

EXHIBIT C

To Restatement of Declaration

February 13, 1996

BYLAWS OF

1666 Coffman Condominium Association

A non-profit corporation under the laws of the State of Minnesota

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EXHIBIT C
TO RESTATEMENT OF DECLARATION
CONDOMINIUM NUMBER 264
BYLAWS OF
1666 COFFMAN CONDOMINIUM ASSOCIATION

A non-profit corporation under the laws of the State of Minnesota

ARTICLE I - Identity

These are the Bylaws of 1666 COFFMAN CONDOMINIUM ASSOCIATION, a Minnesota non-profit corporation, hereinafter referred to as the "Association," the Articles of Incorporation of which were filed in the office of the Minnesota Secretary of State on August 21, 1986, are subject to the Restatement of Declaration of Condominium No. 264, 1666 COFFMAN, A CONDOMINIUM, hereinafter the "Declaration." The Association has been organized for the purpose of administering 1666 COFFMAN, A CONDOMINIUM, Condominium Number 264, a condominium organized under the Minnesota Uniform Condominium Act, Minnesota Statutes, Chapter 515A, hereinafter the "Act."

The condominium is located on a parcel of real estate, in the City of Falcon Heights, County of Ramsey and Stat of Minnesota, legally described on Exhibit A attached to the Declaration. Terms specifically defined in the Declaration shall have the same meaning in these Bylaws.

ARTICLE II – Qualifications and Responsibilities of Members

The qualifications and responsibility of members and manner of their admission into the Association shall be as follows:

1. Unit Owner. Every Unit Owner in the Condominium shall be virtue of such interest be a member of the Association.
2. More Than One Unit Owner. When more than one person is a Unit Owner, all the persons shall be members of the Association.
3. Registration. It shall be the duty of each Unit Owner to register his/her name, address and phone number plus the nature of the Unit Owner's interest with the Secretary of the Association. If a Unit Owner does not register the Owner's interest, the Association shall be under no duty or obligation to recognize such Unit Owner's membership.
4. Prohibition of Assignment of Member's Share in Funds of Association. The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, alienated or transferred in any manner, except as an appurtenance to the Member's unit in the Condominium.

ARTICLE III – Members' Meeting and Voting

1. Annual Meeting. Annual meetings of the members shall be held on the third Tuesday in February each year, if not a legal holiday. If it is a legal holiday, then on the next secular day following, as such time and place as is specified by the President or Secretary in the notice of such meeting.
2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors and must be called by the President upon receipt of a written request for a meeting signed by members with at least twenty-five percent (25%) of the voting power of the Association.
3. Notices. Notices of all meetings of the members, stating the time; place, and complete agenda thereof, shall be given by the President or Secretary. Such notice shall be in writing to each member at the member's address as it appears on the books of the Association and shall be mailed or hand delivered not less than twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting. Proof of such mailing or hand delivery shall be given by the affidavit of the person giving the notice.
4. Attendance of Holder of Security for an Obligation. Upon written request to the Association, the holder of Security for an Obligations of any Unit and their successors in interests or assigns, shall receive written notice of all meetings of the Association, including all meetings which require consent of a specific number of eligible mortgage holders, and shall be permitted to designate a representative to attend all such meetings but shall have no vote unless granted by written proxy or unless otherwise provided under the Act, the Declaration or these Bylaws.
5. Quorum. A quorum at meetings of the members shall consist of thirty three percent (33%) of the voting power of the members present in person or by proxy, computed in accordance with Section 6 of this Article III. In determining a quorum at any meeting on a question which has been submitted to a vote by absentee ballot, memberships represented by an absentee vote on the issue submitted shall be counted.
6. Voting Power. Voting power shall be allocated in accordance with each Unit's percentage ownership as set out on Exhibit B to the Declaration provided, however, that in the event the Association owns a Unit, it shall not be entitled to the vote allocated to such unit during the period when it is the owner thereof.
7. Certificate as to Unit Owner Entitled to Vote. When there is more than one residential Unit Owner, the vote for such residential Unit shall be cast by the person named in a certificated signed by all owners of that residential Unit and filed with Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. In the event of a dispute amongst multiple owners of an individual residential Unit, the vote of the majority shall determine who shall be the person to cast the Unit's vote. In the Event there are only two owners or the vote is equally divided, the vote shall be cast by the person having the interest enumerated in the following order, life tenant, contract vendee, fee owner. In the event the dispute is not otherwise resolved by this paragraph, the Board of Directors shall designate the Unit Owner entitled to vote. The vote allocated to a Unit may not be split or otherwise cast separately by the separate Unit Owners.
8. Manner of Casting Votes. Votes may be cast in person, by proxy or by absentee ballot. Proxies must be filed with Secretary of the Association before the appointed time of the meeting and shall remain effective until revoked in writing. To be valid, a proxy must be given

