

**OAK VALLEY ADDITION
DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, Williams Development, Inc., a Minnesota corporation, is the fee owner of the land lying and being in the area known as "Jonathan" in the County of Carver and State of Minnesota, described on Exhibit A attached hereto (hereinafter the "Property").

WHEREAS, The Jonathan Association is a non-profit homeowner association within Jonathan; and

WHEREAS, Williams Development, Inc. and The Jonathan Association, desire to impose certain development standards, covenants, conditions and restrictions on the Property; and

WHEREAS, certain lots described on Exhibit B have been conveyed by Williams Development, Inc. to M. W. Johnson Construction, Inc., which has consented to the imposition of the Declaration upon the Property; and

WHEREAS, the Property is encumbered by a mortgage to M&I Bank dated _____, filed _____ in the office of the Carver County Registrar of Titles as Document No. _____;

NOW, THEREFORE, Williams Development, Inc. and The Jonathan Association do hereby declare that the Property shall be held, sold and conveyed subject to the following easements, development standards, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or

Section 1.06. "Lot" shall mean and refer to any plot of land, including a unit within a Common Interest Community, upon which a Dwelling is located or intended to be located as shown upon any recorded subdivision map of the Property or CIC plat (Common Interest Community plat).

Section 1.07. "Declaration" shall mean and refer to this Declaration and other declarations that at any time or from time to time may effect all or any part of the Property as the same may be amended from time to time as therein and herein provided.

Section 1.08. "Members" shall mean and refer to the Owners herein and those persons entitled to membership in the Association as provided in the Declarations.

Section 1.09. "Standards" or "Criteria for Standards" is defined to include the following goals, limitations, guidelines and criteria:

- (a) to protect the Owners against improper use of surrounding property as will depreciate the value of their property;
- (b) to guard against the erection of structures built of improper or unsuitable materials;
- (c) to insure adequate and reasonable development of the Property;
- (d) to encourage the erection of attractive buildings appropriately located to foster a harmonious appearance and function;
- (e) to ensure compatibility with existing structures;
- (f) to ensure appropriateness of any structure, exterior design, construction materials, size of improvement, or color scheme thereof;
- (g) set backs and off-street parking as specified in this Declaration;
- (h) all terms and use restrictions contained herein; and
- (i) Minimum Building Standards set forth in Section 4.03 of this Declaration.

Said regulations shall govern if inconsistent herewith to the extent actually inconsistent. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said regulations.

Section 2.06. Signage. No sign shall be placed on the Property, except political campaign signs, or one normal rental or "for sale" sign.

Section 2.07. Animals. No birds, animals or insects shall be kept on the Property except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 2.08. Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on the Property at any time as a residence, either temporarily or permanently.

Section 2.09. Exterior Antenna. Unless required to be permitted by regulations promulgated by the Federal Communication Commission, no exterior tower or exterior antenna of any kind shall be constructed, maintained, or permitted to remain on the Property. Exterior satellite dishes shall be allowed if in compliance with the Association satellite policy in place at the time the satellite dish is installed. The Association may modify its exterior tower/external antenna/satellite dish policy by a two-thirds vote of the Board of Directors.

Section 2.10. Objectionable Trees. No objectionable trees or shrubbery, such as cottonwood and box elder trees, shall be planted or permitted to remain on the Property.

surfboards, windsurfers, jet skis, go carts, campers, trailer homes, and any trailers upon which the above are stored or transported.

(c) "All Season" vehicles are defined as vans.

In addition, no abandoned vehicles shall be parked on any Lot or appurtenant street for a period longer than three (3) consecutive days. For purpose of this restriction, an automobile, van, motorcycle or other motor vehicle which is parked in the same location without use for more than seventy-two (72) consecutive hours shall be presumed to be an abandoned vehicle. No vehicles twenty (20) feet or more in length shall be parked on any lot or appurtenant street at any time.

Section 2.15. Home Industry. No profession or home industry shall be conducted in or on any Lot without the specific written approval of the Association, which, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Association to be compatible with a high quality residential neighborhood.

ARTICLE III.

REQUIRED YARDS AND LOT MAINTENANCE

Section 3.01. Outside Storage. Outside storage of any items shall not be allowed unless screened from view by enclosures so as to effectively screen such storage from view. The design of such screened enclosure must have prior written approval by the Association.

The installation of any fences, animal enclosures or storage structures requires the prior written approval of the Association's Architecture Review Committee. In addition, the Declarant shall submit the proposed paint colors/exterior material colors to the Association's Architectural Review Committee for written approval from the Association's Architectural Review Committee prior to the exterior siding being installed or painted. All future changes in exterior paint color/exterior siding color must also receive prior Association approval.

Once the initial Certificate of Occupancy is issued by the City of Chaska, Minnesota for the initial Dwelling, no future building or improvements shall be commenced, erected, placed or substantially altered on the exterior nor any substantial landscape work done on any Lot until the building or other alteration plans, specifications, including elevations and architect's rendering, a plat showing the location of the approval on the particular Lot, including general landscape plans; are submitted to and approved in writing by the Association as to fulfilling the purposes and Criteria for Standards herein contained. Provided, however, that the Association shall not be liable to anyone in damages who has submitted plans for approval or to any landowner by reason of mistake in judgment, negligence, or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plans. Likewise anyone so submitting plans to the Association, for approval, by submitting such plans, and any person when he becomes an Owner agrees that he or it will not bring any action or suit to recover for any such damages against the Association. The Association shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure

Section 4.04. Prohibition of Manufactured Homes. "Manufactured homes" as defined in Minnesota Statutes 327.31 are prohibited on the Property.

ARTICLE V.

MEMBERSHIP AND VARIOUS RIGHTS IN THE ASSOCIATION

Section 5.01. Each Owner shall be a member of the Association and shall be entitled to one vote for each Lot owned, and Owners of multiple Dwellings (property with more than one Dwelling thereon) shall be entitled to one vote for each rental unit. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot. