

Brockman Pointe Condominiums

Declaration



ASSOCIATION | ONE

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Wensmann
Homes

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OFFICE OF REGISTRAR OF TITLES
RICE COUNTY, MINN



No. of Pages 29

I hereby certify that the within instrument was filed in this office
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Pam Melchert, Registrar



J. Van Emp
Deputy

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Common Interest Community Number 41

A Condominium

BROCKMAN POINTE CONDOMINIUM

DECLARATION

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THIS DECLARATION is made as of this 23 day of October, 2002, by Wensmann Homes, Inc., a Minnesota corporation, herein called "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 through 515B.4-118 (the "Act"), as amended.

RECITALS

Declarant is the fee owner of certain real estate located in Rice County, Minnesota, legally described in Exhibit A attached hereto, all of which real estate, together with additional real estate described in Section 2.02 below, 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 unit owner, and the heirs, successors and assigns of each unit owner.

✓ 1895 Plaza Dr #200
Eagan MN 55122

PRELIMINARY MATTERS

Note to Readers

Many provisions of the Act (Chapter 515B) which governs this common interest community ("CIC"), and of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Chapter 317A under which the Association is formed, are not repeated in this declaration. This declaration should be read in conjunction with both statutes.

SECTION 1.00 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 Brockman Pointe Association, 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.

SECTION 2.00 IDENTITY OF REAL ESTATE AND CIC RESERVATION OF RIGHT TO EXPAND CIC BY ADDING ADDITIONAL REAL ESTATE

- 2.01 This declaration establishes Common Interest Community No. 41, Rice County, Minnesota, under the name Brockman Pointe Condominium, as a Flexible Common Interest Community. It is a condominium (and not a planned community or cooperative), and is not subject to a master association. The real estate initially included within this CIC is legally described as follows:
- See Exhibit A attached hereto.
- 2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:
- See Exhibit C attached hereto.
- 2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within ten years from the date of recording the Declaration. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of

construction and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the five year period set forth above.

- 2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

SECTION 3.00 CIC PLAT

- 3.01 The CIC Plat for this CIC is being recorded simultaneously with, and as a part of, this declaration.

SECTION 4.00 OWNERS ASSOCIATION

- 4.01 Brockman Pointe Association has been incorporated as a Minnesota nonprofit corporation under Minnesota Statutes, Chapter 317A to act as the association of unit owners required by Section 515B.3-101 of the Act.

SECTION 5.00 UNITS AND UNIT IDENTIFIERS

- 5.01 This CIC shall initially consist of 12 units, all of which are restricted to residential use. This CIC also includes a common element easement over a portion of Lot 6, Block 1, BROCKMAN POINTE, as described in more detail in Exhibit B attached hereto. The first phase of construction will be a three-story wood frame building with 12 condominium units located in the building. The unit identifier of each unit is shown on the CIC plat. Additional buildings may be brought into the development as additional real estate until the full complement of 64 units is constructed. The condominium buildings will be constructed to be compatible with one another, but not identical. Two building designs will be used. The buildings proposed for the western portion of the development (Lots 4, 5, 6 and 7, Block 1, BROCKMAN POINTE) will be four twelve-unit buildings, with six units on each side, back to back. Each of the units will have two bedrooms. The buildings designed for the eastern portion of the development (Lots 1, 2 and 3, Block 1, BROCKMAN POINTE) will be six-unit buildings, except for Lot 2, Block 1, which will be a four-unit building, with the units side by side in a row-style, and each unit having two or more bedrooms. All buildings will be three stories in height, using wood as the primary construction material with vinyl and brick exterior finishes.

SECTION 6.00 BOUNDARIES

- 6.01 The unit boundaries shall be the interior, unfinished surfaces of the perimeter walls, floors and ceilings of each unit, more specifically defined as follows:

- a. All lath, furring, wallboard, plasterboard, sheetrock, plaster, paneling, tiles, wallpaper, paint, finished flooring, floor covering and any other materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors or ceilings, including perimeter doors and windows, and their frames, are part of the common elements.
- b. If any chute, flue, duct, pipe, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside of the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.
- c. Subject to subsection b. above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit.
- d. All perimeter doors and windows and any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and other fixtures designed to serve a single unit and constructed as part of the original construction, and any authorized replacements and modifications thereof, if located outside of the units' boundaries, are limited common elements allocated exclusively to that unit.

SECTION 7.00 USE OF UNITS

- 7.01 All units are restricted to residential use. The following activities in a residential unit shall not be considered a violation of this restriction:
- a. The use of a unit by the Declarant as a sales office or model home during the initial period of construction and sales.
 - b. The maintenance by the Association or its manager of an office for purposes of management of this condominium.
 - c. 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 visits by clients, customers, employees, coworkers or the public.

SECTION 8.00 LIMITED COMMON ELEMENTS

- 8.01 **Allocation of 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. In addition to the limited common elements specified in Section 515B.2-102(d) and (f) of the

Act, certain limited common elements, and the units to which each is allocated, are depicted on the CIC Plat.

SECTION 9.00 ALLOCATED INTERESTS

- 9.01 **Allocation.** Each of the units is hereby allocated an equal interest in the common elements and an equal vote in the Association as specified in Exhibit D attached to this declaration. Declarant has determined that units in the row-style buildings located on the eastern portion of the development will require greater expenses for insurance, irrigation, water, maintenance and long-term reserves than will the remaining units in the CIC. Accordingly, annual assessments for each of the units in the said row-style buildings will be eight (8%) percent more (rounded to the nearest whole dollar per monthly installment) than annual assessments for the remaining units in the CIC. Further, certain expenses may be assessed on a different basis, or against one or fewer than all units, under Section 515B.3-115(e) of the Act.
- 9.02 **Formula.** The fractional allocation of interests in the common elements specified in Exhibit D is calculated for each unit by dividing the unit into the total number of all units.

SECTION 10.00 ASSESSMENTS

- 10.01 **General Provisions.** 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.
- 10.02 **Special Assessments.** In addition to the 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.
- 10.03 **Commencement of Initial Annual Assessments.** The annual assessments provided for herein shall commence as to all units not later than 60 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.
- 10.04 **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.

SECTION 11.00 ENCROACHMENT EASEMENT

- 11.01 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.

SECTION 12.00 ASSOCIATION MAINTENANCE RESPONSIBILITY

- 12.01 **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. The Association's obligations include, without limitation, maintenance and repair of subdivision identification monuments and signs, ornamental fences, landscaping, and unit or building identification signs.
- 12.02 **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.
- 12.03 **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 his right of enjoyment of such property to residents of his 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.

SECTION 13.00 OWNERS' MAINTENANCE

- 13.01 **Upkeep and Maintenance.** Each owner shall be responsible for the upkeep and maintenance of his unit, and to the extent not otherwise maintained by the Association, the assigned limited common elements, and each owner shall maintain the same 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 his 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, 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, not do any act nor allow any condition to exist which will adversely affect the common elements, the other units, or their owners.

- 13.02 **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 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 period of time during winter to use alarms which will detect abnormally low temperatures.

SECTION 14.00 INSURANCE, CASUALTY AND EMINENT DOMAIN

- 14.01 **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.
- 14.02 **Owners' Individual Policies.** Each owner should carry insurance for his benefit insuring his personal liability and his carpeting, wallcovering, fixtures, furniture, furnishings, and other personal real estate, and fixtures and other real estate supplied or installed by him or a previous owner or tenant, 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.
- 14.03 **Betterments.** In all events, betterments or improvements made subsequent to the original construction by any owner to his unit shall be the responsibility of the owner to insure separately (or by rider to a blanket policy at the consent of the Association) if he desires the same insured. If the Trustee or mortgagee undertakes the reconstruction or remodeling of a unit as above provided, the same need be restored only to substantially the same condition as the unit was as of the completion of original construction.
- 14.04 **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.

SECTION 15.00 ARCHITECTURAL RESTRICTIONS

- 15.01 **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.
- 15.02 **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.
- 15.03 **Awnings.** No awnings or shades shall be erected over and outside of the windows, nor shall any articles or structures be hung or placed on any outside window sills without the prior written consent of the Association.
- 15.04 **Balconies.** No shades, awnings or other types of sun screen or privacy fence shall be installed or placed on a balcony except with a type approved by the Association. The color of the siding or trim within a balcony shall not be changed from standard building

colors. No double glass window inserts, sash inserts, extra screens, solid or opaque panels, frosted, colored or patterned glass, or other additions or changes to the original balcony shall be permitted, except in the case of a uniform modification to the entire building as authorized by the Association.

- 15.05 **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.
- 15.06 **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. 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.
- 15.07 **Structures on the Common Elements.** No fencing, outbuilding, accessory building, animal shelter or other building 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 or constructed as a part of the initial construction of common element improvements and landscaping by the Declarant.
- 15.08 **Antennae.** No radio, CB, television or other antennae shall be installed by any owner or occupant anywhere on the Property, except one satellite dish per residential unit, with a dish size no larger than 18 inches in diameter, may be installed on the rear deck of the condominium unit. The satellite dish must be located in an area that will cause the least visual impact upon adjoining dwellings. A satellite dish not exceeding such size limitations and installed in such location will be deemed to comply with Section 15.08 of this Declaration. If such location poses a hardship, individual requests for other locations will be considered by the Board of Directors on a case-by-case basis upon written application to the Board of Directors by the respective owner or occupant. No speaker, audio equipment, or sound system for any radio, television, stereo, VCR, CD player, or intercom shall be installed in or attached to the party wall in any dwelling on the Property.
- 15.09 **Play Equipment.** No swingsets, jungle gyms, or other play equipment shall be erected, placed or maintained on the common elements.

SECTION 16.00 RENTAL RESTRICTIONS

- 16.01 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 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 must be for an entire unit, not a portion thereof. All leases shall be in writing and a copy shall be filed with the Association prior to commencement of the term. No lease may be for a period of less than six months, nor provide for hotel type services. Other

than the foregoing, there shall be no restrictions on the right of any owner to lease his unit. 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 during the term of the Lease.

SECTION 17.00 GENERAL RESTRICTIONS

- 17.01 **Prohibition of Damage and Certain Activities.** Nothing shall be done or kept in 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 such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in 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 residing on the Real Estate. 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.
- 17.02 **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, on a balcony or on the exterior of any unit.
- 17.03 **Animals.** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or upon any Unit or any part thereof, except that the Association may, by regulation, rule or otherwise develop rules for the keeping of dogs or cats or other household pets; provided, however, that no such pets shall be kept, bred or maintained for any commercial purposes.
- 17.04 **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 residential unit, or in the interior of any residential unit so as to be visible from the outside of the unit.
- 17.05 **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.

- 17.06 **Outside Storage.** Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment (except seasonal furniture and one gas or charcoal grill per unit if allowable by applicable ordinance), yard and gardening tools and equipment, and trash and garbage containers shall not be allowed.
- 17.07 **Vehicle Storage.** No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain vehicles", tractor/trailers, or trucks in excess of a three-quarter ton rating, or unlicensed or inoperable vehicles, shall at any time be stored or parked on the common elements without the express written approval of the Board of Directors, which may be withheld without stated reason.
- 17.08 **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.
- 17.09 **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.
- 17.10 **No Obstructions.** The sidewalks, walkways, halls, passages, entrances, corridors, stairways, elevators, and driveways shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.
- 17.11 **Flammable or Hazardous Materials.** No stores of any combustibles, flammable or hazardous goods, provisions or materials shall be kept on any part of the Real Estate except for reasonable quantities and kinds of usual household materials.
- 17.12 **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.
- 17.13 **Cable System Access.** In the event the Board of Directors authorizes any sort of master, cable or community television 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.
- 17.14 **Standardized Locks.** No unit owner or occupant shall cause to be installed any locking devices on the front entry door of the unit other than the standardized locking mechanism provided on all entry doors in the building. The Association will by rule provide

appropriate security procedures regulating the use of a master key in standardized door locks.