to another member of the Association, or to a holder of Security for an Obligation of the Unit owned by the member who is giving the proxy. A member may also give a proxy to the member's conservator guardian, attorney-in-fact or other such person in charge of the member's business affairs. Absentee ballots must be received by the Association, either by mail or by deposit with the Secretary of the Association, before the appointed time of the meeting.

9. Action by Members without Meeting. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if consent in writing, setting forth the action so taken shall be signed by all of the members entitled to vote with respect to the subject matter thereof. "All of the members entitled to vote" shall be all of the Unit Owners whose names have been certified to the Secretary of the Association as being entitled to cast a vote pursuant to Section 7 of this Article III.
10. Adjournment When Quorum Lacking. If any meeting cannot be organized because of a lack of quorum, the meeting shall be adjourned from time to time until a quorum is present.
11. Manner of Acting. When a quorum is present at any meeting, any question brought before the meeting shall be decided by a majority vote.
12. Statement of Members Entitled to Vote. At the beginning of each meeting, the Secretary shall render and certify a statement showing a list of all of the members entitled to vote at such meeting, the percentage voting power of each, and the name of the person entitled to cast each such member's vote by virtue of a certificate or proxy then in effect.
13. Prohibition of Cumulative Voting. There shall be no cumulative voting.
14. Order of Business at Annual and Other Meetings. The Order of Business at the annual meetings of the members and so far as is applicable and practical at all other meetings of the members shall be:
 - A. Certification of all members entitled to vote, the percentage voting power of each, Proxies, and the name of the person entitled to cast each member's vote;
 - B. Calling of the roll and determination of a quorum;
 - C. Proof of notice of meeting or waiver of notice;
 - D. Reading and disposal of any unapproved minutes from previous meetings;
 - E. Reports of officers;
 - F. Report of Committees;
 - G. Election of judges of election
 - H. Election of Directors;
 - I. Unfinished business;
 - J. New business; and
 - K. Adjournment

ARTICLE IV – DIRECTORS

1. Number and Qualifications of Directors. The Board of Directors shall be elected by the voting power of the Association, and shall consist of seven (7) natural persons. The Directors shall be a Unit Owner, an officer or designated agent of a corporate Unit Owner, or a partner or designated agent of a participating Unit Owner.
2. Term; Election of Directors. The term of each Director elected at each members' meeting shall extend to the annual meeting which occurs two (2) years after the meeting at which the

Director was elected and until the Director's successor has been duly elected and qualified. At each annual meeting of the members, available directorships shall be filled by a plurality of votes cast at such meeting.

