OF DIRECTORS	5
Bylaw 15. <u>First Board of Directors</u>	5
Bylaw 16. <u>Number and Qualification</u>	5
Bylaw 17. <u>Nomination</u>	5
Bylaw 18. <u>Term and Election</u>	5
Bylaw 19. <u>Powers and Duties</u>	5
Bylaw 20. <u>Vacancies</u>	5
Bylaw 21. <u>Removal of Directors</u>	6
Bylaw 22. <u>Organization Meeting</u>	6
Bylaw 23. <u>Regular Meetings</u>	6
Bylaw 24. <u>Special Meetings</u>	6
Bylaw 25. <u>Open Meetings</u>	6
Bylaw 26. <u>Telephone Conference</u>	6
Bylaw 27. <u>Waiver of Notice</u>	7
Bylaw 28. <u>Board of Directors' Quorum and Voting</u>	7
Bylaw 29. <u>No Proxies</u>	7
Bylaw 30. <u>Action Without a Meeting</u>	7
Bylaw 31. <u>Compensation</u>	7

OFFICERS	7
Bylaw 32. <u>Designation</u>	7
Bylaw 33. <u>Election of Officers</u>	7
Bylaw 34. <u>President</u>	8
Bylaw 35. <u>Vice President</u>	8
Bylaw 36. <u>Secretary</u>	8
Bylaw 37. <u>Treasurer</u>	8
Bylaw 38. <u>Committees</u>	8
ANNUAL REPORT	8
Bylaw 39. <u>Annual Report</u>	8
MISCELLANEOUS	9
Bylaw 40. <u>Right of Corporate or Partnership Unit Owner to Substitute</u>	9
Bylaw 41. <u>Indemnification of Officers and Directors</u>	9
Bylaw 42. <u>Termination of Contracts</u>	9
Bylaw 43. <u>Notice</u>	10
Bylaw 44. <u>Amendments to Bylaws</u>	10
Bylaw 45. <u>Conflicts</u>	10
Bylaw 46. <u>Inspection of Books and Records</u>	10
Bylaw 47. <u>Financial Statements</u>	10
Bylaw 48. <u>Notice to Association</u>	10
CERTIFICATE	10

COMMON INTEREST COMMUNITY NO. 1495

CONDOMINIUM

THE GREENHOUSE CONDOMINIUM

BYLAWS

These Bylaws serve a dual role. They are the Bylaws of The Greenhouse Association, Inc., a Minnesota nonprofit corporation (the "Association") organized under Minnesota Statutes Chapter 317A, the Minnesota Nonprofit Corporation Act, and they are also the Bylaws of the common interest community described as The Greenhouse Condominium, Common Interest Community No. 1495, Hennepin County, Minnesota (the "CIC") under Minnesota Statutes Chapter 515B, the Minnesota Common Interest Ownership Act (the "Act").

DEFINITIONS

Bylaw 1. Definitions. Any words or terms used in these Bylaws which are defined in the Act shall have the meaning there ascribed to them. Any words or terms used in these Bylaws which are defined in the Declaration for The Greenhouse Condominium, Common Interest Community No. 1495, filed for record in the office of the Registrar of Titles for Hennepin County, Minnesota, ("Declaration") shall have the meaning there ascribed to them.

MEMBERS AND VOTING

Bylaw 2. Membership. Each owner of a unit in The Greenhouse Condominium shall be a member of the Association, and no other person or entity shall be entitled to membership. The Declarant, or its successors in interest or assigns, shall be entitled to membership in the Association only so long as the same is the owner of one or more units in the CIC.

Bylaw 3. Transfer of Membership. Each membership is appurtenant to the unit on which it is based and shall transfer automatically by voluntary or involuntary conveyance of the ownership of that unit. It shall be the responsibility of each owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former owner as a member, in its sole discretion. In the event the owner of any unit should fail or refuse to transfer the membership to the transferee of title of such unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Bylaw 4. Multiple Owners. When more than one person holds an ownership interest in a unit, the vote for such unit shall be exercised as they between or among themselves determine and jointly signify in writing to the Secretary of the Association, but in no event shall more than the assigned voting power be cast with respect to any unit nor shall the voting power allocated to a unit be split or otherwise cast separately by the several unit owners. In the event multiple owners of a unit cannot agree on the exercise of voting power for such unit, the vote shall not be cast. A Director shall not vote upon such determination with respect to a unit of which said director is one of the multiple owners.

Bylaw 5. Voting. Each unit shall be entitled to one vote. Cumulative voting shall not be permitted. A majority of those voting shall govern all determinations of the unit owners, except where a greater vote is required by the Act, the Declaration or these Bylaws. No vote shall be cast with respect to any unit while it is owned by the Association. During any period when the assessments against a unit are unpaid for more than sixty (60) days after due and payable, the unit's voting rights may be suspended.

Bylaw 6. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of owners representing thirty percent (30%) of the voting power of the Association shall constitute a quorum. If the voting power of a unit is suspended by reason of delinquency in payment of assessments, or if a unit is owned by the Association such voting power shall be deducted from the quorum requirement. The vote on any issue, except the election of Directors, may be by mail ballot, provided that the total votes cast constitute a quorum.

Bylaw 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. A person designated by a proxy to act for a member need not be a member.

MEETINGS

Bylaw 8. Place of Meetings. Meetings of the Association shall be held at the CIC or such other suitable place within Hennepin County, Minnesota, and convenient to the unit owners as may be designated by the Board of Directors.

Bylaw 9. Annual Meetings. The first meeting of the members following the termination of the "period of declarant control" (as described in the Declaration under the authority of Section 515B.3-103 of the Act) shall be deemed to be the "first annual meeting" of the Association. The exact date of such first annual meeting shall be set by the Board of Directors, but such date shall conform to the requirements of Section 515B.3-103 of the Act. At such first annual meeting of the members, the members may designate a regular date for successive annual meetings. If the members fail to designate such a regular date, the Board of Directors may continue to designate the date of the next annual meeting until such designation is made by the members. If any designated date falls upon a legal holiday, it shall be understood that the actual date of the meeting shall be the next business day succeeding such designated date. At such meetings in accordance with the require-

ments of Bylaw 17 of these Bylaws, Directors shall be elected by ballot of the unit owners. The unit owners also may transact such other business of the Association as properly may come before them. In all events, a meeting of the members shall be held at least once each year. If a regular meeting of the members has not been held during the preceding fifteen (15) months, ten percent (10%) or more of the members with voting rights may demand a meeting in accordance with Minnesota Statutes Section 317A.431, subd. 2.

Bylaw 10. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon the presentation to the Secretary of a petition therefor signed by owners of two (2) or more units or by three (3) Directors. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless all of the members with voting rights have waived notice of the meeting under Minnesota Statutes Section 317A.435. One or more special meetings may be held before there has been a "first annual meeting."

Bylaw 11. Notice of Meetings. It shall be the duty of the Secretary to send to each unit owner, at least twenty-one (21) days, and not more than thirty (30) days, in advance of an annual meeting of the unit owners, and not less than seven (7) days and not more than thirty (30) days in advance of any other meeting, notice of the date, time, place, and complete agenda of the meeting and the procedures for appointing proxies. The notice shall be hand-delivered or sent by United States mail, postage prepaid, to all unit owners of record at the address of their respective units or to such other address or addresses as any of them may have designated in writing to the Secretary.

Bylaw 12. Adjourned Meetings. If any meeting of unit owners cannot be organized because a quorum is not present, the unit owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than sixty (60) days from the time the original meeting was called, with no further notice than that given at such adjourned meeting, and the quorum at such adjourned meeting shall be one-half ($\frac{1}{2}$) of the ordinary quorum.

Bylaw 13. Order of Business. The order of business at all annual meetings of the unit owners shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Report of officers.
- e. Report of committees.

- f. Designation of regular date for annual meetings (if necessary)
- g. Election of Board of Directors.
- h. Unfinished business.
- i. New business.
- j. Open forum.
- k. Announcement of date, time and place of organization meeting of new Board of Directors.
- l. Adjournment.

Bylaw 14. Fair Voting Procedures. The following shall be considered minimum standards to assure fair voting procedures:

- a. All proxies should be available for inspection prior to and during a members meeting, so that a reasonable opportunity is afforded to challenge and count proxies.
- b. All mail ballots and all proxies cast at a meeting should be first opened at the time the votes on an election or issue are counted and tallied.
- c. In the case of an election of a director, every candidate or designee of a candidate may observe the counting and tallying of votes; and on any other issue, a reasonable number of observers from both sides of each issue shall observe the counting and tallying of votes.
- d. The vote count on each election and issue shall be announced before adjournment of the meeting, and shall be available to all members in written form, signed by the secretary of the Association, within seven (7) days of the meeting.
- e. A member who is delinquent in the payment of assessments may reinstate voting rights for a meeting by payment of the delinquency by delivering a check to the secretary, treasurer or president of the Association before the meeting is called to order, unless a different requirement is adopted by the Board and the delinquent member is given written notice thereof at least fifteen (15) days before the meeting.

BOARD OF DIRECTORS

Bylaw 15. First Board of Directors. The first Board of Directors shall consist of three persons designated in the Articles of Incorporation, who need not be unit owners, and who shall serve until the "first annual meeting" of the members or until their successors are elected and qualified. Should any vacancy occur in the first Board of Directors it shall be filled by Declarant. The first Board of Directors shall have the power to adopt the Bylaws of the Association, to elect officers, to establish a schedule of assessments which shall be effective until December 31st of the year in which occurs the "first annual meeting" of the Association, and shall have generally the powers and duties as set forth in Bylaw 19.

Bylaw 16. Number and Qualification. The number of Directors constituting the Board of Directors shall be at least three (3). The exact number of Directors shall be determined by a majority vote of the members at each annual meeting of the members, but if the members make no such explicit determination at an annual meeting, the number of authorized Directors will be deemed to be the same as the prior year. All Directors shall themselves be unit owners, officers or employees of a corporate unit owner, or partners or employees of a partnership unit owner.

Bylaw 17. Nomination. Nominations may be made by any two (2) members in a written nomination to the Secretary or by motion and second from the floor at the annual meeting.

Bylaw 18. Term and Election. The term of office of each Director shall be fixed at one (1) year. Directors shall be elected by plurality, subject however to Declarant's rights during the "Period of Declarant Control" as specified in the Declaration. Each Director shall hold office until his or her respective successor has been elected.

Bylaw 19. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the CIC and may act on behalf of the Association and do all such acts and things except as by the Act or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, those set forth in Section 515B.3-102 of the Act.