- 17.15 **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 relative to motor vehicles and parking regulations, pet control, refuse handling, rental regulations and other subjects of common interest, provided that no such rules and regulations may have the effect of contradicting a provision of this Declaration or the Bylaws.
- 17.16 **No Additional Units.** Neither the Declarant nor any other unit owner is permitted to create any additional units by subdivision or conversion under Section 515B.2-112 of the Act.
- 17.17 **No Time Shares.** Time shares, as defined in the Act, are not permitted in this CIC.

SECTION 18.00 FIRST MORTGAGEES

- 18.01 **Precedence.** The provisions of this Section take precedence over any other conflicting provisions of this declaration.
- 18.02 **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 first 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, the 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 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 Section 20.03 below.
- 18.03 **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.

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

SECTION 19.00 SPECIAL DECLARANT RIGHTS

- 19.01 **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 add additional real estate to the CIC as provided in Section 2.02 of this Declaration;
 - d. the right to maintain sales offices, management offices, signs advertising the common interest community, and models, provided that no more than one combined sales and management office may be maintained and no more than a total of 3 model units will be maintained at any one time;
 - e. the right to use easements through the common elements for the purpose of making improvements within the CIC;
 - f. the right to merge or consolidate a common interest community with another common interest community of the same form of ownership;
 - g. the right, subject to Section 515B.3-103(d) of the Act, 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. 60 days after the conveyance of 75% of the units to owners other than Declarant; and
 3. five years from the first conveyance of a unit to an owner other than Declarant.

SECTION 20.00 EASEMENTS

- 20.01 **Easements for Encroachments.** Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, porches, patios, utility installations and other

appurtenances (i) which are part of the original construction of the adjoining Unit or the Property or (ii) which are added in compliance with Section 15.00. If there is an encroachment by a Dwelling, or other building or improvement located in a Unit, upon another Unit or Dwelling as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of any encroaching Dwelling, building or improvement, and for the maintenance thereof, shall exist; provided, that with respect to improvements or alterations added pursuant to Section 15.00, no easement shall exist unless the same have been approved, and the proposed improvements constructed, as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

- 20.02 **Easement for Maintenance, Repair, Replacement and Reconstruction.** Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Units for the purposes of maintenance, repair, replacement and reconstruction of the Dwellings and other improvements located within the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents.
- 20.03 **Utility Easements.** The Property shall be subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV and other electronic communications, water, sewer, septic systems, wells, and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property or the Additional Real Estate, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units for all such utilities and services; provided, that the utilities and services shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Units or Dwellings.
- 20.04 **Emergency Access to Units.** In case of emergency, all Units and Limited Common Elements are subject to an easement for access, without notice at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. The Board may require that an Owner or Occupant leave keys to the Unit with another Owner of his or her choice and to advise the manager or Board of the locations of the keys, so as to allow access for emergencies when the Owner or Occupant is absent for extended periods.
- 20.05 **Project Sign Easements.** Declarant shall have the right to erect and maintain monument signs identifying the common interest community and related decorative improvements on the Common Elements. Those parts of the Property on which monument signs or related decorative improvements are located shall be subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair

and replacement of said signs and improvements. In exercising its rights under said easements, the Association shall take reasonable care to avoid damaging the improvements to the Property.

- 20.06 **Roadway Access Easements.** The Common Elements shall be subject to an appurtenant easement for roadway access in favor of the Owners and Occupants of any part of the Additional Real Estate which is not added to the Property, and which Declarant has no further right to add to the Property, other than those parts of the Common Elements which are paved and dedicated to use as connecting streets.
- 20.07 **Reservation of Easements.** Declarant hereby reserves the right, in the event that the Additional Real Estate is not added to the common interest community (whether due to lapse of time or otherwise) to exercise the following rights and create the following perpetual, non-exclusive easements appurtenant to the Additional Real Estate over, upon, and under portions of the Common Elements, all in accordance with the following authority and conditions:
- a. To connect any improvements constructed on the Additional Real Estate which is not added to the Property (hereinafter referred to as the "Excluded Parcel") to any natural gas, storm sewer, sanitary sewer, electrical, telephone or other utility line, cable TV line, pipe, wire or other facilities which are or may be located within or serve the Property, including the right to connect any improvements constructed on the Excluded Parcel into, and the right to utilize, such lines, pipes, wires or other facilities.
 - b. To obtain natural gas, water, electricity, telephone, cable TV and other utility services from, and to discharge storm and sanitary waste into, all such lines, pipes, wires or other common utility facilities which are or may be located within or serve the Property.
 - c. To install, repair, maintain, operate and replace all such natural gas, storm sewer, water sanitary sewer, electrical, telephone or other utility lines, pipes, wires or other facilities which are or may be located within or serve the Property.
 - d. To do such other acts as are necessary in order to connect into and/or to utilize such utility facilities to serve any improvement constructed or to be constructed on the Excluded Parcel; provided, however, that the owner or owners of the Excluded Parcel benefited by any reserved easements shall be responsible for the restoration of any damage done in connection with or use of such easements.
 - e. Non-exclusive easements for the purposes of: (i) affording the Excluded Parcel and any improvements constructed or to be constructed thereon with access to an from a public road; (ii) installing, repairing, maintaining, surfacing, resurfacing, grading, replacing and extending any private drives, streets, roads, or rights-of-way over which the easements hereby reserved are or may be located; and (iii) performing

such other acts as are necessary in order to afford any improvement constructed or to be constructed on the Excluded Parcel with access to a public road; provided, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcel, shall be responsible for the restoration of any land, driveways, streets, roads or rights-of-way which are disturbed in connection with the use of such easements, and provided further, that the location of the easements hereby reserved shall, to the extent practicable, be limited to the location of the private driveways, streets, roads, easement areas and rights-of-way existing within the Common Elements at the time or times that said easements are created.

20.08 Documentation of Easements. The reserved easements may be created from time to time as required to provide the necessary access and utility services to the Property and any Excluded Parcel. As evidence of the creation of one or more of the reserved easements, the then owner or owners of the Excluded Parcel for whose benefit the easement is created shall execute and cause to be filed for record a Declaration of Easement or comparable instrument setting forth a description of the easements created and a description of the Excluded Parcel benefited by the easements. No consent or joinder of the Association or any Owner or any mortgagee or other secured party in any Unit or the Excluded Parcel, nor any release therefrom, shall be required to create the easements. In addition, the owner of the Excluded Parcel or of a platted lot within the Excluded Parcel may at any time waive or terminate its easement rights by the execution and recording of any instrument specifying such waiver or termination, and without the necessity of any consent or joinder by the Association, any Owner, or any mortgagee or other secured party in any Unit or any part of the Excluded Parcel. Such waiver or termination shall not affect any obligations incurred by any owner of the Excluded Parcel arising out of its acts or omissions prior to such determination.

20.09 Maintenance of Easements. In the event that the reserved easements are created, the Unit Owners and the owner of the Excluded Parcel benefited by such easements shall, so long as the easements are in existence, share all expenses of maintaining, repairing and replacing the private drives, lanes, streets, roads, or rights-of-way, and the utility lines, pipes, wires and other facilities, which may be commonly used pursuant to the easements in the following manner. A portion of any such expenses equal to a fraction, the numerator of which is the number of Units, and the denominator of which is the total number of Units plus the total number of dwellings, lots or other individual parcels within the Excluded Parcel benefited by such easements, shall be paid by the Unit Owners. The balance of any such expenses shall be paid by the owner or owners of the Excluded Parcel benefited by such easements. Any portion of the expenses to be paid by the Owners shall be paid by the Association as a Common Expense. Notwithstanding the foregoing, if the Excluded Parcel benefited by such easements is used for other than residential purposes, then such costs and expenses shall be apportioned to, and shared by the Owners and the owner or owners of the Excluded Parcel on a fair and equitable basis as agreed upon by the Association and such other owner or owners.

- 20.10 **Continuation and Scope of Easements.** Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 20 shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction. All easement rights shall include a right of reasonable access to maintain, repair and replace the utility lines and related equipment.

SECTION 21.00 AMENDMENTS

- 21.01 The Act specifies the requirements for amending this declaration.
- 21.02 **Declarant's Joinder.** In addition to the other requirements for amendment of this Declaration and the Bylaws, the written joinder and consent of the Declarant shall be required for any amendment of either this Declaration or the Bylaws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to add additional real estate to the CIC as provided in Section 2.02, 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.
- 21.03 **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 unit owners who represent at least 67% of the total allocated votes in the Association and 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 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 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.

SECTION 22.00 WORKING CAPITAL FUND

- 22.01 **Establishment.** The Declarant may 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 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 months' assessments, but amounts paid into the fund are not advance payments of regular assessments.
- 22.02 **Declarant's Accounting.** The Declarant may not use working capital fund proceeds 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 fund proceeds collected at a unit closing for money it paid the Association for that unit's share of the working capital fund.

SECTION 23.00 TERMINATION OF CIC

- 23.01 **Termination Procedures.** The CIC may be terminated only by agreement of unit owners of units to which at least 80 percent of the votes in the association are allocated, and 80 percent of the first mortgages of units (each mortgagee having one vote per unit financed). During the period of Declarant control (as defined by Minnesota Statutes Section 515B.1-103(23)), termination of the CIC shall also require the prior approval of the Declarant.

SECTION 24.00 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, the 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 **Captions.** The headings in this declaration are intended for convenience only and shall not be given any substantive effect.
- 24.04 **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.
- 24.05 **Not Subject to Ordinance.** This condominium is not a conversion condominium within the meaning of Minnesota Statutes Section 515B.1-106(c), and is therefore not subject to any ordinance of the type authorized or permitted by said statute.
- 24.06 **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 the 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.

STATE OF MINNESOTA)

COUNTY OF Dakota) ss.

On this 23 day of October, 2002, before me, a Notary Public, within and for said County, appeared Barbara Toy, to me personally known, who being by me duly sworn said that she is the Vice President of MAINSTREET BANK, a Minnesota corporation, that said instrument was executed on behalf of said corporation by authority of its Board of Directors and that Barbara Toy acknowledged said instrument to be the free act and deed of said corporation.

Kelly M. Murray
Notary Public

THIS INSTRUMENT DRAFTED BY:

Russell L. Streefland
Attorney at Law
Skyline Square 250
12940 Harriet Avenue South
Burnsville, MN 55337
(952) 890-2477



**EXHIBIT A TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lot 7, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice
County, Minnesota.

**EXHIBIT B TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF COMMON ELEMENT**

Private Driveway Easement No. 1:

A 15.00 foot wide easement for ingress, egress and driveway purposes lying over, under and across Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota, the northerly line of said easement is described as follows:

Beginning at the intersection of the northerly line of said Lot 6 and the westerly right of way line of Brockman Court as delineated and dedicated on said BROCKMAN POINTE; thence on an assumed bearing of South 81 degrees 46 minutes 25 seconds West, along said northerly line, a distance of 31.45 feet; thence westerly, a distance of 19.91 feet, along said northerly line, along a tangential curve, concave to the northeast, having a central angle of 22 degrees 48 minutes 37 seconds and a radius of 50.00 feet; thence North 75 degrees 24 minutes 58 seconds West, tangent to said curve, along said northerly line, a distance of 153.48 feet and there terminating.

The sidelines of said easement shall be prolonged to terminate on said westerly right of way line.