3. Removal. Any Director may be removed by a vote of seventy-five percent (75%) of the total voting power of the Association at a regular meeting or at a special meeting called for such purpose following not less than five (5) day notice that the removal will be proposed at that meeting.
4. Vacancy. Any vacancy in a Directorship shall be filled by the vote of the majority of the remaining Directors, whether or not they constitute a quorum. Each person so elected shall be a Director until a successor is elected by the Members at the next Annual Meeting to serve out the expired portion of the term of the vacant Directorship if there is one.
5. Organization Meeting of Newly-Elected Board of Directors. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by such Directors at the annual meeting at which they were elected, and no further notice of such organization meeting shall be necessary providing a quorum shall be present.
6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time by a majority of Directors. Notice of regular meetings shall be given to each Director, personally, by mail, telephone or telegraph, at least five (5) days prior to the day designated for such meeting unless such notice is waived. The Board may by resolution establish the date, time, and place of Regular Meetings on an annual basis. In the event, no additional notice of such Regular Meetings on an annual basis. In that event, no additional notice of such Regular Meetings need to be given.
7. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two (2) Directors. Not less than (5) days' notice of such special meeting shall be given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of such meeting.
8. Waiver of Notice. Any Director may waive notice of a meeting, either regular or special before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.
9. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.
10. Adjournment When Quorum Lacking. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.
11. Manner of Acting. Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the vote of a greater number is required by these Bylaws.
12. Board Action without Meeting. An action required by law to be taken at a meeting of the Board of Directors, or any action which may be taken may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting for the action so taken, is signed by all the Directors.

13. Presiding Officer. The presiding officer at meetings of the Board of Directors shall be the President, and in the absence of the President, the Directors present shall designate one of their members to preside.
14. Compensation of Directors Prohibited. Directors shall receive no compensation for their services, but Directors shall be entitled to receive reimbursement for their out-of-pocket expenses incurred in performing duties on behalf of the Association.
15. Powers and Duties of Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and those powers and duties designated for the Association by the Act and the Declaration establishing the condominium. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration and shall include, but shall not be limited to the following:
 - A. Adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, these Bylaws, and the Declaration as follows:
 - a. Regulating the use of the common elements;
 - b. Regulating the use of the units, and conduct of unit occupants, which may jeopardize the health, safety or welfare of other occupants, which involves noise or other disturbing activity, or which may damage the common elements of other units;
 - c. Regulating or prohibiting animals;
 - d. Regulating changes in the appearance of the common elements and conduct which may damage the Condominium;
 - e. Regulating the exterior appearance of the Condominium, including for example; balconies and patios, window treatments, and signs or other displays, regardless of whether inside a unit;
 - f. Implementing the Articles of Incorporation, Declaration and Bylaws, and exercising the powers granted by law; and
 - g. Otherwise facilitating the operation of the Condominium.
 - B. Elect annually the officers of the Association.
 - C. Prepare and mail to the members on or before December 1st of each year, a proposed budget for the fiscal year beginning the next following January 1st. The proposed budget should show anticipated income and operating expenses, including reasonable reserves.
 - D. Prepare and mail to the members at least thirty (30) days prior to each annual meeting the following documents:
 - a. A statement of any capital expenditures in excess of \$5,000.00 or two percent (2%) of the current budget, whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years.
 - b. A statement of the status and amount of the Reserve or Replacement Fund and any portion of the fund designated for any specified project by the Board.
 - c. A statement of the financial condition of the Association for the last fiscal year.
 - d. A statement of the status of any pending suits or judgments in which the Association has been or is a party.
 - e. A statement of the insurance coverage provided by the Association.
 - f. A statement of any unpaid assessments due and payable to the Association, identifying the Unit number and the amount of the unpaid assessment.
 - g. A statement of the business transacted during the preceding year and a report as to the general financial condition of the Association.