Bylaw 20. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal and substitution by a corporate or partnership unit owner under Bylaw 40, shall be filled by the majority vote by the remaining Directors even though they may constitute less than a quorum. Each person so elected shall serve as a Director for the unexpired term of his/her predecessor.

Bylaw 21. Removal of Directors. At any regular or special meeting of the unit owners duly called, any one or more of the Directors may be removed with or without cause by a majority of the unit owners present in person or by proxy, and a successor may then

and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Bylaw 22. Organization Meeting. The first meeting of the Board of Directors each year following the annual meeting of unit owners shall be held within ten (10) days of the annual owners' meeting, and if the date, time and place are announced at the annual owners' meeting, no further notice shall be necessary.

Bylaw 23. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within the State of Minnesota, as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, at least twenty-five (25) days prior to the day named for such meeting.

Bylaw 24. Special Meetings. Special meetings of the Board of Directors may be called by the President on not less than seven (7) days notice to each Director, which notice shall state the time, place within the State of Minnesota, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Bylaw 25. Open Meetings. Except as otherwise provided in the Act, meetings of the Board of Directors must be open to the unit owners. To the extent practicable, the Board shall give reasonable notice to the unit owners of the date, time and place of a board meeting. If the date, time and place of meetings are announced at a previous meeting of the Board, posted in a location accessible to the unit owners and designated by the Board from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice is not required.

Bylaw 26. Telephone Conference. A meeting of the Directors or any committee of the Board may be conducted by a telephone conference or any means of communication through which the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given as would be required for a meeting and if the number of persons participating in the conference is sufficient to constitute a quorum. Participating in a conference constitutes personal presence at the meeting. A Director may participate in a Board meeting by means of communication through which the Director, other Directors participating, and all other Directors physically present at the meeting may simultaneously hear each other during the meeting. Participation in a meeting by this means constitutes personal presence at the meeting.

Bylaw 27. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time, place and

purpose thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Bylaw 28. Board of Directors' Quorum and Voting. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the meeting may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Bylaw 29. No Proxies. Directors shall not vote by proxy.

Bylaw 30. Action Without a Meeting. Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in a writing signed a majority of the Directors.

Bylaw 31. Compensation. The Directors will receive no compensation for their services as Directors. However, when authorized by the board, Directors and others may be reimbursed for actual expenses incurred in connection with the business of the Association, and officers may be compensated for bookkeeping or record keeping functions.

OFFICERS

Bylaw 32. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. All principal officers shall be elected by and from the Board of Directors. The offices of Treasurer and Secretary may be filled by the same person. The Board may from time to time appoint an assistant secretary and such other officers, with such duties, as in their judgment may be desirable, and such officers need not be members. Any person may hold more than one office, except that the office of President and Vice President shall be held by separate persons and those persons shall not hold any other office in the Association.

Bylaw 33. Election of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board. All officers shall hold office at the pleasure of the Board.

Bylaw 34. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of President of any Association including but not limited to seeing that all orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments (except to the extent that the Board of Directors

authorizes or mandates the delegation of such authority). The President shall have such other duties as prescribed by the Board.

Bylaw 35. Vice President. The Vice President shall act in the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act on an interim basis. The Vice President also shall perform such other duties as shall from time to time be required by the Board of Directors.

Bylaw 36. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall give notice of all meetings of the Board and of the members, shall keep appropriate current records showing the members of the Association, together with their addresses and shall perform such other duties as may be required by the Board.

Bylaw 37. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall sign all checks and shall be responsible for the deposit of all moneys and valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors, except to the extent that the Board of Directors authorizes or mandates the delegation of such authority to a manager or agent.

Bylaw 38. Committees. The Board shall appoint members of a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may establish other committees and appoint their members as deemed appropriate in carrying out its purposes.

ANNUAL REPORT

Bylaw 39. Annual Report. The Association shall prepare and provide to each unit owner at or prior to each annual meeting a report of the affairs of the Association including at least the following information:

- a. A statement of any capital expenditures in excess of two percent (2%) of the current budget or Five Thousand and No/100 Dollars (\$5,000.00), whichever is greater, approved by the Association for the current year or succeeding two (2) fiscal years;
- b. A statement of the balance of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors;

- c. A copy of the statement of revenues and expenses for the Association's last fiscal year and a balance sheet as of the end of said fiscal year;
- d. A statement of the status of any pending litigation or judgments to which the Association is a party;
- e. A statement of the insurance coverage provided by the Association; and
- f. A statement of the total past due assessments on all units, current as of not more than sixty (60) days prior to the date of the meeting.

MISCELLANEOUS

Bylaw 40. Right of Corporate or Partnership Unit Owner to Substitute. Whenever a director or officer of the Association is an officer or employee of a corporate unit owner or a partner or employee of a partnership unit owner, the respective corporation or partnership may by written notice to the Association remove such director or officer of the Association and designate another such person to serve the unexpired balance of the term

Bylaw 41. Indemnification of Officers and Directors. To the full extent permitted by Minnesota Statutes Section 317A.521 as amended from time to time, or by other provisions of law, each person who was or is a party or is threatened to be made a party to any proceeding by reason of a former or present official capacity in the Association shall be indemnified.

Bylaw 42. Termination of Contracts. If entered in prior to expiration of the period of Declarant control, (i) any management contract, employment contract, or lease of recreational facilities, units, garages or other parking facilities, (ii) any contract, lease or license binding the Association to which a Declarant or an affiliate of a Declarant is a party, or (iii) any contract, lease or license binding the Association or any unit owner other than the Declarant or an affiliate of the Declarant which is not bona fide or which was unconscionable to the unit owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the expiration of Declarant control upon not less than ninety (90) days notice to the other party.

Bylaw 43. Notice. "Notice" has the meaning given in Section 317A.011, subdivision 14 of the Minnesota Nonprofit Corporation Act.

Bylaw 44. Amendments to Bylaws. These Bylaws may only be amended in a manner authorized by Minnesota Statutes, Section 317A.181.

Bylaw 45. Conflicts. In case any of these Bylaws conflicts with the provisions of the Act, the provisions of the Act will apply. In case any of these Bylaws conflicts with the

provisions of the Declaration or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation will apply.

Bylaw 46. Inspection of Books and Records. Current copies of the Declaration, Bylaws, other rules concerning the CIC, and the books, records, and financial statements of the Association shall at all times, during reasonable and normal business hours, be available for inspection by any unit owner, prospective purchaser, unit lender or the holder, insurer and guarantor of a mortgage on any unit at the principal office of the Association, and copies of the same may be purchased at reasonable cost.

Bylaw 47. Financial Statements. The Association shall have no obligation to have its financial statements audited (subject to the provisions of 515B providing for an annual review unless waived), but any mortgage holder shall be entitled, upon written notice, to have an audited financial statement of the Association for the immediately preceding fiscal year prepared at its expense (unless one is otherwise available, in which case it shall be provided free of charge to the party so requesting). Any financial statement shall be furnished free of charge within a reasonable time upon request from any such owner, lender, holder, issuer or guarantor or any prospective owner, lender, holder, insurer or guarantor.


Bylaw 48. Notice to Association. An owner who mortgages the owner's unit shall notify the Association through the management agent, if any, or the President or the Board of Directors in the event there is no management agent, of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units."

CERTIFICATE

The foregoing were adopted as the Bylaws of The Greenhouse Association, Inc., a Minnesota nonprofit corporation, at the meeting of the Board of Directors on December 27, 2004, the Date of Adoption.

The undersigned hereby executes these Bylaws and certifies that they were adopted as the Bylaws of The Greenhouse Association, Inc. a nonprofit corporation incorporated under the laws of the State of Minnesota, by the Board of Directors effective as of the Date of Adoption.

THE GREENHOUSE ASSOCIATION, INC.

By: 
Its: Secretary

COMMON INTEREST COMMUNITY NO. 1495
CONDOMINIUM
THE GREENHOUSE CONDOMINIUM
DECLARATION

TABLE OF CONTENTS

	<u>Page</u>
1. <u>DEFINITIONS</u>	1
2. <u>IDENTITY OF REAL ESTATE AND CIC</u>	2
3. <u>CIC PLAT</u>	2
4. <u>OWNERS ASSOCIATION</u>	2
5. <u>UNITS AND UNIT IDENTIFIERS</u>	2
6. <u>BOUNDARIES</u>	2
7. <u>USE OF UNITS</u>	3
8. <u>LIMITED COMMON ELEMENTS</u>	3
9. <u>ALLOCATED INTERESTS</u>	4
10. <u>ASSESSMENTS</u>	5
11. <u>ALTERNATIVE ASSESSMENT PROGRAM</u>	7
12. <u>ENCROACHMENT EASEMENT</u>	7
13. <u>ASSOCIATION MAINTENANCE RESPONSIBILITY</u>	7
14. <u>OWNERS' MAINTENANCE</u>	8
15. <u>INSURANCE, CASUALTY AND EMINENT DOMAIN</u>	9
16. <u>ARCHITECTURAL RESTRICTIONS</u>	10
17. <u>RENTAL RESTRICTIONS</u>	11
18. <u>GENERAL RESTRICTIONS</u>	11
19. <u>COMPLIANCE AND REMEDIES</u>	14
20. <u>FIRST MORTGAGEES</u>	17

21. <u>SPECIAL DECLARANT RIGHTS</u>	17
22. <u>AMENDMENTS</u>	18
23. <u>WORKING CAPITAL FUND</u>	19
24. <u>MISCELLANEOUS</u>	20

**COMMON INTEREST COMMUNITY NO. 1495
CONDOMINIUM
THE GREENHOUSE CONDOMINIUM
DECLARATION**

THIS DECLARATION is made as of the 17th day of May 2005, by Greenhouse TRI, LLC, a Minnesota limited liability company, Greenhouse CJ, LLC, a Minnesota limited liability company, Greenhouse JV, LLC, a Minnesota limited liability company, Greenhouse Embassy, LLC, a Minnesota limited liability company, and Akberbali S. Punjwani, married to Fatima A. Punjwani (jointly the "Declarant") pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minn. Stat. §§ 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS

Declarant is the equitable owner of the following described real estate located in Hennepin County, Minnesota: See attached Exhibit A, all of which real estate constitutes and is referred to herein as the "Real Estate".

Declarant wishes to establish the Real Estate as a condominium under the Act.

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

1. DEFINITIONS

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

- a. "Association" shall mean The Greenhouse Association, Inc., a Minnesota nonprofit corporation.
- b. "Board of Directors" or "Board" shall mean the board of directors of the Association.
- c. "Member" shall mean any person or entity holding membership in the Association.

- d. "Governing Documents" shall mean this Declaration, the Articles of Incorporation and Bylaws of the Association as amended from time to time.