**EXHIBIT C TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, 5 and 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

**EXHIBIT D TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM**

**ALLOCATION OF INTEREST IN THE COMMON ELEMENTS, OF THE COMMON
EXPENSES, AND OF THE VOTES IN THE ASSOCIATION**

<u>Unit Identifier</u>	<u>Fractional Interest in Common Elements</u>	<u>Fractional Responsibility for Common Expenses</u>	<u>Vote in Homeowners Association Matters</u>
711	1/12th	1/12th	1
712	1/12th	1/12th	1
713	1/12th	1/12th	1
714	1/12th	1/12th	1
715	1/12th	1/12th	1
716	1/12th	1/12th	1
717	1/12th	1/12th	1
718	1/12th	1/12th	1
719	1/12th	1/12th	1
720	1/12th	1/12th	1
721	1/12th	1/12th	1
722	1/12th	1/12th	1
TOTALS	1.0	1.0	12

RL
1
Wensmann
Homes

31685

#8781 ✓ 29-286

Document No.
031685

OFFICE OF REGISTRAR OF TITLES
RICE COUNTY, MINN



No. of Pages 16

I hereby certify that the within instrument was filed in this office
for record on 11-27-2002 at 10:00 AM PM

11272002

Pam Melchert, Registrar



P. Melchert
Deputy

35.00
390.00 - 13 cert.
425.00

Common Interest Community Number 41

A Condominium

BROCKMAN POINTE CONDOMINIUM

FIRST AMENDMENT TO DECLARATION

9021 465.00

This First Amendment is made this 23 day of October 2002, by Wensmann Homes, Inc., a Minnesota corporation, (hereinafter referred to as Declarant) pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Sections 515B.1-101 to 515B.4-118, as amended.

WHEREAS, on the 23 day of October, 2002, Wensmann Homes, Inc., a Minnesota corporation, as Declarant, created BROCKMAN POINTE CONDOMINIUM (the "Condominium") by filing the Declaration creating BROCKMAN POINTE CONDOMINIUM, as a Flexible Common Interest Community ("CIC No. 41"), hereinafter referred to as the "Declaration", as Document No. 31483 in the office of the Registrar of Titles, Rice County, Minnesota, initially including the real estate legally described as:

See Exhibit A attached hereto

which Condominium initially consisted of twelve (12) Residential Units and Common Elements and Limited Common Elements as described and defined in the Declaration, CIC plat, and exhibits thereto; and

WHEREAS, Sections 2.02, 2.03 and 2.04 of said Declaration provide:

2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:

See Exhibit B attached hereto.

2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within five years from the date of the first conveyance of a unit to an owner other than Declarant. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of construction, and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the five year period set forth above.

2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

WHEREAS, in accordance with Sections 515B.2-106 and 515B.2-111 of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant now desires to add a portion of said additional real estate to this Condominium by filing this First Amendment to Declaration. The portion of additional real estate to be added to this condominium by this First Amendment to Declaration is hereinafter referred to as the "First Added Real Estate", and is legally described as follows:

See Exhibit C attached hereto.

WHEREAS, Declarant has substantially completed all of the intended improvements on the First Added Real Estate, consisting of twelve (12) Residential Units and paid, or made satisfactory provision for payment, of all taxes and other assessments due in respect of the First Added Real Estate covering any period prior to the filing of this First Amendment to Declaration; and

WHEREAS, the said improvements on the First Added Real Estate comply with all of the applicable requirements of the Declaration and the Act; and

NOW, THEREFORE, Declarant, as the fee owner of the First Added Real Estate, hereby makes the following First Amendment to Declaration pursuant to Section 515B.2-111 of the Act, for the purpose of adding said First Added Real Estate to the CIC and specifies that the Declaration,

as hereafter amended, shall constitute covenants to run with the Property, and the First Added Real Estate and shall be binding upon the Declarant, its successors and assigns, and all persons, including Declarant, who own a Unit in the CIC, together with their mortgagees, grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, guests and other invitees:

I. DEFINITIONS

All words and terms used herein, unless specifically or by context otherwise defined, shall have the same definition as attributed to each in the Declaration and in the Act.

II. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. The Units.

In addition to the Units created by the CIC initially there is hereby created on the First Added Real Estate a total of twelve (12) separately dimensioned, designated and legally described Residential Units, located and dimensioned on the First Supplemental CIC plat, as recorded with the Rice County Registrar of Titles, and which are hereby made a part of this First Amendment to Declaration. The boundaries and attributes of each such Unit shall be the same as contained and described in the Declaration.

B. Common Elements.

The Common Elements created on the First Added Real Estate shall mean and include all portions of the First Added Real Estate other than the Units. The ownership of each Unit shall include the respective undivided interest in the Common Elements contained in the CIC, including the First Supplemental CIC Plat as specified on Exhibit D attached hereto.

C. Limited Common Elements.

Certain portions of the Common Elements on the First Added Real Estate are allocated as Limited Common Elements for the exclusive use of one or more but fewer than all of the units. In addition to the Limited Common Elements specified in Section 515B.2-102(d) and (f) of the Act, certain Limited Common Elements, and the units in the First Added Real Estate to which each is allocated, are depicted on the First Supplemental CIC Plat.

III. IDENTIFYING NUMBER AND ALLOCATION OF COMMON ELEMENTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES

The identifying number of each Unit created in the CIC including the Units heretofore created and those created on the First Added Real Estate are as shown on Exhibit D attached hereto. The allocation to each Unit in the CIC of an undivided interest in the Common Elements, a share of the Common Expenses of the Association, and a share of the

**EXHIBIT A TO FIRST AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lot 7, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT B TO FIRST AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, 5, and 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

**EXHIBIT C TO FIRST AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF FIRST ADDED REAL ESTATE**

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT D TO FIRST AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
REALLOCATION OF INTERESTS IN THE COMMON ELEMENTS, OF THE
COMMON EXPENSES, AND OF THE VOTES IN THE ASSOCIATION**

<u>Unit Identifier</u>	<u>Fractional Interest in Common Elements</u>	<u>Fractional Responsibility for Common Expenses</u>	<u>Vote In Homeowners Association Matters</u>
611	1/24th	1/24th	1
612	1/24th	1/24th	1
613	1/24th	1/24th	1
614	1/24th	1/24th	1
615	1/24th	1/24th	1
616	1/24th	1/24th	1
617	1/24th	1/24th	1
618	1/24th	1/24th	1
619	1/24th	1/24th	1
620	1/24th	1/24th	1
621	1/24th	1/24th	1
622	1/24th	1/24th	1
711	1/24th	1/24th	1
712	1/24th	1/24th	1
713	1/24th	1/24th	1
714	1/24th	1/24th	1
715	1/24th	1/24th	1
716	1/24th	1/24th	1
717	1/24th	1/24th	1
718	1/24th	1/24th	1
719	1/24th	1/24th	1
720	1/24th	1/24th	1
721	1/24th	1/24th	1
722	1/24th	1/24th	1
TOTALS	1.0	1.0	24

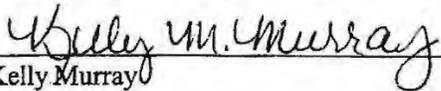
**EXHIBIT E TO FIRST AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
AFFIDAVIT OF SERVICE ON OWNERS**

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

Kelly Murray of the City of Eagan, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 21 day of October, 2002, she served a Notice of Addition of Additional Real Estate to CIC No. 41, BROCKMAN POINTE CONDOMINIUM, with respect to:

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

upon Terry Wensmann, the Vice President of Wensmann Homes, Inc. at 1895 Plaza Drive, Suite 200, Eagan, Minnesota 55122, by handing to and leaving with the said Terry Wensmann, a true and correct copy thereof, after first determining from an inspection of records that Wensmann Homes, Inc. is the fee owner of all Units in BROCKMAN POINTE CONDOMINIUM.



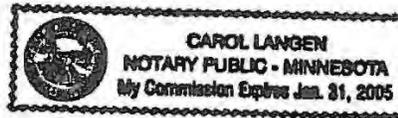
Kelly Murray

Subscribed and sworn to before me

this 21 day of October, 2002.



Notary Public



**EXHIBIT F TO FIRST AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
NOTICE OF ADDITION OF ADDITIONAL REAL ESTATE TO
BROCKMAN POINTE CONDOMINIUM**

TO: Unit Owner Entitled to Legal Notice

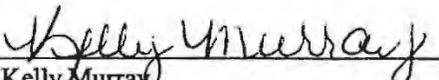
YOU ARE HEREBY NOTIFIED that Wensmann Homes, Inc., the Declarant under the Declaration creating BROCKMAN POINTE CONDOMINIUM, Rice County CIC No. 41, intends to add additional real estate to the CIC, legally described as:

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

in accordance with the terms and conditions of the Declaration and in accordance with Section 515B.2-111 of the Minnesota Common Interest Ownership Act.

The addition of additional real estate will be accomplished by recording a document entitled First Amendment to Declaration. Upon request of any unit owner, the Declarant will provide a copy of the First Amendment to Declaration at no cost to the unit owner.

WENSMANN HOMES, INC.

By: 
Kelly Murray
Its: Assistant Vice President

**EXHIBIT G TO FIRST AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REMAINING ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, and 5, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

Wensmann
Homes

35.00
210.00
245.00 2cents

32169

Document No.
032169



OFFICE OF REGISTRAR OF TITLES
RICE COUNTY, MINN

No. of Pages 16

I hereby certify that the within instrument was filed in this office
for record on 01-29-2003 at 03:30 AM PM

01292003



Marsha DeGroot, Registrar

Marsha DeGroot
Deputy

Common Interest Community Number 41

A Condominium

BROCKMAN POINTE CONDOMINIUM

SECOND AMENDMENT TO DECLARATION

This Second Amendment is made this 31 day of October, 2002, by Wensmann Homes, Inc., a Minnesota corporation, (hereinafter referred to as Declarant) pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Sections 515B.1-101 to 515B.4-118, as amended.

WHEREAS, on the 23 day of October, 2002, Wensmann Homes, Inc., a Minnesota corporation, as Declarant, created BROCKMAN POINTE CONDOMINIUM (the "Condominium") by filing the Declaration creating BROCKMAN POINTE CONDOMINIUM, as a Flexible Common Interest Community ("CIC No. 41"), hereinafter referred to as the "Declaration", as Document No. 31483 in the office of the Registrar of Titles, Rice County, Minnesota, initially including the real estate legally described as:

See Exhibit A attached hereto

which Condominium initially consisted of twelve (12) Residential Units and Common Elements and Limited Common Elements as described and defined in the Declaration, CIC plat, and exhibits thereto; and

WHEREAS, Sections 2.02, 2.03 and 2.04 of said Declaration provide:

2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:

See Exhibit B attached hereto.

R

2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within five years from the date of the first conveyance of a unit to an owner other than Declarant. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of construction, and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the five year period set forth above.

2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

WHEREAS, on November 27, 2002, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the First Amendment to Declaration, as Document No. 0311685 in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, in accordance with Sections 515B.2-106 and 515B.2-111 of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant now desires to add a portion of said additional real estate to this Condominium by filing this Second Amendment to Declaration. The portion of additional real estate to be added to this condominium by this Second Amendment to Declaration is hereinafter referred to as the "Second Added Real Estate", and is legally described as follows:

See Exhibit C attached hereto.

WHEREAS, Declarant has substantially completed all of the intended improvements on the Second Added Real Estate, consisting of six (6) Residential Units and paid, or made satisfactory provision for payment, of all taxes and other assessments due in respect of the Second Added Real Estate covering any period prior to the filing of this Second Amendment to Declaration; and

WHEREAS, the said improvements on the Second Added Real Estate comply with all of the applicable requirements of the Declaration and the Act; and

NOW, THEREFORE, Declarant, as the fee owner of the Second Added Real Estate, hereby makes the following Second Amendment to Declaration pursuant to Section 515B.2-111 of the Act, for the purpose of adding said Second Added Real Estate to the CIC and specifies that the Declaration, as previously amended and as hereafter amended, shall constitute covenants to run with the Property, and the Second Added Real Estate and shall be binding upon the Declarant, its successors and assigns, and all persons, including Declarant, who own a Unit in the CIC, together with their mortgagees, grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, guests and other invitees:

I. DEFINITIONS

All words and terms used herein, unless specifically or by context otherwise defined, shall have the same definition as attributed to each in the Declaration and in the Act.

II. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. The Units.

In addition to the Units created by the CIC initially, and by the First Amendment to Declaration, there is hereby created on the Second Added Real Estate a total of six (6) separately dimensioned, designated and legally described Residential Units, located and dimensioned on the Second Supplemental CIC plat, as recorded with the Rice County Registrar of Titles, and which are hereby made a part of this Second Amendment to Declaration. The boundaries and attributes of each such Unit shall be the same as contained and described in the Declaration.