- E. Determine, establish and collect assessments against members to pay or provide for the Common Expenses of the Condominium.
- F. Use the proceeds of assessments in the exercise of its powers and duties.
- G. Restore improvements after damage except as provided for in the Declaration.
- H. Provide for reasonable procedures governing the conduct of the Association members' meetings and election of Directors.
- I. Enforce by legal means the provisions of the Declaration, the Articles of Incorporation, these Bylaws, the Act, and the rules and regulations from time to time established by the Board of Directors.
- J. Carry insurance for the protection of the Unit Owners and the Association against casualty and liability as provided in the Declaration.
- K. Contract for management of the Condominium and to delegate to such manager all powers and duties of the Association except such as are specifically required by the Declaration, these Bylaws, and the Act to have approval of the Board of Directors or the membership of the Association. However, no such contract shall be entered into for a period exceeding one (1) year.
- L. Employ personnel for reasonable compensation to perform the services required for proper administration of the purposed of the Association and for proper care and maintenance of the Common Elements provided, however, that no such employment contract shall be entered into for a period exceeding (2) years.
- M. Pay all Common Expenses of the Condominium.
- N. Contract for services for the Condominium the Board deems necessary and desirable.
- O. Institute, defend, or intervene in litigation or administrative proceedings on matters affecting the Condominium.
- P. Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for common expenses from Unit owners.
- Q. Regulate the maintenance, improvement, repair, replacement and modification of the common elements and the Units.
- R. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property owned by the Association.
- S. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, these bylaws, or rules and regulations of the Association.
- T. Impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements, and for services provided to Unit Owners.
- U. Maintain Directors' and Officers' liability insurance.
- V. Perform such other acts as may be delegated to the Board of Directors by the Declaration, these Bylaws, or the Act, and as may be incidental to or necessary in the performance of the foregoing.
- W. Exercise any other powers conferred by law, or by the Declaration, Articles of Incorporation or these Bylaws.
- X. Exercise any other powers necessary and proper for the governance and operation of the Association.

ARTICLE V - Officers

1. Designation of Officers. The officers of this Association shall be a President, a Secretary and a Treasurer. Each of these officers shall be a member of the Board of Directors. The Secretary and Treasurer may be the same person.
2. Election of Officers. Each officer of the Association shall be elected annually by the Board at the organizational meeting of the Board as provided in the previous Article hereof.
3. Term. Each officer shall serve until the next organizational meeting and until such officer's successor has been elected and has qualified.
4. Removal. Any officer may be removed at any time with or without cause by a majority vote of the Directors at any meeting of the Board. At any meeting of members, where notice has been given of said proposal, any officer may be removed, with or without cause, by vote of seventy-five percent (75%) of the total voting power of the Association.
5. Vacancy. Any vacancy in an office of the Association shall be filled by the Board of Directors, and an officer elected to fill a vacancy shall serve for the unexpired term of such officer's predecessor and until a successor has been elected and has qualified.
6. Powers and Duties of Officers.
 - A. President. The President shall be the chief executive officer of the Association, and shall have all the powers and duties which are usually vested in the office of the President of a corporation. These powers include, but not limited to, the duty to preside at all meetings of the Board of Directors and of the members, and the general supervision over other officers in the management of the business and affairs of the Association. The President shall see that all actions and resolutions of the Board of Directors are carried into effect, shall execute all contracts, agreements and obligations of the Association except as such authority may otherwise be delegated by action of the Board of Directors.
 - B. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and all other notices required by law. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall preform all other activities incident to the office of a secretary of a corporation and as may be required by the Board or the President.
 - C. Treasurer. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices and principles. The Treasurer shall submit records above together with all vouchers, receipts, records and other papers to the Directors for their examination and approval as often as they may require. The Treasurer shall deposit all monies and other valuable effects in the name of or to the credit of the Association as ordered by the Board of Directors and shall perform all other duties incident to the office of a treasurer of a corporation. If a managing agent or manager be employed, the Board of Directors may designate some or all of the foregoing functions of the Treasurer to be entrusted to such managing agent or manager subject to bonding and subject to overseeing control by the Treasurer.

7. Execution of Agreements, etc. All agreements, contracts, deeds, mortgages, or other instruments shall be executed by any two (2) officers as may be designated from time to time by the Board of Directors.
8. Compensation of Officers Prohibited. No officer of the corporation shall receive compensation for services in such capacity but officers shall be entitled to receive reimbursement for their out-of-pocket expenses incurred in performing duties on behalf of the Association.
9. Additional Officers. The Board of Directors may from time to time elect such other officers and designate their powers and duties as it, in its discretion, shall find to be required to manage the affairs of the Association. Such additional officers need not be Directors but must be members of the Association.