2. IDENTITY OF REAL ESTATE AND CIC

2.01 This Declaration establishes Common Interest Community No. 1495, Hennepin County, Minnesota, under the name The Greenhouse Condominium. It is a condominium (and not a planned community or cooperative), and is not subject to a master association. The real estate included within this CIC is legally described on the attached Exhibit A.

3. CIC PLAT

3.01 The CIC Plat for this CIC has been recorded simultaneously with, and as a part of, this Declaration.

4. OWNERS ASSOCIATION

4.01 The Association has been incorporated as a Minnesota nonprofit corporation under Minn. Stat. Ch. 317A to act as the association of unit owners required by Section 515B.3-101 of the Act.

5. UNITS AND UNIT IDENTIFIERS

5.01 This CIC consists of seventy (70) residential units, seventy-six (76) underground garage units and two (2) laundry room units. The unit identifier of each unit is shown on the CIC Plat.

6. BOUNDARIES

6.01 The unit boundaries of the residential Units and the laundry room Units (L225 and L325) shall be the walls, floors and ceilings of each unit, as described in further detail in Section 515B.2-102(b) of the Act. The unit boundaries of the underground garage Units shall be the floors and ceilings of each unit and the horizontal and vertical boundaries as indicated on the CIC Plat, and as described in further detail in Section 515B.2-102(b) of the Act.

6.02 The privacy walls separating the limited common element patios as shown on the plat are common elements.

7. USE OF UNITS

7.01 The residential Units identified on Exhibit B (*i.e.*, those other than the underground garage units and Units L225 and L325) are restricted to residential use. The underground garage units identified on Exhibit B, and Units L225 and L325, are restricted to nonresidential use. The following activities in a unit shall not be considered a violation of this restriction:

- a. The maintenance by the Association or its manager of an office for purposes of management of this condominium.
- b. The use of a unit by an owner for home office or studio uses which are incidental to the principal residential use of the unit, which comply with applicable zoning, and which do not invite or generate regular or frequent visit by clients, customers, employees, coworkers or the public.
- c. Notwithstanding anything to the contrary, Units L225 and L325 are not residential units and are designed to be used as laundry rooms. The operation of Units L225 and L325 as laundry rooms including any and all uses incidental to the use of such unit as a laundry room for use by all residential unit owners, such as coin operated vending or washers and dryers, shall be permitted. Notwithstanding anything to the contrary, amendment of this Section 7.02(c) shall require the consent of the owner(s) of Units L225 and L325.

8. LIMITED COMMON ELEMENTS

8.01 Limited Common Elements. Certain portions of the common elements are allocated for the exclusive use of one or more but fewer than all of the units. The limited common elements are specified in Section 515B.2-102(d) and (f) of the Act. The decks appurtenant to the units are limited common elements designated to such units.

8.02 Storage Spaces. The Declarant shall have the authority, at the time of the initial conveyance of any Unit to an Owner, to assign an individual storage space in the Common Element Areas labeled as "Common Element Storage" located in the Condominium Building as depicted on the CIC Plat for the exclusive use of such Owner. The Declarant shall designate the storage spaces with an individual numbering system. At the time of such initial conveyance, if a Unit is to have an assigned storage space, the Declarant shall by appropriate instrument assign such Owner a storage space and shall cause the Association to maintain a permanent record of such assignment in the books of the Association. After the initial conveyance of the Unit, upon the joint written request to the Board of the Owners of any two Units, at least one of which shall be the present owner

of an assigned storage space, the Board shall have the authority to reassign such storage space in the manner requested, and a permanent written record of such reassignment shall be maintained in the books of the Association.

9. ALLOCATED INTERESTS

9.01 Allocation. Each of the units is hereby allocated the percentage of undivided interests in the common elements and in the common expenses of the Association, specified in Exhibit B attached to this Declaration. However, certain expenses may be assessed on a different basis, or against one or fewer than all units, under the following circumstances:

- a. Any common expenses associated with the maintenance, repair, or replacement of a limited common element undertaken by the Association may be assessed exclusively against the unit or units to which that limited common element is assigned, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- b. Any common expense or portion thereof benefiting fewer than all of the units may be assessed exclusively against the units benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each unit.
- c. The costs of insurance may be assessed in proportion to value, risk or coverage, and the costs of utilities may be assessed 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 this Declaration, Bylaws, the Act, or the Rules and Regulations, against an Owner or occupant or their guests, may be assessed against the Owner's unit.
- e. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B-116(a) of the Act.
- f. Assessments levied under Section 515B-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 thirty (30) days past due, then the Association may, upon ten (10) days written notice of the Owner, declare the entire 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.
- j. Assessments described in Subsections 9.01.a. through h. shall not be considered special assessments as described in Subsection 10.02.

9.02 Formula. The formula for the allocation of interests is specified as set forth on Exhibit B for each unit.

9.03 Voting. Each unit shall have one vote in the Association.

10. ASSESSMENTS

10.01 General. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B.3-116 specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The following Subsections 10.02 through 10.04 supplement those provisions.

10.02 Annual Assessments. Annual Assessments shall be established and levied by the Board. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual assessments shall provide, among other things, for contributions to a separate reserve fund sufficient 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 common interest community.

- b. After a common expense assessment is levied, the annual assessment may be subsequently increased by the Board.

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

10.04 Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all units not later than one hundred twenty (120) days after the conveyance of the first unit to an owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

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

10.06 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 this 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, if a first mortgage on a unit is foreclosed, the first mortgage was recorded on or after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Chapters 580, 581, and 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 Section 515B.3-115(a), (h)(1) to (3), (i), and (1) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

10.07 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, in recordable form, 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.

11. ALTERNATIVE ASSESSMENT PROGRAM

11.01 The following alternative assessment program is established pursuant to Section 515B.3-115(a)(2) of the Act. Notwithstanding anything to the contrary in this Declaration, if a Common Expense assessment has been levied, any Unit owned by Declarant for initial sale shall be assessed at the rate of 25% of the assessment levied on other Units of the same type until a certificate of occupancy has been issued with respect to the 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 continue with respect to the Unit until the certificate of occupancy is issued for that Unit. There are no assurances that this alternative assessment program will have no effect on the level of services for items set forth in the Association's budget.

12. ENCROACHMENT EASEMENT

12.01 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.

13. ASSOCIATION MAINTENANCE RESPONSIBILITY

13.01 Common Elements. The Association shall be responsible for the maintenance and repair of the common elements, including limited common elements, the expense of which shall be allocated as described in the Act and this Declaration. The Association shall have the exclusive right to manage, maintain and alter the common elements.

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

13.03 Personal Property and Real Estate for Common Use. The Association may acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and real estate and may dispose of the same by sale or otherwise. Such

beneficial interest shall not be transferable except with the transfer of title to a unit, provided that an owner may delegate the right of enjoyment of such property to residents of such unit. A transfer of title to a unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other owners. The transfer of title to a unit under foreclosure shall entitle the purchaser to the beneficial interest in such property associated with the foreclosed unit.

14. OWNERS' MAINTENANCE

14.01 Upkeep and Maintenance. Each owner shall be responsible for the upkeep and maintenance of such owner's unit, and to the extent not otherwise maintained by the Association, the assigned limited common elements, and each owner shall maintain the owner's unit free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other units. Every owner must perform promptly all cleaning, maintenance and repair work within his unit, which, if omitted, would affect another unit or units, being expressly responsible for the damages and liabilities that failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an owner to remove offending items, or to use a professional exterminator, and upon failure of the owner so to do, the Association after reasonable notice may enter the unit with a professional exterminator or other appropriate contractor and take corrective action, charging the owner of such unit for the reasonable cost thereof. An owner shall do no act nor any work that will impair the structural soundness or integrity of the building, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the common elements, the other units, or their owners.

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

15. INSURANCE, CASUALTY AND EMINENT DOMAIN

15.01 Association's Policies. Section 515B.3-113 of the Act requires the Association to maintain casualty insurance coverage on the common elements and units. The same section also requires general liability coverage, authorizes the Association to carry any other insurance it considers appropriate, specifies minimum notice from an insurer prior to cancellation, specifies other provisions for such insurance, requires the Association or an insurance trustee to adjust all losses, and describes the Association's duty with respect to repair or rebuilding after casualty to common elements or units. The provisions of the Act described in this paragraph may not be varied or waived, but are hereby supplemented, as follows:

- a. The Association shall carry workers compensation insurance whenever it has eligible employees.
- b. The Association may carry fidelity insurance and shall do so whenever required by a holder, insurer or guarantor of a mortgage.
- c. The Association may enter into binding agreements with one or more holders, insurers or guarantors of mortgages obligating the Association to keep specified coverages in effect for specified periods and to notify a holder, insurer or guarantor of any changes to coverage.

15.02 Owners' Individual Policies. Each owner should carry insurance for his or her own benefit insuring personal liability and carpeting, wallcovering, fixtures, furniture, furnishings, and other personal property, and fixtures and other real estate supplied or installed by this owner or a previous owner or tenant, except to the extent that the Association in its discretion provides blanket coverage for some or all such items, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner.

15.03 Betterments. In all events, betterments or improvements made subsequent to the original construction by any owner to the owner's unit shall be the responsibility of the Association to insure.

15.04 Eminent Domain. As in the case of physical damage or destruction, the Association shall represent all unit owners with respect to any condemnation involving all or any part of the condominium, including the condemnation proceedings, and any negotiations, settlements, or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the Association or an insurance trustee, for the benefit of owners and mortgage holders.

15.05 Deductibles. 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.

16. ARCHITECTURAL RESTRICTIONS

16.01 Association Control. 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, including changes in appearance or color, except by the Association or with the authorization of the Association.

16.02 Glass. No films or coatings shall be applied to the interior or exterior of exterior windows which darken, make reflective or otherwise change the color or appearance of such windows as viewed from outside the unit, without the prior written consent of the Association. All window treatments in a unit which are visible from outside the unit shall be of a light neutral color. The Association may from time to time prescribe one or more specific materials and colors. All window treatments shall be constructed for use as draperies, curtains or blinds, and no sheets or untailed materials shall be used as window coverings at any time.

16.03 Awnings/enclosures. No awnings or shades shall be erected over and outside of the windows, except by the Declarant or the Association, nor shall any articles or structures be hung or placed on any outside window sills, the Declarant or the Association, without the prior written consent of the Association, nor shall any deck or patio area be enclosed without the prior written consent of the Association.

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

16.05 Mechanical and Electrical Equipment. No additional air conditioning or air cooling unit shall be installed or placed in any part of a unit other than that which was originally installed, without the prior written consent of the Association. In no case shall air conditioning or heating devices or equipment be installed or kept on the patios. All ceiling fans and all other electrical fixtures installed in a unit must comply with all applicable building codes and underwriting standards and other reasonable standards adopted by the Association. No oil-fired or other combustion type heaters shall be allowed in units.