B. Common Elements.

The Common Elements created on the Second Added Real Estate shall mean and include all portions of the Second Added Real Estate other than the Units. The ownership of each Unit shall include the respective undivided interest in the Common Elements contained in the CIC, including the Second Supplemental CIC Plat as specified on Exhibit D attached hereto.

C. Limited Common Elements.

Certain portions of the Common Elements on the Second Added Real Estate are allocated as Limited Common Elements for the exclusive use of one or more but fewer than all of the units. In addition to the Limited Common Elements specified in Section 515B.2-102(d) and (f) of the Act, certain Limited Common Elements, and the units in the Second Added Real Estate to which each is allocated, are depicted on the Second Supplemental CIC Plat.

III. IDENTIFYING NUMBER AND ALLOCATION OF COMMON ELEMENTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES

The identifying number of each Unit created in the CIC including the Units heretofore created and those created on the Second Added Real Estate are as shown on Exhibit D attached hereto. The allocation to each Unit in the CIC of an undivided interest in the Common Elements, a share of the Common Expenses of the Association, and a share of the votes in the Association, as set forth in the Declaration as amended, is hereby amended to be as set forth on Exhibit D attached hereto and incorporated herein. This reallocation is made in accordance with Section 515B.2-108 of the Act and the Declaration and shall be effective immediately upon the recording of this Second Amendment to Declaration.

IV. REAFFIRMATION

Except as previously amended and as amended herein, the Declaration is hereby confirmed as originally recorded. The Second Added Real Estate, the Units created thereon, and all Unit Owners and Occupants are hereby subjected to, made the beneficiaries of, and bound by the provisions of the Declaration and Bylaws of Brockman Pointe Association as previously amended, hereby amended, or hereafter amended.

V. NOTICE

Proofs of service of Declarant's intention to add the Second Added Real Estate upon the owners of each Unit, as required by Section 515B.2-111(b)(3) of the Act, are attached hereto as Exhibits E and F inclusive.

VI. REMAINING ADDITIONAL REAL ESTATE AFTER THIS SECOND AMENDMENT

Upon the recording of this Second Amendment to Declaration, the following described real estate shall be the remaining Additional Real Estate subject to the Declarant's option to add Additional Real Estate under Section 2.02 of the Declaration:

See Exhibit G attached hereto.

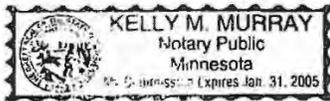
IN WITNESS WHEREOF, Declarant Wensmann Homes, Inc. has caused this Second Amendment to Declaration to be executed as of the day and year recited on the first page hereof.

WENSMANN HOMES, INC.

By: [Signature]
Herbert H. Wensmann
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 31 day of October, 2002, by Herbert H. Wensmann, the President of Wensmann Homes, Inc., a Minnesota corporation, on behalf of the corporation.



[Signature]
Notary Public

CONSENT

Mainstreet Bank, a Minnesota corporation, mortgagee of the premises described in the foregoing Second Amendment to Declaration, hereby consents to and joins in the foregoing Second Amendment to Declaration.

Dated: 11/5/02

MAINSTREET BANK

By: [Signature]
Barbara Toy
Its: Vice Pres.

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 5 day of November, 2002, before me, a Notary Public, within and for said County, appeared Barbara Toy, to me personally known, who being by me duly sworn said that she is the Vice President of Mainstreet Bank, a Minnesota corporation, that said instrument was executed on behalf of said corporation by authority of its Board of Directors and that Barbara Toy acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Russell L. Streefland
Attorney at Law
250 Skyline Square Building
12940 Harriet Avenue South
Burnsville, MN 55337
(952) 890-2477

**EXHIBIT A TO SECOND AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lot 7, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT B TO SECOND AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, 5, and 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

**EXHIBIT C TO SECOND AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF SECOND ADDED REAL ESTATE**

Lot 1, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT D TO SECOND AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
REALLOCATION OF INTERESTS IN THE COMMON ELEMENTS, OF THE
COMMON EXPENSES, AND OF THE VOTES IN THE ASSOCIATION**

<u>Unit Identifier</u>	<u>Fractional Interest in Common Elements</u>	<u>Percentage Responsibility for Common Expenses</u>	<u>Vote In Homeowners Association Matters</u>
111	1/30th	3.546%	1
112	1/30th	3.546%	1
113	1/30th	3.546%	1
114	1/30th	3.546%	1
115	1/30th	3.546%	1
116	1/30th	3.546%	1
611	1/30th	3.280%	1
612	1/30th	3.280%	1
613	1/30th	3.280%	1
614	1/30th	3.280%	1
615	1/30th	3.280%	1
616	1/30th	3.280%	1
617	1/30th	3.280%	1
618	1/30th	3.280%	1
619	1/30th	3.280%	1
620	1/30th	3.280%	1
621	1/30th	3.280%	1
622	1/30th	3.280%	1
711	1/30th	3.280%	1
712	1/30th	3.280%	1
713	1/30th	3.280%	1
714	1/30th	3.280%	1
715	1/30th	3.280%	1
716	1/30th	3.280%	1
717	1/30th	3.280%	1
718	1/30th	3.280%	1
719	1/30th	3.280%	1
720	1/30th	3.280%	1
721	1/30th	3.280%	1
722	1/30th	3.280%	1
TOTALS	1.0	100%	30

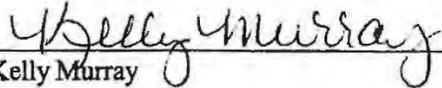
**EXHIBIT E TO SECOND AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
AFFIDAVIT OF SERVICE ON OWNERS**

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

Kelly Murray of the City of Eagan, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 21 day of October, 2002, she served a Notice of Addition of Additional Real Estate to CIC No. 41, BROCKMAN POINTE CONDOMINIUM, with respect to:

Lot 1, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

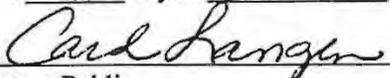
upon Terry Wensmann, the Vice President of Wensmann Homes, Inc. at 1895 Plaza Drive, Suite 200, Eagan, Minnesota 55122, by handing to and leaving with the said Terry Wensmann, a true and correct copy thereof, after first determining from an inspection of records that Wensmann Homes, Inc. is the fee owner of all Units in BROCKMAN POINTE CONDOMINIUM.



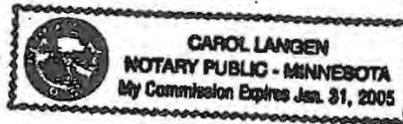
Kelly Murray

Subscribed and sworn to before me

this 21 day of October, 2002.



Notary Public



**EXHIBIT F TO SECOND AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
NOTICE OF ADDITION OF ADDITIONAL REAL ESTATE TO
BROCKMAN POINTE CONDOMINIUM**

TO: Unit Owner Entitled to Legal Notice

YOU ARE HEREBY NOTIFIED that Wensmann Homes, Inc., the Declarant under the Declaration creating BROCKMAN POINTE CONDOMINIUM, Rice County CIC No. 41, intends to add additional real estate to the CIC, legally described as:

Lot 1, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

in accordance with the terms and conditions of the Declaration and in accordance with Section 515B.2-111 of the Minnesota Common Interest Ownership Act.

The addition of additional real estate will be accomplished by recording a document entitled Second Amendment to Declaration. Upon request of any unit owner, the Declarant will provide a copy of the Second Amendment to Declaration at no cost to the unit owner.

WENSMANN HOMES, INC.

By: Kelly Murray
Kelly Murray
Its: Assistant Vice President

**EXHIBIT G TO SECOND AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REMAINING ADDITIONAL REAL ESTATE**

Lots 2, 3, 4, and 5, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

32169

RL
Wensmann
Homes
3500
390.00 13 Cert.

32368

Document No.
032368



OFFICE OF REGISTRAR OF TITLES
RICE COUNTY, MINN

No. of Pages 19

I hereby certify that the within instrument was filed in this office
for record on 02-27-2003 at 03:00 AM PM



Marsha DeGroot, Registrar

Marsha DeGroot
Deputy

9693
46500

Common Interest Community Number 41

R

A Condominium

BROCKMAN POINTE CONDOMINIUM

THIRD AMENDMENT TO DECLARATION

This Third Amendment is made this 31 day of January, 2003, by Wensmann Homes, Inc., a Minnesota corporation, (hereinafter referred to as Declarant) pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Sections 515B.1-101 to 515B.4-118, as amended.

WHEREAS, on the 30th day of October, 2002, Wensmann Homes, Inc., a Minnesota corporation, as Declarant, created BROCKMAN POINTE CONDOMINIUM (the "Condominium") by filing the Declaration creating BROCKMAN POINTE CONDOMINIUM, as a Flexible Common Interest Community ("CIC No. 41"), hereinafter referred to as the "Declaration", as Document No. 31483 in the office of the Registrar of Titles, Rice County, Minnesota, initially including the real estate legally described as:

See Exhibit A attached hereto

which Condominium initially consisted of twelve (12) Residential Units and Common Elements and Limited Common Elements as described and defined in the Declaration, CIC plat, and exhibits thereto; and

WHEREAS, Sections 2.02, 2.03 and 2.04 of said Declaration provide:

2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:

See Exhibit B attached hereto.

2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within five years from the date of the first conveyance of a unit to an owner other than Declarant. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of construction, and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the five year period set forth above.

2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

WHEREAS, on November 27, 2002, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the First Amendment to Declaration, as Document No. 31685 in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on January 29, 2003, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Second Amendment to Declaration, as Document No. 32169, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 1, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, in accordance with Sections 515B.2-106 and 515B.2-111 of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant now desires to add a portion of said additional real estate to this Condominium by filing this Third Amendment to Declaration. The portion of additional real estate to be added to this condominium by this Third Amendment to Declaration is hereinafter referred to as the "Third Added Real Estate", and is legally described as follows:

See Exhibit C attached hereto.

WHEREAS, Declarant has substantially completed all of the intended improvements on the Third Added Real Estate, consisting of twelve (12) Residential Units and paid, or made satisfactory provision for payment, of all taxes and other assessments due in respect of the Third Added Real Estate covering any period prior to the filing of this Third Amendment to Declaration; and

WHEREAS, the said improvements on the Third Added Real Estate comply with all of the applicable requirements of the Declaration and the Act; and

NOW, THEREFORE, Declarant, as the fee owner of the Third Added Real Estate, hereby makes the following Third Amendment to Declaration pursuant to Section 515B.2-111 of the Act, for the purpose of adding said Third Added Real Estate to the CIC and specifies that the Declaration, as previously amended and as hereafter amended, shall constitute covenants to run with the Property, and the Third Added Real Estate and shall be binding upon the Declarant, its successors and assigns, and all persons, including Declarant, who own a Unit in the CIC, together with their mortgagees, grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, guests and other invitees:

I. DEFINITIONS

All words and terms used herein, unless specifically or by context otherwise defined, shall have the same definition as attributed to each in the Declaration and in the Act.

II. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. The Units.

In addition to the Units created by the CIC initially, and by the First and Second Amendments to Declaration, there is hereby created on the Third Added Real Estate a total of twelve (12) separately dimensioned, designated and legally described Residential Units, located and dimensioned on the Third Supplemental CIC plat, as recorded with the Rice County Registrar of Titles, and which are hereby made a part of this Third Amendment to Declaration. The boundaries and attributes of each such Unit shall be the same as contained and described in the Declaration.

B. Common Elements.

The Common Elements created on the Third Added Real Estate shall mean and include all portions of the Third Added Real Estate other than the Units. The ownership of each Unit shall include the respective undivided interest in the Common Elements contained in the CIC, including the Third Supplemental CIC Plat as specified on Exhibit D attached hereto.