ARTICLE VI – Directors’ and Officers’ Indemnity

To the extent provided by law, each Director and officer of the Association shall be indemnified and held harmless by the Association from all costs and expenses, including reasonable attorney’s fees, with may be imposed upon or reasonably incurred by the Director or officer in connection with or arising out of the defense or settlement of any claims, action, suit or proceeding brought against the Director or officer by reason of such person being or having been a Director or officer of the Association whether or not such person is a Director or officer at the time of incurring such expenses, and each Director or officer shall be indemnified and held harmless by the Association against any judgment that may be rendered against the Director or officer in any such action. However, no Director or officer shall be indemnified by the Association with respect to matters as to which the Director or officer is finally adjudged in any action, suit or proceeding to have breached the Director’s or officer’s duty of loyalty to the Association or its members, to have engaged in act or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, involve any transaction from which the Director or officer derived an improper personal benefit or which constituted willful or fraudulent conduct detrimental to the best interest of the Association. In each instance, the Director or officer shall cooperate with the Association with regard to such Director’s or officer’s defense and the settlement of any claims against rights to which ay Director or officer may be entitled as a matter of law, and shall inure to the benefit of the Director’s or officer’s trustees, guardians, conservators, heirs, beneficiaries and personal representatives.

ARTICLE VII – Fiscal Management

1. Acquired Funds and Titles to Properties. All funds and the titles to all properties acquired by the Association, and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same disposing of the same, shall be held for the benefit of the members for the purposes stated in the Declaration and herein.
2. Depository. The depository of the Association shall be such bank or banks as from time to time shall be designated by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check. The Board of Directors of the Association shall annually designate those persons who are authorized to sign checks and also the number of signatures required in signing checks.
3. Records of Association. The books, accounts and records of the Association shall be open to inspection by any member of the Association and any holder of Security for an Obligation at any reasonable times.

4. Fidelity Bonds. Fidelity bonds naming the Association as an obligee shall be required for all officers, directors, employees and agents of the Association and for handling Association funds. The amount of such bonds shall be equal to an amount not less than three months aggregate assessments plus reserve funds, or such higher amounts as the Board of Directors may require. The premiums for such bonds shall be paid by the Association or insurance trustee and to the servicer of any FNMA-owned mortgage that encumbers a Unit in the Condominium before the bond can be cancelled or substantially modified.
5. Payment Vouchers. Payment vouchers shall be approved by the Board of Directors unless such authority to approve the same has been delegated to an officer(s) or manager by the Board of Directors.
6. Fiscal Year. The fiscal year of the corporation shall be the calendar year.

ARTICLE VIII – Assessments

1. Obligation of Unit Owners for Common Expense Assessments and Dining Assessment. Each Unit Owner shall be personally liable for the Common Expenses and Dining Assessment allocated and assessed to the Owner's Unit.
2. Assessment Approval. The Board of Directors of the Association shall establish and levy assessments by a majority vote, provided however, except for emergency repairs, and assessment for alterations or additions to the Common Elements involving the expenditure of more than Fifteen Thousand and 00/100 Dollars (\$15,000.00) or seven percent (7%) of the current budget, whichever is greater shall require the approval of a majority of the voting power of the Association voting in person, by proxy or by absentee ballot at a regular or special meeting duly called for that purpose.
3. Default in Payment of Common Expenses. Assessments and installments of assessments paid or on before five (5) days after the date when due shall not bear interest. In the event any Unit Owner does not pay an assessment or installment of assessment on or before five (5) days after the date when due, such Unit Owner shall be obligated to pay interest on such assessment at the rate established from time to time by the Board of Directors, but in no event greater than the rate of interest permitted by law, from the date when due, together with all expenses including reasonable attorney's fees incurred by the Board of Directors in any proceeding brought to collect any such unpaid assessment. In the event of a default or more than thirty (30) days in payment of any assessment or installment of assessment, the Assessment board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice. The Board of Directors shall have the right and the duty to attempt to recover such assessments for Common Expenses, together with interest thereon as above stated and the expenses for the proceeding including reasonable attorney fees, in an action to recover the same brought against such Unit Owner or by foreclosure of the lien. Notice of a default of more than thirty (30) days in payment of any assessment or installment of assessment for any Common Expenses by an Unit Owner shall be given in writing to the first mortgagee of the Unit, if any, by the Secretary of the Association. Any late payment of Common Expenses shall be applied first to interest, second to any late charge, third to overdue installment, and fourth to current installments.
4. Late Charge. If an assessment is not paid when due, the Unit Owner shall be obligated to pay, in addition to the interest under Section 3 of this Article VIII, a late assessment charge of

\$50.00. Thereafter, additional \$50.00 monthly charges shall be imposed as of the first day of each month until the entire amount due is paid.

The purpose of this charge is to compensate the Association for the costs and inconvenience of collecting late assessments, borrowing to cover Common Expenses and any other costs due to late payment. The Board of Directors of the Association shall collect these fees on all late payments. The Board may modify the charges set forth in this section from time to time in the same fashion as the adoption of other rules and regulations.

ARTICLE IX-Compliance and Default

1. Compliance. Each member shall be governed by and shall comply with the terms, conditions, obligations and provisions of the Declaration, these Bylaws, the rules and regulations adopted by the Board of Directors, and the provisions of the Act, as the same may be amended from time to time.
2. Default and Remedies. A default in or failure to comply with any of the terms, conditions, obligations and provisions of the Declaration, these Bylaws, rules and regulations adopted by the Board of Directors, and the Act, as the same may be amended from time to time, by any member, occupant, or invitee, licensee or guest shall be grounds for relief which may include, without intending to limit the same or to constitute an election of remedies, an action to recover sums due for damages, an injunction, foreclosure of lien, or any combination thereof, and which relief may be sought by the Association, or if appropriate, by an one or more aggrieved members, or both. If any member fails to perform any obligation under the Declaration, these Bylaws, the rules and regulations as are adopted by the Board of Directors and the act, as the same may be amended from time to time, then the Association may but is not obligated to perform the same for the member's account and for such purpose may enter upon the premises of that member's Unit, may make necessary repairs, advance expenditures or other sums necessary to cure the default, and for expense shall levy a special assessment against the Unit.
3. Notice of Default and Failure to Cure. In the event of any such default, the Board of Directors of the Association shall promptly serve upon or mail to the defaulting member and any holder of Security for an Obligation of that member's Unit, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. If such default is not cured within the time limit specified in the notice of default, the Board of Directors shall promptly (but in no event later than sixty (60) days after the cure was to have been effected) serve upon or mail to any holder of any Security for an Obligation of the Unit in default a written notice of such member's failure to effect a cure.
4. Remedy of Abatement in Addition to Other Remedies. In the event a member fails to effect the cure specified by the Board of Directors in the notice of default, within the time specified in such notice, where the default is a structure, thing or condition existing in or on the premises of the member's Unit, the Board of Directors, or its duly authorized representative, shall have the right to enter upon the premises of the member's Unit in which, on which as to which such default exists and summarily to abate and remove, at the defaulting member's expense, the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees and representatives, shall not thereby be deemed guilty in any manner of trespass, provided, however, that judicial

proceedings must be instituted before any items of construction can be altered or demolished.

5. Monetary Liability of Defaulting Member. Each member shall be liable for the expense of any maintenance, repair or replacement necessitated by such Member's act, omission, neglect or carelessness or by that of a member's family, guest, employee, agent, lessee, invitee or licensee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.
6. Recovery of Attorney's Fees and Costs. In any proceeding arising because of an alleged default by a member, the Association shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be allowed by the court.
7. Non-Waiver of Covenants. The failure of the Association or of any member thereof to enforce any term, provision, right, covenants or condition which may be granted by the Declaration, these Bylaws, the rules and regulations established by the Board of Directors and the Minnesota Uniform Condominium Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant or condition in the future irrespective of the number of violations or breaches thereof which may have occurred.

ARTICLE X – Amendment

1. Notice. Written notice of the regular, special or annual meeting at which a proposed amendment or amendments to these Bylaws shall be considered, shall contain a statement of the substance of such amendments(s) and shall be given at least twenty-one (21) days prior to such meeting in the event that amendments are proposed for adoption by written consent, the entire text of the amendment shall be printed and sent with consent form.
2. Manner of Adoption. An amendment to these Bylaws shall be adopted upon its receiving an affirmative vote of sixty-seven percent (67%) of the total voting power of the Association. Amendments of a material nature must also have the consent of sixty-seven percent (67%) of the holders of first mortgages who have requested that the Association notify them of any proposed action which requires a specified percentage of eligible mortgage holders. Notwithstanding anything herein to the contrary, any amendment affecting the matters described in Article IX, Section 4, Article XI, Section or Article XII, Section 6 or the Declaration must be adopted in the manner provided in those Sections and have the prior written consent required thereby.
3. Recordation of Amendment. Any amendment to these Bylaws shall be made in recordable form and shall have attached thereto a certificate signed by the Secretary of the Association certifying that the amendment was duly adopted in the aforesaid manner. Said amendment shall be effective when such certificate and a copy of such amendment are duly recorded in the office of the Ramsey County Registrar of Titles.

Article XI – General Provisions

1. Rules and Regulations. The Board of Directors of the Association may promulgate such rules and regulations as it deems reasonable and necessary from time to time governing the administration, management, operation and use of the Common Elements so as to promote the common use and enjoyment thereof by members, their guests and invitees, and for the protection and preservation thereof, and may in addition adopt such reasonable rules and regulations as it may deem necessary with respect to Units to provide for the common good and enjoyment of all members of the Association. Copies of all such rules and regulations and any amendments thereto shall be posted or otherwise made available to members at the office of the Association.
2. Parliamentary Authority. Robert’s Rules of Order, Newly Revised, shall govern the conduct of the Association proceedings when not in conflict with the Declaration, these Bylaws or any statutes of the State of Minnesota applicable thereto. The President shall have the authority to appoint a parliamentarian if deemed necessary.
3. Compliance with Minnesota Uniform Condominium Act; Severability. These Bylaws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs or clauses of these Bylaws conflict with any of the provisions of the Act, the provisions of the Act shall control. If any such term, provision, limitation, paragraph or clause of these Bylaws is judicially held to be invalid, such determination shall not affect the enforceability, validity or effect of the remainder of these Bylaws.
4. Corporate Seal. The Association shall have no corporate seal.
5. Prohibition of Certain Acts or Omission by Association. The Association shall not, by act or omission, partition, subdivide, encumber, sell or transfer any of the Common Elements thereof except as may be specifically authorized in the Declaration; provided, however, that its granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a “transfer” within the meaning of this provision.
6. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control. In the case of any conflict between any of the aforesaid documents and the Act, the Act shall control.
7. Interpretation of Bylaws. Whenever appropriate, the singular number may read as the plural. Compound words beginning with the prefix “here” shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

CERTIFICATION

The above By-Laws were adopted as of the 13th day of February, 1996 as the By-Laws of 1666 Coffman Condominium Association, a non-profit corporation under the laws of the State of Minnesota, by action of the Board of Directors thereof previously taken at Ramsey County, Minnesota to be effective as of said date.

By: Jean Andrews, Secretary

ATTEST: J. Vernon Jensen, President

(Original Signatures on File in Office (Certified Acknowledgement on File in Office))