16.06 Structures on the Common Elements. 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 Association.

16.07 Antennae. Satellite dishes no larger than one meter in diameter ("small dish antenna") may be placed on the unit or on a limited common element, subject to reasonable regulation by the Board as to location (when there is more than one possible location which could provide satisfactory performance), color and method of installation. Section 207 of the Telecommunications Act of 1996 prohibits restrictions which impair or degrade reception, or which cost the resident significant added expense. No other exterior television, radio, satellite, or microwave antenna of any sort shall be erected or maintained upon any unit except with prior written approval of the Board. Except for small dish antenna, the Board may choose to prohibit all antennae, or to prohibit only certain kinds and locations of antennae, and to change its regulations from time to time, all in its discretion. Without limiting the generality of the foregoing, it shall not be deemed arbitrary or an abuse of such discretion if the Board were to:

- a. permit existing antennae to continue to be maintained, while at the same time banning new antennae of the same type or location;
- b. prohibit antennae to be placed so as to be visible from the common elements, but permit the same antennae if not so visible; or
- c. place height or size restrictions on antennae.

17. RENTAL RESTRICTIONS

17.01 Any lease between an owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and the Bylaws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease enforceable by the Association as well as the landlord. A lease of a unit must be for exclusive or joint use of an entire unit, not a portion thereof, but this provision shall not prohibit rent-paying "housemates." All leases of units shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease of a unit may be for a period of less than thirty (30) days, nor provide for hotel type services. All leases shall be deemed to include, for the term of the lease, all of the owner's rights to use the recreational facilities, common rooms and open spaces of the condominium, and no owner shall be permitted the use thereof unless in occupancy of a unit. Other than the foregoing, there shall be no restrictions on the right of any owner to lease a unit. Any amendment of this section seeking to further restrict or prohibit the rental of units shall require a unanimous vote of all owners in the condominium.

18. GENERAL RESTRICTIONS

18.01 Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any unit or any part thereof which would increase the rate of insurance on the Real Estate or any part thereof over what the Association, but for such activity, would pay,

without the prior written consent of the Association. Nothing shall be done or kept on any unit or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the exterior of the Real Estate and building shall be committed by any owner or any invitee of any owner, and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused to the Association or other owners by such owner or the owner's invitees. No noxious, destructive or offensive activity shall be allowed on any units or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other owner or to any other person at any time lawfully occupying the condominium. No heating devices, refrigeration equipment, or other machinery which causes vibrations detectable from outside the unit, is fuel-fired, or is otherwise inherently dangerous, noxious, or noisy, shall be installed or operated within any unit.

18.02 No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out on any portion of a unit so as to be visible from outside the unit, nor shall a clothesline (including retractable clothesline) be installed or maintained on the common elements or on the exterior of any unit.

18.03 Pets. No animal, livestock or fowl other than a usual household pet shall be kept or allowed in any unit, and no pet that is deemed by the Board, in its reasonable discretion, to be a nuisance shall be kept or allowed in any unit or in any other part of the condominium. No pet shall be allowed on any part of the common elements unless it is carried or on a leash at all times while it is within any part of the common elements. The Board may make any of the grounds "off-limits" to pets, so long as reasonable access to and from units is maintained. The person having actual custody of a pet, and the owner of the unit hosting said pet, shall be jointly responsible for cleaning up the common elements after the pet.

18.04 Signs. No unit owner or occupant shall post any advertisements, posters or signs of any kind in or on the condominium, except as authorized by the Association, nor shall signs, billboards, notices or other advertising matter of any kind be placed on the exterior of any unit, or on the common corridor side of an entry door, or in the interior of any unit so as to be visible from the outside of the unit.

18.05 Noises. Unit owners and occupants shall not make noises, play instruments or operate radios, televisions, or amplifiers in a way that may disturb other residents, or otherwise create disturbances to the peace and tranquility of the building. No nuisance shall be allowed on the condominium nor shall any use or practice be allowed which is a source of annoyance to the other owners or which interferes with the peaceful possession or proper use of the condominium by all unit owners.

18.06 Outside Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking

equipment (except as expressly permitted by Rule and Regulations enacted by the Association), yard and gardening tools and equipment, and trash and garbage containers shall not be allowed.

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

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

18.09 Designated Areas for Vehicles. No motor vehicle shall be driven or parked on any part of the common elements other than on a driveway or parking space.

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

18.11 Flammable or Hazardous Materials. No stores of coal or any combustibles, flammable or hazardous goods, provisions or materials shall be kept on any part of the condominium except for reasonable quantities and kinds of usual household materials and reasonable quantities of fireplace wood for any units having a wood burning fireplace.

18.12 Non-Interference. No part of the common elements shall be used by anyone in such a manner so as to interfere with the use and enjoyment of the units or the common elements. No part of the common elements shall be used by the owners for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, tents, fences or other barriers or for the placing or disposal of rubbish, garbage or waste without the prior written consent of the Board of Directors.

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

18.14 Rules and Regulations. The Board of Directors may from time to time adopt, promulgate and publish other rules of conduct reasonably relating to the enjoyment of the condominium by owners and occupants, including rules for the use of parking, recreational facilities and amenities, provided that no such rules and regulations may have the effect of contradicting a provision of this Declaration or the Bylaws.

18.15 No Additional Units. Neither the Declarant nor any unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-112 of the Act.

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

19. COMPLIANCE AND REMEDIES

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

19.01 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. However, 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 measured to enforce such owner's position, or for any other reason.

19.02 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/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 late charges in an amount determined by the Board of Directors, for each past due assessment or installation thereof, and interest at up to the highest rate permitted by law.
- c. In the event of default of more than thirty (30) 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 of the Association.
- e. Suspend the rights of any owner or occupant and their guests to use the common element amenities; provided, that this limitation shall not apply to limited common elements or deck, patio easements, appurtenant to the unit, and those portions of the common elements providing utilities 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, 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, 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 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 the condominium, 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 for the foreclosure of the mortgages by action or under a power of sale in Minnesota.

19.03 Rights to Hearing. In the case of imposition of any of the remedies authorized by Subsections 19.02.d., e., f. or g. of this Article, 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.

19.04 Lien for Charges, Penalties, Etc. Any assessments, charges, fines, penalties or interest imposed under this Article 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 Article 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.

19.05 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures of action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court or 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.

19.06 Liability of Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of the condominium rendered necessary by which 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.

19.07 Enforcement by Owners. The provisions of this Article 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.

20. FIRST MORTGAGEES

20.01 Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

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

- a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;
- b. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under this Declaration, Bylaws, or Articles of Incorporation by an owner of a unit subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- d. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in Subsection 20.3 below.

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

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

21. SPECIAL DECLARANT RIGHTS

21.01 Special Declarant Rights. Declarant hereby reserves the following rights (referred to in the Act as Special Declarant Rights) for its benefit:

- a. the right to complete improvements indicated on the CIC Plat;
- b. The right to create units by this Declaration;

- c. the right to maintain sales offices, management offices, signs advertising the common interest community, or units for sale and models, provided that no more than one combined sales and management office may be maintained within the units.
- d. the right to use easements through the common elements for the purpose of making improvements within the CIC;
- e. the right to appoint or remove any officer or director of the Association during the period of Declarant control, which shall expire on the earliest of the following events:
 - (1) surrender of the right of control by the Declarant;
 - (2) sixty (60) days after the conveyance of seventy-five percent (75%) of the units to owners other than Declarant; and
 - (3) three (3) years from the first conveyance of a unit to an owner other than Declarant.

22. AMENDMENTS

22.01 Statutory Requirements. Section 515B.2-118 of the Act specifies the requirements for amending this Declaration. In addition to those requirements:

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

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

- a. voting rights;
- b. increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens;
- c. reductions in reserves for maintenance, repair, and replacement of common elements;
- d. responsibility for maintenance and repairs;
- e. reallocation of interests in the general or limited common elements, or rights to their use;
- f. redefinition of any unit boundaries;
- g. convertibility of units into common elements or vice versa;
- h. expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- i. hazard or fidelity insurance requirements;
- j. imposition of any restrictions on the leasing of units;
- k. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. a decision by the Association to establish self management if professional management had been required previously by the holder of a first mortgage on a unit;
- m. restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in this Declaration; or
- n. any provisions that expressly benefit mortgage holders, insurers, or guarantors.

23. WORKING CAPITAL FUND

23.01 Establishment. The Declarant shall establish a working capital fund intended to meet unforeseen expenditures or to purchase any additional equipment or services. At the time control of the Association is transferred to owners, the working capital fund shall be transferred to the Association for deposit in a segregated fund. The fund shall be initially established at an amount equal to two (2) months assessments on all units. The amount attributable to a particular unit will be collected and deposited in the fund at the time of closing of Declarant's sale of the unit, provided that when control of the project is transferred to owners, the amounts attributable to all units which have not then closed shall be collected. A contribution from each unit to the working capital fund is measured by two (2) months assessments, but amounts paid into the fund are not advance payments of regular assessments.

23.02 Declarant's Accounting. The Declarant may not use working capital funds to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficits while it is in control of the Association. When unsold units are sold,

however, the Declarant may reimburse itself from funds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

24. MISCELLANEOUS

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

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

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

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

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

24.06 Compliance with Local Ordinances. This condominium is a conversion condominium within the meaning of Minn. Stat. § 515B.1-106, and is subject to the local ordinances of the City of Minneapolis. The Declarant hereby certifies that Declarant has complied with any conditions and requirements of the applicable local ordinances of the City of Minneapolis regarding condominium conversions.

24.07 Rights of Action. In addition to all other remedies and rights set forth in the act, the Association, and any one or more aggrieved unit owners, shall have the right of action against unit owners who fail to comply with the provisions of this Declaration and Bylaws or the decisions of the Association, and one or more unit owners shall also have

such rights of action against the Association for any failure to comply with or enforce such provisions.

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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the day and year recited on the first page hereof.