C. Limited Common Elements.

Certain portions of the Common Elements on the Third Added Real Estate are allocated as Limited Common Elements for the exclusive use of one or more but fewer than all of the units. In addition to the Limited Common Elements specified in Section 515B.2-102(d) and (f) of the Act, certain Limited Common Elements, and the units in the Third Added Real Estate to which each is allocated, are depicted on the Third Supplemental CIC Plat.

III. IDENTIFYING NUMBER AND ALLOCATION OF COMMON ELEMENTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES

The identifying number of each Unit created in the CIC including the Units heretofore created and those created on the Third Added Real Estate are as shown on Exhibit D attached hereto. The allocation to each Unit in the CIC of an undivided interest in the Common Elements, a share of the Common Expenses of the Association, and a share of the votes in the Association, as set forth in the Declaration as amended, is hereby amended to be as set forth on Exhibit D attached hereto and incorporated herein. This reallocation is made in accordance with Section 515B.2-108 of the Act and the Declaration and shall be effective immediately upon the recording of this Third Amendment to Declaration.

IV. REAFFIRMATION

Except as previously amended and as amended herein, the Declaration is hereby confirmed as originally recorded. The Third Added Real Estate, the Units created thereon, and all Unit Owners and Occupants are hereby subjected to, made the beneficiaries of, and bound by the provisions of the Declaration and Bylaws of Brockman Pointe Association as previously amended, hereby amended, or hereafter amended.

V. NOTICE

Proofs of service of Declarant's intention to add the Third Added Real Estate upon the owners of each Unit, as required by Section 515B.2-111(b)(3) of the Act, are attached hereto as Exhibits E and F inclusive.

**EXHIBIT A TO THIRD AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lot 7, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT B TO THIRD AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, 5, and 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

**EXHIBIT C TO THIRD AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF THIRD ADDED REAL ESTATE**

Lot 5, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

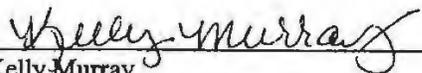
**EXHIBIT D TO THIRD AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
REALLOCATION OF INTERESTS IN THE COMMON ELEMENTS, OF THE
COMMON EXPENSES, AND OF THE VOTES IN THE ASSOCIATION**

<u>Unit Identifier</u>	<u>Fractional Interest in Common Elements</u>	<u>Percentage Responsibility for Common Expenses</u>	<u>Vote In Homeowners Association Matters</u>
111	1/42nd	2.542%	1
112	1/42nd	2.542%	1
113	1/42nd	2.542%	1
114	1/42nd	2.542%	1
115	1/42nd	2.542%	1
116	1/42nd	2.542%	1
511	1/42nd	2.354%	1
512	1/42nd	2.354%	1
513	1/42nd	2.354%	1
514	1/42nd	2.354%	1
515	1/42nd	2.354%	1
516	1/42nd	2.354%	1
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518	1/42nd	2.354%	1
519	1/42nd	2.354%	1
520	1/42nd	2.354%	1
521	1/42nd	2.354%	1
522	1/42nd	2.354%	1
611	1/42nd	2.354%	1
612	1/42nd	2.354%	1
613	1/42nd	2.354%	1
614	1/42nd	2.354%	1
615	1/42nd	2.354%	1
616	1/42nd	2.354%	1
617	1/42nd	2.354%	1
618	1/42nd	2.354%	1
619	1/42nd	2.354%	1
620	1/42nd	2.354%	1
621	1/42nd	2.354%	1
622	1/42nd	2.354%	1
711	1/42nd	2.354%	1
712	1/42nd	2.354%	1
713	1/42nd	2.354%	1

714	1/42nd	2.354%	1
715	1/42nd	2.354%	1
716	1/42nd	2.354%	1
717	1/42nd	2.354%	1
718	1/42nd	2.354%	1
719	1/42nd	2.354%	1
720	1/42nd	2.354%	1
721	1/42nd	2.354%	1
722	1/42nd	2.354%	1
TOTALS	1.0	100%	42

Brett Gustafson Sara Luce	2712 Brockman Court #711 Northfield, MN 55057
Sandra Robinson	2714 Brockman Court #712 Northfield, MN 55057
Erik and Brooke Anderson	2716 Brockman Court #713 Northfield, MN 55057
Marilyn Wing	2718 Brockman Court #714 Northfield, MN 55057
Leo and Rosemary Ruggle	2722 Brockman Court #716 Northfield, MN 55057
James and Cynthia Payne	2700 Brockman Court #717 Northfield, MN 55057
Suzanne Wolfgang	2702 Brockman Court #718 Northfield, MN 55057
Timothy and Tracie Solum	2704 Brockman Court #719 Northfield, MN 55057
Michelle Forcier	2706 Brockman Court #720 Northfield, MN 55057

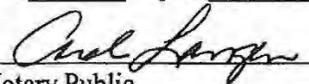
by mailing to each of the above-named individuals a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the post office at Eagan, Minnesota, directed to said individuals at said address.



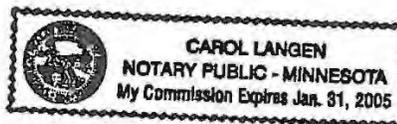
Kelly Murray

Subscribed and sworn to before me

this 17 day of January, 2003.



Notary Public



**EXHIBIT F TO THIRD AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
NOTICE OF ADDITION OF ADDITIONAL REAL ESTATE TO
BROCKMAN POINTE CONDOMINIUM**

TO: Unit Owner Entitled to Legal Notice

YOU ARE HEREBY NOTIFIED that Wensmann Homes, Inc., the Declarant under the Declaration creating BROCKMAN POINTE CONDOMINIUM, Rice County CIC No. 41, intends to add additional real estate to the CIC, legally described as:

Lot 5, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

in accordance with the terms and conditions of the Declaration and in accordance with Section 515B.2-111 of the Minnesota Common Interest Ownership Act.

The addition of additional real estate will be accomplished by recording a document entitled Third Amendment to Declaration. Upon request of any unit owner, the Declarant will provide a copy of the Third Amendment to Declaration at no cost to the unit owner.

WENSMANN HOMES, INC.

By: Kelly Murray
Kelly Murray
Its: Assistant Vice President

**EXHIBIT G TO THIRD AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REMAINING ADDITIONAL REAL ESTATE**

Lots 2, 3, and 4, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

32368

AL

Wensman Homes

32825

#8779

29-284

25.00

390.00

13 Cent.

425.00

Common Interest Community Number 41

A Condominium

BROCKMAN POINTE CONDOMINIUM

FOURTH AMENDMENT TO DECLARATION

R

This Fourth Amendment is made this 31 day of January, 2003, by Wensmann Homes, Inc., a Minnesota corporation, (hereinafter referred to as Declarant) pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Sections 515B.1-101 to 515B.4-118, as amended.

WHEREAS, on the 30th day of October, 2002, Wensmann Homes, Inc., a Minnesota corporation, as Declarant, created BROCKMAN POINTE CONDOMINIUM (the "Condominium") by filing the Declaration creating BROCKMAN POINTE CONDOMINIUM, as a Flexible Common Interest Community ("CIC No. 41"), hereinafter referred to as the "Declaration", as Document No. 31483 in the office of the Registrar of Titles, Rice County, Minnesota, initially including the real estate legally described as:

See Exhibit A attached hereto

which Condominium initially consisted of twelve (12) Residential Units and Common Elements and Limited Common Elements as described and defined in the Declaration, CIC plat, and exhibits thereto; and

WHEREAS, Sections 2.02, 2.03 and 2.04 of said Declaration provide:

- 2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:

See Exhibit B attached hereto.

2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within five years from the date of the first conveyance of a unit to an owner other than Declarant. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of construction, and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the five year period set forth above.

2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

WHEREAS, on November 27, 2002, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the First Amendment to Declaration, as Document No. 31685 in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on January 29, 2003, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Second Amendment to Declaration, as Document No. 32169, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 1, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on February 27, 2003, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Third Amendment to Declaration, as Document No. 32368, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 5, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, in accordance with Sections 515B.2-106 and 515B.2-111 of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant now desires to add a portion of said additional real estate to this Condominium by filing this Fourth Amendment to Declaration. The portion of additional real estate to be added to this condominium by this Fourth Amendment to Declaration is hereinafter referred to as the "Fourth Added Real Estate", and is legally described as follows:

See Exhibit C attached hereto.

WHEREAS, Declarant has substantially completed all of the intended improvements on the Fourth Added Real Estate, consisting of twelve (12) Residential Units and paid, or made satisfactory provision for payment, of all taxes and other assessments due in respect of the Fourth Added Real Estate covering any period prior to the filing of this Fourth Amendment to Declaration; and

WHEREAS, the said improvements on the Fourth Added Real Estate comply with all of the applicable requirements of the Declaration and the Act; and

NOW, THEREFORE, Declarant, as the fee owner of the Fourth Added Real Estate, hereby makes the following Fourth Amendment to Declaration pursuant to Section 515B.2-111 of the Act, for the purpose of adding said Fourth Added Real Estate to the CIC and specifies that the Declaration, as previously amended and as hereafter amended, shall constitute covenants to run with the Property, and the Fourth Added Real Estate and shall be binding upon the Declarant, its successors and assigns, and all persons, including Declarant, who own a Unit in the CIC, together with their mortgagees, grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, guests and other invitees:

I. DEFINITIONS

All words and terms used herein, unless specifically or by context otherwise defined, shall have the same definition as attributed to each in the Declaration and in the Act.

II. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. The Units.

In addition to the Units created by the CIC initially, and by the First, Second and Third Amendments to Declaration, there is hereby created on the Fourth Added Real Estate a total of twelve (12) separately dimensioned, designated and legally described Residential Units, located and dimensioned on the Fourth Supplemental CIC plat, as recorded with the Rice County Registrar of Titles, and which are hereby made a part of this Fourth Amendment to Declaration. The boundaries and attributes of each such Unit shall be the same as contained and described in the Declaration.

B. Common Elements.

The Common Elements created on the Fourth Added Real Estate shall mean and include all portions of the Fourth Added Real Estate other than the Units. The ownership of each Unit shall include the respective undivided interest in the Common Elements contained in the CIC, including the Fourth Supplemental CIC Plat as specified on Exhibit D attached hereto.

C. Limited Common Elements.

Certain portions of the Common Elements on the Fourth Added Real Estate are allocated as Limited Common Elements for the exclusive use of one or more but fewer than all of the units. In addition to the Limited Common Elements specified in Section 515B.2-102(d) and (f) of the Act, certain Limited Common Elements, and the units in the Fourth Added Real Estate to which each is allocated, are depicted on the Fourth Supplemental CIC Plat.

III. IDENTIFYING NUMBER AND ALLOCATION OF COMMON ELEMENTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES

The identifying number of each Unit created in the CIC including the Units heretofore created and those created on the Fourth Added Real Estate are as shown on Exhibit D attached hereto. The allocation to each Unit in the CIC of an undivided interest in the Common Elements, a share of the Common Expenses of the Association, and a share of the votes in the Association, as set forth in the Declaration as amended, is hereby amended to be as set forth on Exhibit D attached hereto and incorporated herein. This reallocation is made in accordance with Section 515B.2-108 of the Act and the Declaration and shall be effective immediately upon the recording of this Fourth Amendment to Declaration.

IV. REAFFIRMATION

Except as previously amended and as amended herein, the Declaration is hereby confirmed as originally recorded. The Fourth Added Real Estate, the Units created thereon, and all

**EXHIBIT A TO FOURTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lot 7, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT B TO FOURTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, 5, and 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

**EXHIBIT C TO FOURTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF THIRD ADDED REAL ESTATE**

Lot 4, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT D TO FOURTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
REALLOCATION OF INTERESTS IN THE COMMON ELEMENTS, OF THE
COMMON EXPENSES, AND OF THE VOTES IN THE ASSOCIATION**

<u>Unit Identifier</u>	<u>Fractional Interest in Common Elements</u>	<u>Percentage Responsibility for Common Expenses</u>	<u>Vote In Homeowners Association Matters</u>
111	1/54th	1.982%	1
112	1/54th	1.982%	1
113	1/54th	1.982%	1
114	1/54th	1.982%	1
115	1/54th	1.982%	1
116	1/54th	1.982%	1
411	1/54th	1.835%	1
412	1/54th	1.835%	1
413	1/54th	1.835%	1
414	1/54th	1.835%	1
415	1/54th	1.835%	1
416	1/54th	1.835%	1
417	1/54th	1.835%	1
418	1/54th	1.835%	1
419	1/54th	1.835%	1
420	1/54th	1.835%	1
421	1/54th	1.835%	1
422	1/54th	1.835%	1
511	1/54th	1.835%	1
512	1/54th	1.835%	1
513	1/54th	1.835%	1
514	1/54th	1.835%	1
515	1/54th	1.835%	1
516	1/54th	1.835%	1
517	1/54th	1.835%	1
518	1/54th	1.835%	1
519	1/54th	1.835%	1
520	1/54th	1.835%	1
521	1/54th	1.835%	1
522	1/54th	1.835%	1
611	1/54th	1.835%	1
612	1/54th	1.835%	1
613	1/54th	1.835%	1

614	1/54th	1.835%	1
615	1/54th	1.835%	1
616	1/54th	1.835%	1
617	1/54th	1.835%	1
618	1/54th	1.835%	1
619	1/54th	1.835%	1
620	1/54th	1.835%	1
621	1/54th	1.835%	1
622	1/54th	1.835%	1
711	1/54th	1.835%	1
712	1/54th	1.835%	1
713	1/54th	1.835%	1
714	1/54th	1.835%	1
715	1/54th	1.835%	1
716	1/54th	1.835%	1
717	1/54th	1.835%	1
718	1/54th	1.835%	1
719	1/54th	1.835%	1
720	1/54th	1.835%	1
721	1/54th	1.835%	1
722	1/54th	1.835%	1
TOTALS	1.0	100%	54

**EXHIBIT E TO FOURTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
AFFIDAVIT OF SERVICE ON OWNERS**

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

Kelly Murray of the City of Eagan, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 17 day of January, 2003, she served a Notice of Addition of Additional Real Estate to CIC No. 41, BROCKMAN POINTE CONDOMINIUM, with respect to:

Lot 4, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

marked as Exhibit F, upon each of the following named owners of said condominiums:

<u>Name</u>	<u>Address</u>
Kara Zimmerman	2744 Brockman Court #615 Northfield, MN 55057
Louis, Eileen and Jeff Anderson	2724 Brockman Court #617 Northfield, MN 55057
Derrick Bunde Sonya Revolinski	2726 Brockman Court #618 Northfield, MN 55057
Mark Mokoff	2728 Brockman Court #619 Northfield, MN 55057
Michael and Karen Grieger	2730 Brockman Court #620 Northfield, MN 55057
Mark Nistler	2732 Brockman Court #621 Northfield, MN 55057
Christopher and Joanne Rietveld	2734 Brockman Court #622 Northfield, MN 55057

Brett Gustafson
Sara Luce

2712 Brockman Court #711
Northfield, MN 55057

Sandra Robinson

2714 Brockman Court #712
Northfield, MN 55057

Erik and Brooke Anderson

2716 Brockman Court #713
Northfield, MN 55057

Marilyn Wing

2718 Brockman Court #714
Northfield, MN 55057

Leo and Rosemary Ruggle

2722 Brockman Court #716
Northfield, MN 55057

James and Cynthia Payne

2700 Brockman Court #717
Northfield, MN 55057

Suzanne Wolfgang

2702 Brockman Court #718
Northfield, MN 55057

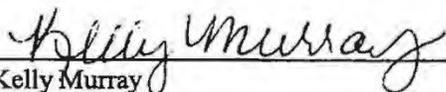
Timothy and Tracie Solum

2704 Brockman Court #719
Northfield, MN 55057

Michelle Forcier

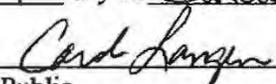
2706 Brockman Court #720
Northfield, MN 55057

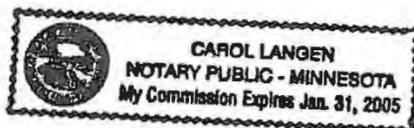
by mailing to each of the above-named individuals a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the post office at Eagan, Minnesota, directed to said individuals at said address.


Kelly Murray

Subscribed and sworn to before me

this 17 day of January, 2003.


Notary Public



**EXHIBIT F TO FOURTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
NOTICE OF ADDITION OF ADDITIONAL REAL ESTATE TO
BROCKMAN POINTE CONDOMINIUM**

TO: Unit Owner Entitled to Legal Notice

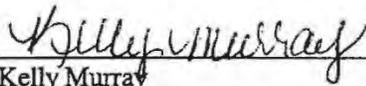
YOU ARE HEREBY NOTIFIED that Wensmann Homes, Inc., the Declarant under the Declaration creating BROCKMAN POINTE CONDOMINIUM, Rice County CIC No. 41, intends to add additional real estate to the CIC, legally described as:

Lot 4, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

in accordance with the terms and conditions of the Declaration and in accordance with Section 515B.2-111 of the Minnesota Common Interest Ownership Act.

The addition of additional real estate will be accomplished by recording a document entitled Fourth Amendment to Declaration. Upon request of any unit owner, the Declarant will provide a copy of the Fourth Amendment to Declaration at no cost to the unit owner.

WENSMANN HOMES, INC.

By: 
Kelly Murray
Its: Assistant Vice President

**EXHIBIT G TO FOURTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REMAINING ADDITIONAL REAL ESTATE**

Lots 2 and 3, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

Document No. 032825 OFFICE OF REGISTRAR OF TITLES
RICE COUNTY, MINN



RICE COUNTY, MINN

No. of Pages 19

I hereby certify that the within instrument was filed in this office
for record on 04-21-2003 at 09:15 AM PM



Marsha DeGroot, Registrar

Marsha DeGroot
Deputy

32825

Wensmann
Homes

33428

Common Interest Community Number 41

A Condominium

BROCKMAN POINTE CONDOMINIUM

FIFTH AMENDMENT TO DECLARATION

This Fifth Amendment is made this 30th day of April, 2003, by Wensmann Homes, Inc., a Minnesota corporation, (hereinafter referred to as Declarant) pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Sections 515B.1-101 to 515B.4-118, as amended.

WHEREAS, on the 30th day of October, 2002, Wensmann Homes, Inc., a Minnesota corporation, as Declarant, created BROCKMAN POINTE CONDOMINIUM (the "Condominium") by filing the Declaration creating BROCKMAN POINTE CONDOMINIUM, as a Flexible Common Interest Community ("CIC No. 41"), hereinafter referred to as the "Declaration", as Document No. 31483 in the office of the Registrar of Titles, Rice County, Minnesota, initially including the real estate legally described as:

See Exhibit A attached hereto

which Condominium initially consisted of twelve (12) Residential Units and Common Elements and Limited Common Elements as described and defined in the Declaration, CIC plat, and exhibits thereto; and

WHEREAS, Sections 2.02, 2.03 and 2.04 of said Declaration provide:

2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:

See Exhibit B attached hereto.

2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within five years from the date of the first conveyance of a unit to an owner other than Declarant. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of construction, and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the five year period set forth above.

2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

WHEREAS, on November 27, 2002, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the First Amendment to Declaration, as Document No. 31685 in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on January 29, 2003, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Second Amendment to Declaration, as Document No. 32169, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 1, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on February 27, 2003, in accordance with Sections 515B.2-106 and 515B2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Third Amendment to Declaration, as Document No.32368, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 5, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on April 21, 2003, in accordance with Sections 515B.2-106 and 515B2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Fourth Amendment to Declaration, as Document No. 32825, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 4, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, in accordance with Sections 515B.2-106 and 515B.2-111 of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant now desires to add a portion of said additional real estate to this Condominium by filing this Fifth Amendment to Declaration. The portion of additional real estate to be added to this condominium by this Fifth Amendment to Declaration is hereinafter referred to as the "Fifth Added Real Estate", and is legally described as follows:

See Exhibit C attached hereto.

WHEREAS, Declarant has substantially completed all of the intended improvements on the Fifth Added Real Estate, consisting of six (6) Residential Units and paid, or made satisfactory provision for payment, of all taxes and other assessments due in respect of the Fifth Added Real Estate covering any period prior to the filing of this Fifth Amendment to Declaration; and

WHEREAS, the said improvements on the Fifth Added Real Estate comply with all of the applicable requirements of the Declaration and the Act; and

NOW, THEREFORE, Declarant, as the fee owner of the Fifth Added Real Estate, hereby makes the following Fifth Amendment to Declaration pursuant to Section 515B.2-111 of the Act, for the purpose of adding said Fifth Added Real Estate to the CIC and specifies that the Declaration, as previously amended and as hereafter amended, shall constitute covenants to run with the Property, and the Fifth Added Real Estate and shall be binding upon the Declarant, its successors and assigns, and all persons, including Declarant, who own a Unit in the CIC, together with their mortgagees, grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, guests and other invitees:

I. DEFINITIONS

All words and terms used herein, unless specifically or by context otherwise defined, shall have the same definition as attributed to each in the Declaration and in the Act.

II. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. The Units.

In addition to the Units created by the CIC initially, and by the First, Second, Third and Fourth Amendments to Declaration, there is hereby created on the Fifth Added Real Estate a total of six (6) separately dimensioned, designated and legally described Residential Units, located and dimensioned on the Fifth Supplemental CIC plat, as recorded with the Rice County Registrar of Titles, and which are hereby made a part of this Fifth Amendment to Declaration. The boundaries and attributes of each such Unit shall be the same as contained and described in the Declaration.

B. Common Elements.

The Common Elements created on the Fifth Added Real Estate shall mean and include all portions of the Fifth Added Real Estate other than the Units. The ownership of each Unit shall include the respective undivided interest in the Common Elements contained in the CIC, including the Fifth Supplemental CIC Plat as specified on Exhibit D attached hereto.

C. Limited Common Elements.

Certain portions of the Common Elements on the Fifth Added Real Estate are allocated as Limited Common Elements for the exclusive use of one or more but fewer than all of the units. In addition to the Limited Common Elements specified in Section 515B.2-102(d) and (f) of the Act, certain Limited Common Elements, and the units in the Fifth Added Real Estate to which each is allocated, are depicted on the Fifth Supplemental CIC Plat.

III. IDENTIFYING NUMBER AND ALLOCATION OF COMMON ELEMENTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES

The identifying number of each Unit created in the CIC including the Units heretofore created and those created on the Fifth Added Real Estate are as shown on Exhibit D attached hereto. The allocation to each Unit in the CIC of an undivided interest in the Common Elements, a share of the Common Expenses of the Association, and a share of the votes in the Association, as set forth in the Declaration as amended, is hereby amended to be as set forth on Exhibit D attached hereto and incorporated herein. This reallocation is made in accordance with Section 515B.2-108 of the Act and the Declaration and shall be effective immediately upon the recording of this Fifth Amendment to Declaration.

**EXHIBIT A TO FIFTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lot 7, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT B TO FIFTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, 5, and 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

**EXHIBIT C TO FIFTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF FIFTH ADDED REAL ESTATE**

Lot 3, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT D TO FIFTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
REALLOCATION OF INTERESTS IN THE COMMON ELEMENTS, OF THE
COMMON EXPENSES, AND OF THE VOTES IN THE ASSOCIATION**

<u>Unit Identifier</u>	<u>Fractional Interest in Common Elements</u>	<u>Percentage Responsibility for Common Expenses</u>	<u>Vote In Homeowners Association Matters</u>
111	1/60th	1.771%	1
112	1/60th	1.771%	1
113	1/60th	1.771%	1
114	1/60th	1.771%	1
115	1/60th	1.771%	1
116	1/60th	1.771%	1
311	1/60th	1.771%	1
312	1/60th	1.771%	1
313	1/60th	1.771%	1
314	1/60th	1.771%	1
315	1/60th	1.771%	1
316	1/60th	1.771%	1
411	1/60th	1.640%	1
412	1/60th	1.640%	1
413	1/60th	1.640%	1
414	1/60th	1.640%	1
415	1/60th	1.640%	1
416	1/60th	1.640%	1
417	1/60th	1.640%	1
418	1/60th	1.640%	1
419	1/60th	1.640%	1
420	1/60th	1.640%	1
421	1/60th	1.640%	1
422	1/60th	1.640%	1
511	1/60th	1.640%	1
512	1/60th	1.640%	1
513	1/60th	1.640%	1
514	1/60th	1.640%	1
515	1/60th	1.640%	1
516	1/60th	1.640%	1
517	1/60th	1.640%	1
518	1/60th	1.640%	1
519	1/60th	1.640%	1

520	1/60th	1.640%	1
521	1/60th	1.640%	1
522	1/60th	1.640%	1
611	1/60th	1.640%	1
612	1/60th	1.640%	1
613	1/60th	1.640%	1
614	1/60th	1.640%	1
615	1/60th	1.640%	1
616	1/60th	1.640%	1
617	1/60th	1.640%	1
618	1/60th	1.640%	1
619	1/60th	1.640%	1
620	1/60th	1.640%	1
621	1/60th	1.640%	1
622	1/60th	1.640%	1
711	1/60th	1.640%	1
712	1/60th	1.640%	1
713	1/60th	1.640%	1
714	1/60th	1.640%	1
715	1/60th	1.640%	1
716	1/60th	1.640%	1
717	1/60th	1.640%	1
718	1/60th	1.640%	1
719	1/60th	1.640%	1
720	1/60th	1.640%	1
721	1/60th	1.640%	1
722	1/60th	1.640%	1
TOTALS	1.0	100%	60

**EXHIBIT E TO FIFTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
AFFIDAVIT OF SERVICE ON OWNERS**

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

Kelly Murray of the City of Eagan, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 30th day of April, 2003, she served a Notice of Addition of Additional Real Estate to CIC No. 41, BROCKMAN POINTE CONDOMINIUM, with respect to:

Lot 3, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota

marked as Exhibit F, upon each of the following named owners of said condominiums:

<u>Name</u>	<u>Address</u>
LouAnn Hyrkas	2711 Brockman Court #116 Northfield, MN 55057
Caron Hanson & Chad Larson	2842 Brockman Court #414 Northfield, MN 55057
Peter Anderson & Carrie Birk	2812 Brockman Court # 511 Northfield, MN 55057
Scott Blahnik & Andrea Widstrom	2814 Brockman Court #512 Northfield, MN 55057
Deyon Behrens	2820 Brockman Court #515 Northfield, MN 55057
Daniel Frank	2822 Brockman Court #516 Northfield, MN 55057
Abel Tuma	2808 Brockman Court #521 Northfield, MN 55057
Michael Honstad & Kelly Kluender	2738 Brockman Court #612 Northfield, MN 55057

Sean & LeWayne Gustafson	2740 Brockman Court #613 Northfield, MN 55057
Robert Eney	2742 Brockman Court #614 Northfield, MN 55057
Kara Zimmerman	2744 Brockman Court #615 Northfield, MN 55057
Louis, Eileen and Jeff Anderson	2724 Brockman Court #617 Northfield, MN 55057
Derrick Bunde Sonya Revolinski	2726 Brockman Court #618 Northfield, MN 55057
Mark Mokoff	2728 Brockman Court #619 Northfield, MN 55057
Michael and Karen Grieger	2730 Brockman Court #620 Northfield, MN 55057
Mark Nistler	2732 Brockman Court #621 Northfield, MN 55057
Christopher and Joanne Rietveld	2734 Brockman Court #622 Northfield, MN 55057Brett
Brett Gustafson & Sara Luce	2712 Brockman Court #711 Northfield, MN 55057
Sandra Robinson	2714 Brockman Court #712 Northfield, MN 55057
Erik and Brooke Anderson	2716 Brockman Court #713 Northfield, MN 55057
Marilyn Wing	2718 Brockman Court #714 Northfield, MN 55057
Leo and Rosemary Ruggle	2722 Brockman Court #716 Northfield, MN 55057

James and Cynthia Payne

2700 Brockman Court #717
Northfield, MN 55057

Suzanne Wolfgang

2702 Brockman Court #718
Northfield, MN 55057

Timothy and Tracie Solum

2704 Brockman Court #719
Northfield, MN 55057

Michelle Forcier

2706 Brockman Court #720
Northfield, MN 55057

by mailing to each of the above-named individuals a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the post office at Eagan, Minnesota, directed to said individuals at said address.

Kelly Murray

Kelly Murray

Subscribed and sworn to before me

this 30th day of April, 2003.

Carol Langen
Notary Public



**EXHIBIT F TO FIFTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
NOTICE OF ADDITION OF ADDITIONAL REAL ESTATE TO
BROCKMAN POINTE CONDOMINIUM**

TO: Unit Owner Entitled to Legal Notice

YOU ARE HEREBY NOTIFIED that Wensmann Homes, Inc., the Declarant under the Declaration creating BROCKMAN POINTE CONDOMINIUM, Rice County CIC No. 41, intends to add additional real estate to the CIC, legally described as:

Lot 3, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

in accordance with the terms and conditions of the Declaration and in accordance with Section 515B.2-111 of the Minnesota Common Interest Ownership Act.

The addition of additional real estate will be accomplished by recording a document entitled Fifth Amendment to Declaration. Upon request of any unit owner, the Declarant will provide a copy of the Fifth Amendment to Declaration at no cost to the unit owner.

WENSMANN HOMES, INC.

By: *Kelly Murray*
Kelly Murray
Its: Assistant Vice President

**EXHIBIT G TO FIFTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REMAINING ADDITIONAL REAL ESTATE**

Lot 2, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

Document No.
033428



OFFICE OF REGISTRAR OF TITLES
RICE COUNTY, MINN

No. of Pages 19

I hereby certify that the within instrument was filed in this office
for record on 06-26-2003 at 09:01 AM PM

06262003



Marsha DeGroot, Registrar

Jan Esp
Deputy

33428

8777 - 29-282

34993

Document No. 034993 OFFICE OF REGISTRAR OF TITLES
RICE COUNTY, MINN



No. of Pages 21

I hereby certify that the within instrument was filed in this office
for record on 12-12-2003 at 10:31 AM PM



Marsha DeGroot, Registrar

Jan Eap
Deputy

Common Interest Community Number 41

R

A Condominium

BROCKMAN POINTE CONDOMINIUM

SIXTH AMENDMENT TO DECLARATION

This Sixth Amendment is made this 19th day of November, 2003, by Wensmann Homes, Inc., a Minnesota corporation, (hereinafter referred to as Declarant) pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes, Sections 515B.1-101 to 515B.4-118, as amended.

WHEREAS, on the 30th day of October, 2002, Wensmann Homes, Inc., a Minnesota corporation, as Declarant, created BROCKMAN POINTE CONDOMINIUM (the "Condominium") by filing the Declaration creating BROCKMAN POINTE CONDOMINIUM, as a Flexible Common Interest Community ("CIC No. 41"), hereinafter referred to as the "Declaration", as Document No. 31483 in the office of the Registrar of Titles, Rice County, Minnesota, initially including the real estate legally described as:

See Exhibit A attached hereto

which Condominium initially consisted of twelve (12) Residential Units and Common Elements and Limited Common Elements as described and defined in the Declaration, CIC plat, and exhibits thereto; and

WHEREAS, Sections 2.02, 2.03 and 2.04 of said Declaration provide:

2.02 Additional real estate which may be added to the CIC, pursuant to Section 515B.2-106 is legally described as follows:

See Exhibit B attached hereto.

2.03 Portions of the additional real estate may be added to the CIC at different times, but all such additional real estate shall be brought into the CIC within five years from the date of the first conveyance of a unit to an owner other than Declarant. The maximum number of units that may be created within the additional real estate is 52 units, all of which units shall be restricted to residential use. All buildings and units erected upon additional real estate will be compatible with the other buildings and units in the CIC in terms of architectural appearance, quality of construction, and principal materials employed in construction. The size of the buildings and number of units in additional buildings will vary as described in Section 5.01 below. All restrictions in this declaration affecting use, occupancy, and alienation of units will apply to units created in the additional real estate upon addition to the CIC. Any of the foregoing assurances related to additional real estate will lapse and be of no effect relative to any portion of the additional real estate not added to the CIC within the five year period set forth above.

2.04 Additional real estate shall be added to the CIC by the procedures set forth in Section 515B.2-111.

WHEREAS, on November 27, 2002, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the First Amendment to Declaration, as Document No. 31685 in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on January 29, 2003, in accordance with Sections 515B.2-106 and 515B.2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Second Amendment to Declaration, as Document No. 32169, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 1, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on February 27, 2003, in accordance with Sections 515B.2-106 and 515B2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Third Amendment to Declaration, as Document No.32368, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 5, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on April 21, 2003, in accordance with Sections 515B.2-106 and 515B2-111, of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Fourth Amendment to Declaration, as Document No. 32825, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 4, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

WHEREAS, on June 26 2003, in accordance with Sections 515B.2-106 and 515B2-111, of Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant added a portion of said additional real estate to this Condominium by filing of the Fifth Amendment to Declaration, as Document No. 33428, in the office of the Registrar of Titles, Rice County, wherein said additional real estate was legally described as:

Lot 3, Block 1, BROCKMAN POINTE, according to the recorded plat thereof Rice County, Minnesota.

WHEREAS, in accordance with Sections 515B.2-106 and 515B.2-111 of the Minnesota Common Interest Ownership Act (the "Act") and Sections 2.02, 2.03 and 2.04 of the Declaration, Declarant now desires to add a portion of said additional real estate to this Condominium by filing this Sixth Amendment to Declaration. The portion of additional real estate to be added to this Condominium by this Sixth Amendment to Declaration is hereinafter referred to as the "Sixth Added Real Estate", and is legally described as follows:

See Exhibit C attached hereto.

WHEREAS, Declarant has substantially completed all of the intended improvements on the Sixth Added Real Estate, consisting of four (4) Residential Units and paid, or made satisfactory provision for payment, of all taxes and other assessments due in respect of the Sixth Added Real Estate covering any period prior to the filing of this Sixth Amendment to Declaration; and

WHEREAS, the said improvements on the Sixth Added Real Estate comply with all of the applicable requirements of the Declaration and the Act; and

NOW, THEREFORE, Declarant, as the fee owner of the Sixth Added Real Estate, hereby makes the following Sixth Amendment to Declaration pursuant to Section 515B.2-111 of the Act, for the purpose of adding said Sixth Added Real Estate to the and specifies that the Declaration, as previously amended and as hereafter amended, shall constitute covenants to run with the Property, and the Sixth Added Real Estate and shall be binding upon the Declarant, its successors and assigns, and all persons, including Declarant, who own a Unit in the CIC, together with their mortgagees, grantees, successors, heirs, executors, administrators, devisees, assigns, tenants, guests and other invitees:

I. DEFINITIONS

All words and terms used herein, unless specifically or by context otherwise defined, shall have the same definition as attributed to each in the Declaration and in the Act.

II. UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. The Units.

In addition to the Units created by the CIC initially, and by the First, Second, Third, Fourth and Fifth Amendments to Declaration, there is hereby created on the Sixth Added Real Estate a total of four (4) separately dimensioned, designated and legally described Residential Units, located and dimensioned on the Sixth Supplemental CIC plat, as recorded with the Rice County Registrar of Titles, and which are hereby made a part of this Sixth Amendment to Declaration. The boundaries and attributes of each such Unit shall be the same as contained and described in the Declaration.

B. Common Elements.

The Common Elements created on the Sixth Added Real Estate shall mean and include all portions of the Sixth Added Real Estate other than the Units. The ownership of each Unit shall include the respective undivided interest in the Common Elements contained in the CIC, including the Sixth Supplemental CIC Plat as specified on Exhibit D attached hereto.

C. Limited Common Elements.

Certain portions of the Common Elements on the Sixth Added Real Estate are allocated as Limited Common Elements for the exclusive use of one or more but fewer than all of the units. In addition to the Limited Common Elements specified in Section 515B.2-102(d) and (f) of the Act, certain Limited Common Elements, and the units in the Sixth Added Real Estate to which each is allocated, are depicted on the Sixth Supplemental CIC Plat.

III. IDENTIFYING NUMBER AND ALLOCATION OF COMMON ELEMENTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES

The identifying number of each Unit created in the CIC including the Units heretofore created and those created on the Sixth Added Real Estate are as shown on Exhibit D attached hereto. The allocation to each Unit in the CIC of an undivided interest in the Common Elements, a share of the Common Expenses of the Association, and a share of the votes in the Association, as set forth in the Declaration as amended, is hereby amended to be as set forth on Exhibit D attached hereto and incorporated herein. This reallocation is made in accordance with Section 515B.2-108 of the Act and the Declaration and shall be effective immediately upon the recording of this Sixth Amendment to Declaration.

IV. REAFFIRMATION

Except as previously amended and as amended herein, the Declaration is hereby confirmed as originally recorded. The Sixth Added Real Estate, the Units created thereon, and all Unit Owners and Occupants are hereby subjected to, made the beneficiaries of, and bound by the provisions of the Declaration and Bylaws of Brockman Pointe Association as previously amended, hereby amended, or hereafter amended.

V. NOTICE

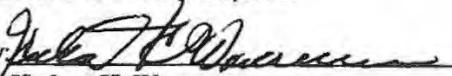
Proofs of service of Declarant's intention to add the Sixth Added Real Estate upon the owners of each Unit, as required by Section 515B.2-111(b)(3) of the Act, are attached hereto as Exhibits E and F inclusive.

VI. REMAINING ADDITIONAL REAL ESTATE AFTER THIS SIXTH AMENDMENT

Upon the recording of this Sixth Amendment to Declaration, there will be no remaining Additional Real Estate which may be added to CIC.

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

WENSMANN HOMES, INC.

By: 
Herbert H. Wensmann
Its: President

APPROVED FOR FILING


Gregory Carlson, Examiner of Titles
Rice County, Minnesota

Date

12-11-03

**EXHIBIT A TO SIXTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF REAL ESTATE**

Lot 7, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT B TO SIXTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF ADDITIONAL REAL ESTATE**

Lots 1, 2, 3, 4, 5, and 6, Block 1, BROCKMAN POINTE, according to the recorded plat thereof, Rice County, Minnesota.

**EXHIBIT C TO SIXTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
LEGAL DESCRIPTION OF SIXTH ADDED REAL ESTATE**

Lot 2, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota.

**EXHIBIT D TO SIXTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
REALLOCATION OF INTERESTS IN THE COMMON ELEMENTS, OF THE
COMMON EXPENSES, AND OF THE VOTES IN THE ASSOCIATION**

<u>Unit Identifier</u>	<u>Fractional Interest in Common Elements</u>	<u>Percentage Responsibility for Common Expenses</u>	<u>Vote In Homeowners Association Matters</u>
111	1/64th	1.66%	1
112	1/64th	1.66%	1
113	1/64th	1.66%	1
114	1/64th	1.66%	1
115	1/64th	1.66%	1
116	1/64th	1.66%	1
211	1/64th	1.66%	1
212	1/64th	1.66%	1
213	1/64th	1.66%	1
214	1/64th	1.66%	1
311	1/64th	1.66%	1
312	1/64th	1.66%	1
313	1/64th	1.66%	1
314	1/64th	1.66%	1
315	1/64th	1.66%	1
316	1/64th	1.66%	1
411	1/64th	1.53%	1
412	1/64th	1.53%	1
413	1/64th	1.53%	1
414	1/64th	1.53%	1
415	1/64th	1.53%	1
416	1/64th	1.53%	1
417	1/64th	1.53%	1
418	1/64th	1.53%	1
419	1/64th	1.53%	1
420	1/64th	1.53%	1
421	1/64th	1.53%	1
422	1/64th	1.53%	1
511	1/64th	1.53%	1
512	1/64th	1.53%	1
513	1/64th	1.53%	1
514	1/64th	1.53%	1
515	1/64th	1.53%	1

516	1/64th	1.53%	1
517	1/64th	1.53%	1
518	1/64th	1.53%	1
519	1/64th	1.53%	1
520	1/64th	1.53%	1
521	1/64th	1.53%	1
522	1/64th	1.53%	1
611	1/64th	1.53%	1
612	1/64th	1.53%	1
613	1/64th	1.53%	1
614	1/64th	1.53%	1
615	1/64th	1.53%	1
616	1/64th	1.53%	1
617	1/64th	1.53%	1
618	1/64th	1.53%	1
619	1/64th	1.53%	1
620	1/64th	1.53%	1
621	1/64th	1.53%	1
622	1/64th	1.53%	1
711	1/64th	1.53%	1
712	1/64th	1.53%	1
713	1/64th	1.53%	1
714	1/64th	1.53%	1
715	1/64th	1.53%	1
716	1/64th	1.53%	1
717	1/64th	1.53%	1
718	1/64th	1.53%	1
719	1/64th	1.53%	1
720	1/64th	1.53%	1
721	1/64th	1.53%	1
722	1/64th	1.53%	1
TOTALS	1.0	100%	64

**EXHIBIT E TO SIXTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
AFFIDAVIT OF SERVICE ON OWNERS**

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

Kelly Murray of the City of Eagan, County of Dakota, in the State of Minnesota, being duly sworn, says that on the 19th day of November, 2003, she served a Notice of Addition of Additional Real Estate to CIC No. 41, BROCKMAN POINTE CONDOMINIUM, with respect to:

Lot 2, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

marked as Exhibit F, upon each of the following named owners of said condominiums:

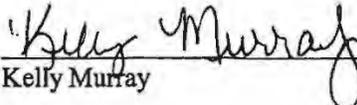
<u>Name</u>	<u>Address</u>
Arnold, Lorraine and Jennifer Hanson	2703 Brockman Court #112 Northfield, MN 55057
Nick Didier & Lynn Stenstrom	2705 Brockman Court #113 Northfield, MN 55057
Rick & Jayne Tischler	2709 Brockman Court #115 Northfield, MN 55057
LouAnn Hyrkas	2711 Brockman Court #116 Northfield, MN 55057
Thomas & Lynda Kelly	2833 Brockman Court #311 Northfield, MN 55057
David Russler	2835 Brockman Court #312 Northfield, MN 55057
Gerda & Angela Johannsen	2837 Brockman Court #313 Northfield, MN 55057

Mary Slattery	2841 Brockman Court #315 Northfield, MN 55057
Mija Vanderwege & Kevin Chapman	2836 Brockman Court #411 Northfield, MN 55057
Wade Pederson & Cassandra Fairbanks	2838 Brockman Court #412 Northfield, MN 55057
Martha Saavedra & Michelle Felix	2840 Brockman Court #413 Northfield, MN 55057
Caron Hanson & Chad Larson	2842 Brockman Court #414 Northfield, MN 55057
Justin Fricke	2844 Brockman Court #415 Northfield, MN 55057
Bryan & Amanda DeMaine	2846 Brockman Court #416 Northfield, MN 55057
Clay Peterson & Kara Leist	2826 Brockman Court #418 Northfield, MN 55057
Tammy Broske	2828 Brockman Court #419 Northfield, MN 55057
Tammy Loesch	2830 Brockman Court #420 Northfield, MN 55057
Thomas & Jennifer Knight	2832 Brockman Court #421 Northfield, MN 55057
Peter Anderson & Carrie Birk	2812 Brockman Court #511 Northfield, MN 55057
Scott Blahnik & Andrea Widstrom	2814 Brockman Court #512 Northfield, MN 55057
Robert Parker	2816 Brockman Court #513 Northfield, MN 55057
Chad & Amber Seeley	2818 Brockman Court #514 Northfield, MN 55057

Deyon Behrens	2820 Brockman Court #515 Northfield, MN 55057
Daniel Frank	2822 Brockman Court #516 Northfield, MN 55057
Brent & Melanie Feldhake	2802 Brockman Court #518 Northfield, MN 55057
Shawn & Alicia Barnett	2804 Brockman Court #519 Northfield, MN 55057
Eric Gleason	2806 Brockman Court #520 Northfield, MN 55057
Gerard Tuma	Personal Representative of the Estate of Abel Tuma, deceased 1167 Woodland Lane Lakeville, MN 55044
Jason Lahr & Terri Steen	2736 Brockman Court #611 Northfield, MN 55057
Michael Honstad & Kelly Kluender	2738 Brockman Court #612 Northfield, MN 55057
Sean & LeWayne Gustafson	2740 Brockman Court #613 Northfield, MN 55057
Robert Eney	2742 Brockman Court #614 Northfield, MN 55057
Kara Zimmerman	2744 Brockman Court #615 Northfield, MN 55057
Bart Wiese	2746 Brockman Court #616 Northfield, MN 55057
Louis, Eileen and Jeff Anderson	2724 Brockman Court #617 Northfield, MN 55057
Derrick Bunde Sonya Revolinski	2726 Brockman Court #618 Northfield, MN 55057

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Mark Nistler	2732 Brockman Court #621 Northfield, MN 55057
Christopher and Joanne Rietveld	2734 Brockman Court #622 Northfield, MN 55057
Brett Gustafson Sara Luce	2712 Brockman Court #711 Northfield, MN 55057
Sandra Robinson	2714 Brockman Court #712 Northfield, MN 55057
Erik and Brooke Anderson	2716 Brockman Court #713 Northfield, MN 55057
Marilyn Wing	2718 Brockman Court #714 Northfield, MN 55057
Melody Werner	2720 Brockman Court #715 Northfield, MN 55057
Leo and Rosemary Ruggle	2722 Brockman Court #716 Northfield, MN 55057
James and Cynthia Payne	2700 Brockman Court #717 Northfield, MN 55057
Suzanne Wolfgang	2702 Brockman Court #718 Northfield, MN 55057
Timothy and Tracie Solum	2704 Brockman Court #719 Northfield, MN 55057
Michelle Forcier	2706 Brockman Court #720 Northfield, MN 55057

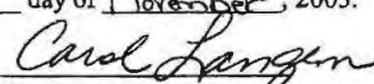
by mailing to each of the above-named individuals a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the post office at Eagan, Minnesota, directed to said individuals at said address.



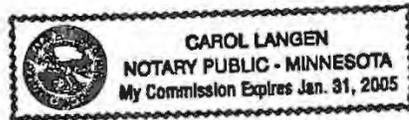
Kelly Murray

Subscribed and sworn to before me

this 19th day of November, 2003.



Notary Public



**EXHIBIT F TO SIXTH AMENDMENT TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 41
A CONDOMINIUM
BROCKMAN POINTE CONDOMINIUM
NOTICE OF ADDITION OF ADDITIONAL REAL ESTATE TO
BROCKMAN POINTE CONDOMINIUM**

TO: Unit Owner Entitled to Legal Notice

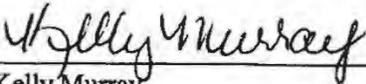
YOU ARE HEREBY NOTIFIED that Wensmann Homes, Inc., the Declarant under the Declaration creating BROCKMAN POINTE CONDOMINIUM, Rice County CIC No. 41, intends to add additional real estate to the CIC, legally described as:

Lot 2, Block 1, BROCKMAN POINTE, according to the recorded plat thereof,
Rice County, Minnesota

in accordance with the terms and conditions of the Declaration and in accordance with Section 515B.2-111 of the Minnesota Common Interest Ownership Act.

The addition of additional real estate will be accomplished by recording a document entitled Sixth Amendment to Declaration. Upon request of any unit owner, the Declarant will provide a copy of the Sixth Amendment to Declaration at no cost to the unit owner.

WENSMANN HOMES, INC.

By: 
Kelly Murray
Its: Assistant Vice President

34993