GREENHOUSE TRI, LLC, a
Minnesota limited liability company

By 

Todd R. Iliff
Its: Chief Manager

GREENHOUSE CJ, LLC, a
Minnesota limited liability company

By 

Its: ASSISTANT MANAGER

GREENHOUSE JV, LLC, a
Minnesota limited liability company

By 

Its: ASSISTANT MANAGER

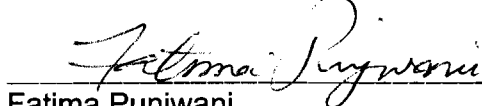
GREENHOUSE EMBASSY, LLC, a
Minnesota limited liability company

By 

SHAWN S. PUNJWANI
Its: CHIEF MANAGER

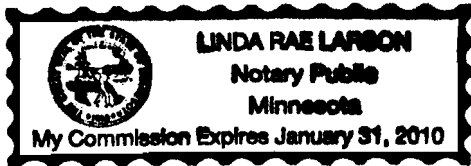


Akberbali S. Punjwani


Fatima Punjwani

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

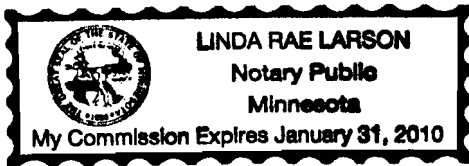
On this 20th day of May, 2005 before me appeared Todd R. Iliff, the Chief Manager of Greenhouse TRI, LLC, a Minnesota limited liability company to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of the limited liability company.



Linda R. Larson
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 20th day of May, 2005 before me appeared TODD R. ILIFF, the ASSISTANT MANAGER of Greenhouse CJ, LLC, a Minnesota limited liability company to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of the limited liability company.



Linda R. Larson
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

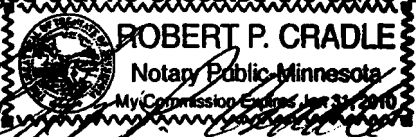
On this 20th day of May, 2005 before me appeared TODD R. ILIFF, the ASSISTANT MANAGER of Greenhouse JV, LLC, a Minnesota limited liability company to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of the limited liability company.



Linda R. Larson
Notary Public

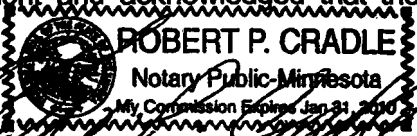
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 18th day of May, 2005 before me appeared SARVIN S. PUNJWANI, the CHIEF MANAGER of Greenhouse Embassy, LLC, a Minnesota limited liability company to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same on behalf of the limited liability company.


Robert P. Cradle
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 18th day of May, 2005 before me appeared Akberbali S. Punjwani and Fatima Punjwani, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same.


Robert P. Cradle
Notary Public

CONSENT TO DECLARATION

Excel Bank Minnesota, a Minnesota banking corporation, the mortgagee of the Real Estate legally described in the foregoing Declaration, hereby acknowledges, consents and agrees to the recording of the foregoing Declaration.

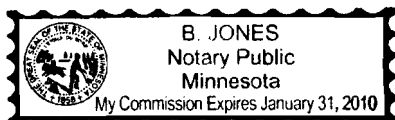
EXCEL BANK MINNESOTA,
a Minnesota banking corporation

By: Natalia

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 17th day of MAY, 2005, by NATALIA ARMITAGE the VICE PRESIDENT of Excel Bank Minnesota, a Minnesota banking corporation.



B. Jones
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Todd R. Iliff
Todd R. Iliff, P.A.
Edinborough Corporate Center East
Suite 600, 3300 Edinborough Way
Edina, Minnesota 55435-5962
Telephone No. (952) 922-4647

EXHIBIT A
COMMON INTEREST COMMUNITY NO. 1495
CONDOMINIUM
THE GREENHOUSE CONDOMINIUM
DECLARATION OF CONDOMINIUM
LEGAL DESCRIPTION OF THE CONDOMINIUM

Lots 6, 7, 8, 9, 10, Block 65, and that part of Lot 5 lying South of a line parallel to and 310.50 feet North of the South line of Block 65, Calhoun Park, Hennepin County, Minnesota.

Lots 11 and 12, except the West 58.05 feet thereof, Block 65, Calhoun Park, Hennepin County, Minnesota.

**EXHIBIT B
COMMON INTEREST COMMUNITY NO. 1495**

CONDOMINIUM

THE GREENHOUSE CONDOMINIUM

DECLARATION OF CONDOMINIUM

A percentage of undivided interest in the Common Elements and the common expenses is allocated to each unit. The formula for calculating the percentage of interest is based on whether a unit is a Residential Unit, a Garage Unit or a Laundry Unit. Two bedroom units are 2.00%, One bedroom units are 1.25% and Studio units are 0.75%. The following are the percentages of interest for each unit:

<u>Residential Units:</u>	<u>Percentage of Interest:</u>
Unit 101	1.25%
Unit 102	1.25%
Unit 104	1.25%
Unit 105	1.25%
Unit 106	1.25%
Unit 107	1.25%
Unit 108	0.75%
Unit 109	2.00%
Unit 110	1.25%
Unit 111	1.25%
Unit 112	2.00%
Unit 114	1.25%
Unit 115	1.25%
Unit 116	1.25%
Unit 117	0.75%
Unit 118	1.25%
Unit 119	1.25%
Unit 120	0.75%
Unit 121	1.25%
Unit 122	0.75%
Unit 123	1.25%
Unit 124	1.25%
Unit 201	1.25%
Unit 202	1.25%
Unit 203	0.75%
Unit 204	1.25%
Unit 205	1.25%

Unit 206	1.25%
Unit 207	1.25%
Unit 208	0.75%
Unit 209	1.25%
Unit 210	1.25%
Unit 211	1.25%
Unit 212	2.00%
Unit 213	2.00%
Unit 214	1.25%
Unit 215	1.25%
Unit 216	1.25%
Unit 217	0.75%
Unit 218	1.25%
Unit 219	1.25%
Unit 220	0.75%
Unit 221	1.25%
Unit 222	0.75%
Unit 223	1.25%
Unit 224	1.25%
Unit 301	1.25%
Unit 302	1.25%
Unit 303	0.75%
Unit 304	1.25%
Unit 305	1.25%
Unit 306	1.25%
Unit 307	1.25%
Unit 308	0.75%
Unit 309	1.25%
Unit 310	1.25%
Unit 311	1.25%
Unit 312	2.00%
Unit 313	2.00%
Unit 314	1.25%
Unit 315	1.25%
Unit 316	1.25%
Unit 317	0.75%
Unit 318	1.25%
Unit 319	1.25%
Unit 320	0.75%
Unit 321	1.25%
Unit 322	0.75%
Unit 323	1.25%
Unit 324	1.25%

Underground Garage Units: Percentage of Interest:

Unit G1	0.195%
Unit G2	0.195%
Unit G3	0.195%
Unit G4	0.195%
Unit G5	0.195%
Unit G6	0.195%
Unit G7	0.195%
Unit G8	0.195%
Unit G9	0.195%
Unit G10	0.195%
Unit G11	0.195%
Unit G12	0.195%
Unit G13	0.195%
Unit G14	0.195%
Unit G15	0.195%
Unit G16	0.195%
Unit G17	0.195%
Unit G18	0.195%
Unit G19	0.195%
Unit G20	0.195%
Unit G21	0.195%
Unit G22	0.195%
Unit G23	0.195%
Unit G24	0.195%
Unit G25	0.195%
Unit G26	0.195%
Unit G27	0.195%
Unit G28	0.195%
Unit G29	0.195%
Unit G30	0.195%
Unit G31	0.195%
Unit G32	0.195%
Unit G33	0.195%
Unit G34	0.195%
Unit G35	0.195%
Unit G36	0.195%
Unit G37	0.195%
Unit G38	0.195%
Unit G39	0.195%
Unit G40	0.195%
Unit G41	0.195%
Unit G42	0.195%
Unit G43	0.195%
Unit G44	0.195%

Unit G45	0.195%
Unit G46	0.195%
Unit G47	0.195%
Unit G48	0.195%
Unit G49	0.195%
Unit G50	0.195%
Unit G51	0.195%
Unit G52	0.195%
Unit G53	0.195%
Unit G54	0.195%
Unit G55	0.195%
Unit G56	0.195%
Unit G57	0.195%
Unit G58	0.195%
Unit G59	0.195%
Unit G60	0.195%
Unit G61	0.195%
Unit G62	0.195%
Unit G63	0.195%
Unit G64	0.195%
Unit G65	0.195%
Unit G66	0.195%
Unit G67	0.195%
Unit G68	0.195%
Unit G69	0.195%
Unit G70	0.195%
Unit G71	0.195%
Unit G72	0.195%
Unit G73	0.195%
Unit G74	0.195%
Unit G75	0.195%
Unit G76	0.195%

<u>Laundry Room Units:</u>	<u>Percentage of Interest:</u>
----------------------------	--------------------------------

L225	0.09%
L325	0.09%

TOTAL:	100.00%
--------	---------

CIC NUMBER 1495

A CONDOMINIUM THE GREENHOUSE CONDOMINIUM CIC PLAT

SITE PLAN

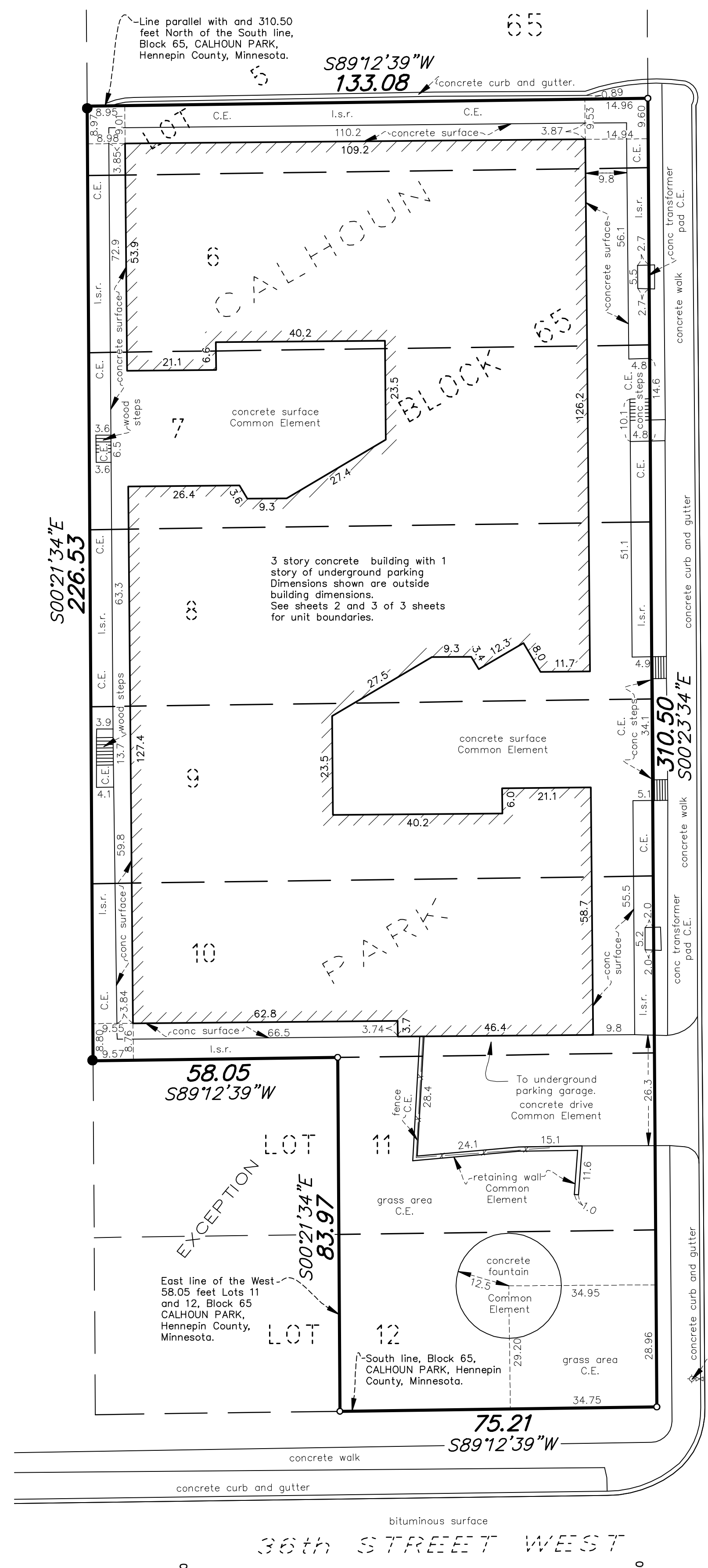
This CIC Plat is part of the Declaration filed

as Document No. _____

on this _____ day of _____, 20__.

Hennepin County
Registrar of Titles

Certif No.(s) _____



HENNEPIN AVENUE

I, Kurt M. Kisch, do hereby certify that the work was undertaken by or reviewed and approved by me for this CIC plat of CIC Number 1495, a condominium, THE GREENHOUSE CONDOMINIUM, being located upon:

Lots 6,7,8,9,10, Block 65, and that part of Lot 5 lying South of a line parallel to and 310.50 feet North of the South line of Block 65, Calhoun Park.

AND

Lots 11 and 12, except the West 58.05 feet thereof, Block 65, Calhoun Park.

and that this CIC plat fully and accurately depicts all information required by Minnesota Statutes, Section 515B.2-110. Dated this _____ day of _____, 20__.

Kurt M. Kisch, Licensed Land Surveyor
Minnesota License No. 23968

NOTES:

- Denotes found monument.
- Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 23968.
- ⊕ = Fire Hydrant
- C.E. Denotes Common Element
- I.s.r. Denotes landscape rock area

Bearings shown are assumed
Bench Mark - Top nut of hydrant, Northwest corner of 36th Street West and Hennepin Avenue, per city of Minneapolis.
Elev. = 883.92 feet

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Kurt M. Kisch, a Licensed Land Surveyor.

Notary Public, Hennepin County, Minnesota
My Commission Expires _____

I, _____, pursuant to Minnesota Statutes, Section 515B.2-101(c), do hereby certify that all structural components and mechanical systems serving more than one unit in all buildings containing the units thereby created, are substantially completed. Dated this _____ day of _____, 20__.

_____, Licensed _____
Minnesota License No. _____

STATE OF MINNESOTA
COUNTY OF _____

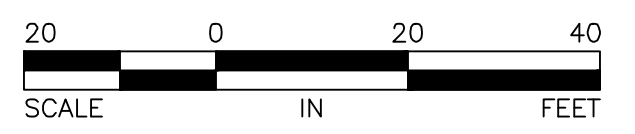
The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, a Licensed _____.

Notary Public, _____ County, Minnesota
My Commission Expires _____

This CIC Plat has been reviewed and is approved this _____ day of _____, 20__.

William P. Brown, Hennepin County Surveyor

By: _____



CIC NUMBER 1495

A CONDOMINIUM THE GREENHOUSE CONDOMINIUM CIC PLAT

FLOOR PLAN



UNDERGROUND PARKING

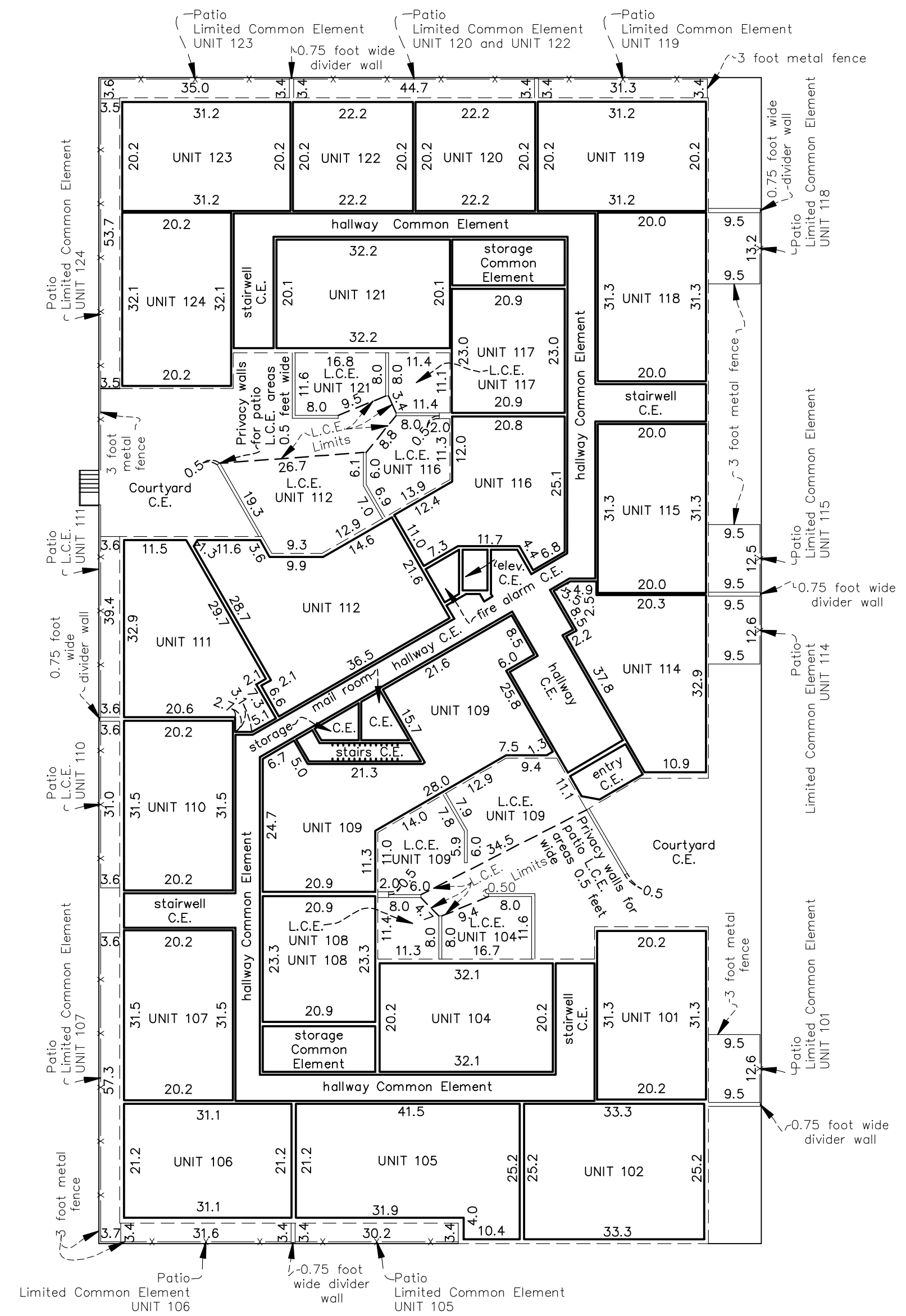
Floor Elevation = 879.5 Feet
Ceiling Elevation = 888.0 Feet

Bench Mark – Top nut of hydrant,
Northwest corner of 36th Street West
and Hennepin Avenue, per city of
Minneapolis.
Elev. = 883.92 feet

Boundaries and dimensions shown are of
the interior, unfinished surfaces of the
perimeter walls, floors and ceilings.

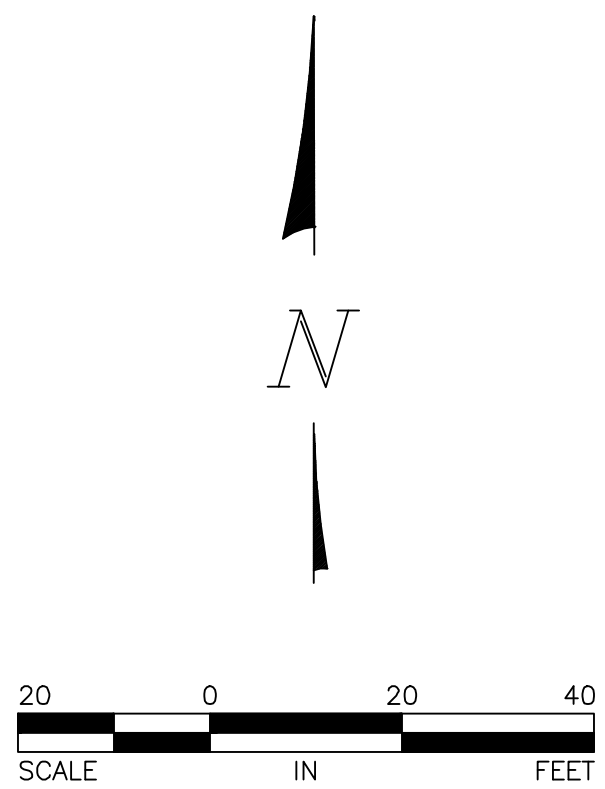
Dimensions and elevations shown are in
feet and tenth of a foot.

C.E. = Common Element
L.C.E. = Limited Common Element



FIRST FLOOR

Floor Elevation = 888.9 Feet
Ceiling Elevation = 896.8 Feet

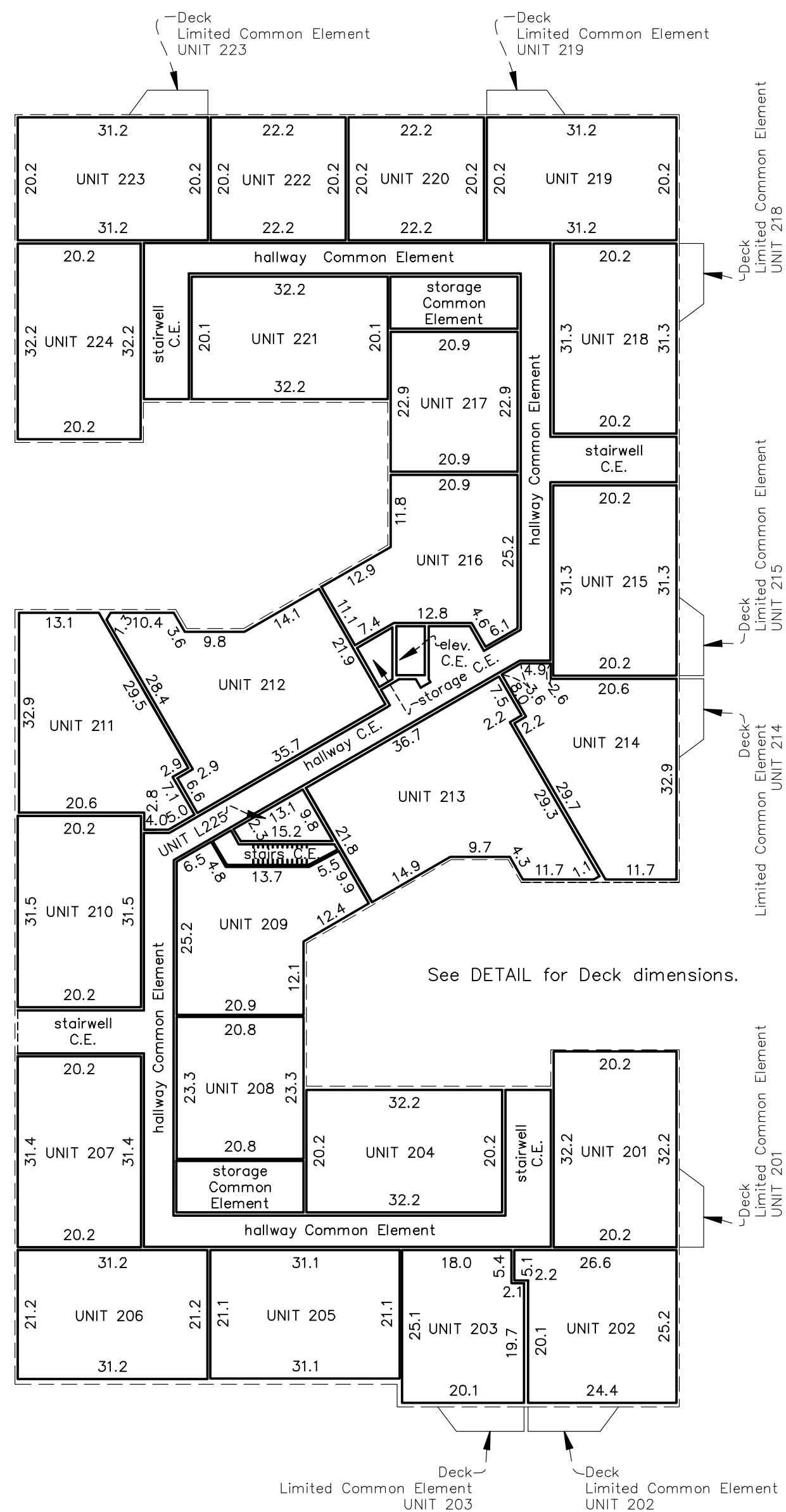


RLK - Kuusisto, Ltd.

CIC NUMBER 1495

A CONDOMINIUM THE GREENHOUSE CONDOMINIUM CIC PLAT

FLOOR PLAN



SECOND FLOOR

Floor Elevation = 897.8 Feet
Ceiling Elevation = 905.7 Feet

Bench Mark – Top nut of hydrant,
Northwest corner of 36th Street West
and Hennepin Avenue, per city of
Minneapolis.
Elev. = 883.92 feet

Boundaries and dimensions shown are of
the interior, unfinished surfaces of the
perimeter walls, floors and ceilings.

Dimensions and elevations shown are in
feet and tenth of a foot.

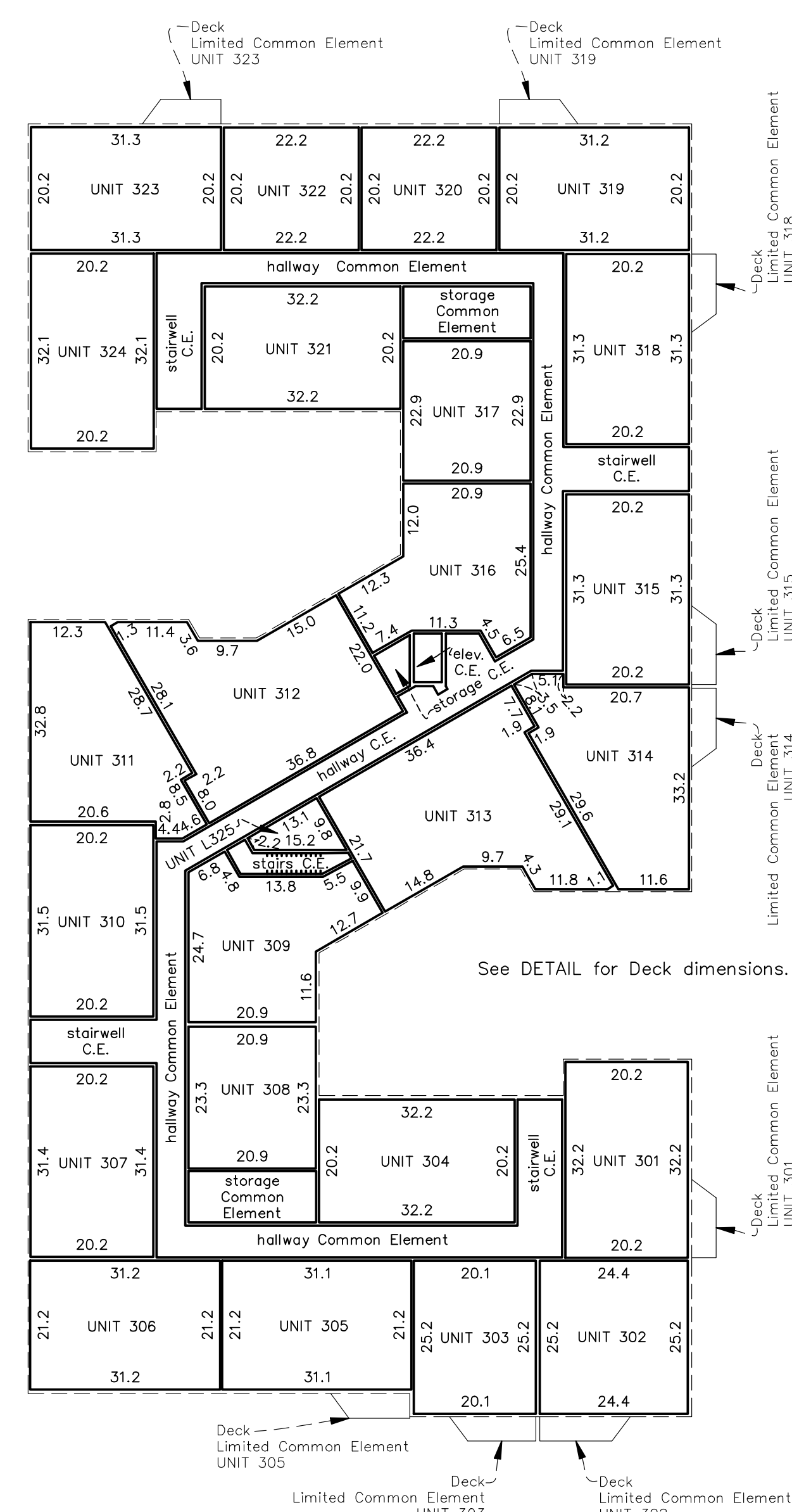
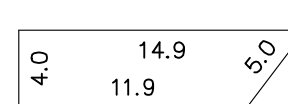
C.E. = Common Element

elev. = elevator

DETAIL



Decks are Limited Common Elements and
Dimensions are typical.



THIRD FLOOR

Floor Elevation = 906.5 Feet
Ceiling Elevation = 914.4 Feet



RLK - Kuusisto, Ltd.

RULES AND REGULATIONS

The Greenhouse Association, Inc.

INTRODUCTION

The have *Rules and Regulations* been enacted by the Association to reflect the concerns of residents of The Greenhouse and help govern their conduct on the common elements.

These *Rules and Regulations* are a supplement to the requirements of the Declaration and Bylaws. Each owner, resident and guest is also responsible for complying with the Declaration and Bylaws, as well as all applicable laws, ordinances and regulations.

Enforcement of the *Rules and Regulations* is the responsibility of all owners/residents. Rule 7.3 describes the process owners must use to address specific rule violations. All agreements, exceptions, requests and complaints must be in writing.

The Association may make changes to the *Rules and Regulations* from time to time as may be deemed necessary for the safety, care and cleanliness of the property and for securing the comfort and convenience of all owners and residents. No such additional or modified *Rule and Regulation* shall take effect until after it is communicated in writing to the owners and occupants.

Please read these *Rules and Regulations* and keep them accessible for future reference.

RULES AND REGULATIONS

The Greenhouse Association, Inc.

SECTION I - USE OF THE CONDOMINIUM AND GARAGE UNITS

- 1.1)** Each owner has control and use of the condominium unit for residential living subject to the limitations imposed by the Association to enhance the quality of living for all owners/residents. These limitations include the following:
- a. Each owner/resident should minimize noise intrusion in any form including music, machinery, appliances and laundry from 11:00 PM to 7:00 AM.
 - b. Each owner/resident shall not damage or interfere with the operation of the common element structural or mechanical elements.
 - c. Toilets and other apparatus shall not be used for any purpose other than those for which they were constructed and improper articles shall not be thrown into them. The owner in whose unit the damage was caused shall pay any damages resulting from misuse.
 - d. No person shall use any illumination other than electric light or use or permit to be brought into any building any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without in each case obtaining the written consent of the Association.
 - e. Any in-unit alterations that may or may not impact common area plumbing, electrical supply or capacity, structure or components thereof, must have prior Association approval. This includes, but is not limited to, the removal of all or a portion of any wall, or the installation of additional refrigerating, heating or air conditioning equipment (replacement of existing equipment excepted).

1.2) KEYS

Replacement of security keys will be to owners only and the cost will be \$50.00 each. If more than one key replacement is necessary within a period of 2 years, the replacement cost will be \$100.00

1.3) LEASING POLICY

Each owner may rent the unit subject to the limitations imposed by the Declaration, paragraph 10.B, and by the Association to enhance the quality of living for all owners/residents. In addition to the limitations contained in the Declaration, these limitations are the following:

- a. Each owner shall supply to the renter a copy of the *Rules and Regulations* and shall be responsible for the renter's compliance with the *Rules and Regulations*.

- b. Each owner shall be responsible to the Association for the necessary maintenance and repair of the Unit within the unit during the rental period. Each owner shall inform the renter regarding types of maintenance and repairs for which the renter is responsible and those for which the Association is responsible.
- c. Any violation by the renter of the Greenhouse *Rules and Regulations*, Declaration or Bylaw will be brought to the attention of the owner by the Association. Upon notification by the Association, the unit owner will cause the violation to be corrected within the stated time. The owner is responsible for any and all fines levied due to uncorrected violations.
- d. The owner shall be responsible for recovering all keys and garage door openers from the renters.

1.3) PARKING GARAGE

- a. No Vehicle shall be parked anywhere on the Property except in a Garage Unit. Only non-commercial passenger Vehicles and motorcycles (herein a "Vehicle").
- b. Only one (1) non-commercial Vehicle shall be permitted in each Garage Unit.
- c. No Vehicle shall be parked in such a manner as to impede or prevent ready access to any Garage Unit or other parking space on the Property.
- d. No unlicensed Vehicle or Vehicles in a non-operating condition shall be left anywhere on the Property at any time. No repair or service work shall take place on any part of the Property except to render a Vehicle operative to allow its removal from the Property for further repair (such as jump starting or charging a battery).
- e. Vehicles may not be washed on the Property.
- f. Owners or Occupants may not use Garage Units other than their own without the permission of the Owner or Occupant of the Garage Unit and informing the Association of this arrangement.
- g. No trailers, boats, mobile homes, or motor homes may be parked or stored on the premises.
- h. Vehicles parked in violation of any of the Rules and Regulations will be towed at the Vehicle owner's expense. An attempt to notify the Vehicle owner will be made before towing. If the Owner cannot be identified, or does not answer a phone call, or does not immediately comply with the request to comply with the parking rules and regulations, the Vehicle will be towed.
- i. No storage of any item is permitted in a Garage Unit, except as follows: up to two (2) bicycles may be stored in each Garage Unit.
- j. A bicycle storage rack is available in a designated area near the stairs in the parking garage on a first come first served basis. This area is for bicycles only. **Bicycles must be maintained in a condition for operation.**

- k. Do not park in fire lanes or impair trash removal by parking in front of or near the trash/recycling area.
- l. When entering or exiting the garage area, please wait until the garage door has risen completely before slowly proceeding through the opening.

SECTION II - USE OF THE LIMITED COMMON AREAS

2.1) UNIT BALCONIES AND PATIOS

- a. The balconies and patios are considered limited common elements. As such the Association may exercise some control over the use and appearance of the balconies and patios.
- b. The balcony floor shall not be covered unless approved in writing by the Association.
- c. Each owner/resident may place portable floor furniture on the balcony or patio.
- d. Each owner/resident shall keep the balcony or patio floor clean without interfering with the use of other balconies and patios. During the winter months the owners/residents must keep the balconies clear of excess snow.
- e. No alterations, changes or additions of a permanent nature shall be made on the balconies or patios unless approved in writing by the Association.
- f. No owner/resident shall shake rugs or mops from the balcony/patio or dry items from the railings. No owner/resident shall drop or throw anything from the balcony except snow.
- g. No bicycles shall be stored on the balconies or patios.
- h. No personal property may be placed beyond the edge of the balcony or patio.
- i. No bird feeders or ground feeding of birds or animals is allowed.
- j. No exterior wind chimes are allowed.
- k. Electrical cords cannot pass through patio doors, windows or air conditioning openings.

SECTION III - USE OF THE COMMON AREAS

3.1) HALLWAYS, MAILROOM, AND TRASH/RECYCLING ROOM

- a. There shall be no smoking and no consumption of food or drink in the lobbies or hallways of the buildings.

- b. Please do not leave trash or paper items in the mailroom area. Current notices of events or matters of interest to owners and residents may be posted on the bulletin board, but the person posting such notices is responsible for their removal/disposal.
- c. All trash must be placed in the Trash/Recycling Room in the appropriate dumpster/container. No trash or recycling may be placed on the floor. Empty boxes should not be left in the recycling room and must be flattened and placed in the proper container.
- d. Homeowners are responsible for disposing of large items such as furniture, building materials, lamps or appliances. These items may not be left in the recycling room or in any dumpster. Please contact the management company for assistance in disposing of these items.

3.2) LAUNDRY ROOMS

- a. If any of the machines are not working properly, please contact management and identify which machine is not working. Please follow any posted rules for operating the machines. The owners of the machines are not responsible for any loss or damage caused by use of the appliances. Never leave clothes unattended.
- b. Do not overload the washers. Do not use the washers to dye clothing. Remove clothing from the machines promptly. Please keep the laundry areas neat and clean at all times. Please discard all lint and dryer sheets in the trash cans provided. Children are not allowed in the laundry room areas, unless supervised by an adult.

3.3) STORAGE LOCKERS AND ROOMS

- a. The storage lockers are common elements and are provided for the use of owners/residents of the Property. Please make certain to lock or properly secure the doors to any storage locker.
- b. No owner/resident may storage any property in the storage room area itself. All property must be place completely inside the storage locker and the lockers must remain fully closed at all times.

3.4) ELEVATOR

- a. For everyone's convenience, the Greenhouse is equipped with an automatic elevator. The elevator receives regular maintenance and service, a malfunction is possible. If you are a passenger in the elevator and become stuck, PLEASE press the alarm button, which will sound when pressed. If you hear the elevator alarm bell ring, notify building management immediately.
- b. In using the elevator, if the door starts to close before you are completely in or out, just touch the rubber bumper on the elevator door and the door will re-open. Also, be careful stepping in or out, and be sure the car has stopped even, with the floor. DO NOT allow young children to play on the elevator for their own safety and the convenience of other residents.

- c. Any damage caused to the elevator when using the elevator for moving large objects will be charged back to the owner/resident moving the objects.

SECTION IV - ARCHITECTURAL REGULATIONS

- 4.1) Any changes, alterations or additions to any part of the common or limited common areas not specifically approved in the *Rules and Regulations* are prohibited without approval by the Association.
- 4.2) Any request for changes, alterations or additions to the common or limited common areas are to be presented to the Association in writing for review and consideration. The Association will respond in writing to the request within thirty (30) days from the date of receipt of the request.
- 4.3) Placement, transfer or removal of furniture or wall hangings in the common areas is not allowed.
- 4.4) The entry recesses of all units are common areas in which the Association has all rights of use, design, decorating, maintenance and cleaning.
- 4.5) Small decorations may be placed on the door or in the entry recess by the owner/resident.
- 4.6) The entry recesses of the units shall be kept clear of shoes and doormats.

SECTION V - PETS

- 5.1) Subject to the terms of the Declaration, dogs, cats or other common household pets may be brought into or kept in or about the premises. To transport them on and off the property they must be leashed, carried, or confined to a secure cage or pet transportation container.
 - a. Each owner/resident shall assume full responsibility for any personal injury or property damage caused by such pet and shall be responsible to indemnify the Association, its Association, the managing agent and any other owner/resident and shall hold them harmless against loss, claim or liability of any kind or character arising from or growing out of any act of such pet.
 - b. Owners are responsible for pet clean-up and sanitary conditions.

SECTION VI - MISCELLANEOUS

- 6.1) Where appropriate, the word "Owner" includes resident, renter or a guest in the owner's unit.
- 6.2) The Association, the Association and the manager shall not be responsible for personal property left in cars, in the garages or elsewhere in the complex.

- 6.3) There will be no smoking any common area, including the hallways, elevators, laundry rooms, underground garage or entryways. Do not toss cigarette butts in the common areas, inside or outside. The Association reserves the right to fine owners/residents for violation of this rule.
- 6.4) All owner notes and messages shall be placed on the bulletin board in the mailroom and shall not be placed on the walls of the entryways of the buildings.
- 6.5) **Satellite dish installation rules**
- a. Owners/residents may install a satellite dish subject to these rules. Owners/residents should notify the Association in writing when installing a satellite dish to ensure proper installation and compliance with these rules.
 - b. A satellite dish must not exceed one meter in diameter. It may be installed on the owner's deck or patio but may not be attached to any other part of the building. It should not extend beyond the height of the railings and all cables must be installed out of sight and **may not protrude through the exterior walls of the building without prior Association approval.** No damage destruction to any portion of the common elements or limited common elements is permitted.
 - c. A professional, licensed, bonded and insured contractor must install the satellite dish.
 - d. The installation and removal of the satellite dish, including repair of the adjacent area of attachment of the satellite dish is the owner's complete responsibility. Prior to installation of any new decking material, a competent professional satellite dish installer must remove the satellite dish. It may be reinstalled after the application of new deck material is completed. The cost of the removal/reinstallation is the responsibility of the owner.

SECTION VII - ENFORCEMENT OF THE RULES AND REGULATIONS

- 7.1) Each owner is responsible for full compliance with the *Rules and Regulations* by all of the owner's guests, renters or residents.
- 7.2) The owner shall pay for losses or damages to common areas, limited common areas, or any association assets caused by an owner/resident or his/her guests or renters. The owner shall be responsible for any injury or death resulting from an action by the owner/resident/ guest or their property.
- 7.3) The following will be the procedure for reporting and remedying violations of the *Rules and Regulations*:
- a. The owner/resident should first make every effort to amicably resolve disputes among themselves.
 - b. If the owner/resident is unable to resolve the dispute among themselves, then the owner/resident may notify the Association or the management company about the complaint stating their name, which rule was (or is) being violated, by whom and when.

A written, signed complaint will be required for reporting repeat or serious incidents in which the Board must consider levying a fine or taking other actions against the owner who is in violation of the rules and regulations.

- c. Upon delivery of the complaint, the Board will assign members or the management company to notify the owner who has allegedly violated the rule in an attempt to resolve the matter.
- d. If the alleged violator (a) denies the violation or (b) admits the violation but refuses to take corrective action, then the president of the Board will set the matter for hearing on the agenda of the next Association meeting. The concerned owners/residents will be given notice of the hearing. Non-attendance or non-response shall be construed as admission of the violation.
- e. After the hearing, the Association will make a decision and determine what action, if any, will be taken. The Board may levy a monetary penalty for each violation of the *Rules and Regulations*, the Declaration or the Bylaws of the Association. The amount of the penalty assessed by the Board will be considered necessary to correct the violation and the Board may increase subsequent monetary penalties for each additional violation.

7.4) The Association reserves the right to amend, alter or cancel any of these *Rules and Regulations* from time to time as may be deemed necessary for the safety, care and cleanliness of the premises, for securing the comfort and convenience of all owners/residents, to protect the Association's assets and to reduce the Association's exposure to any liability.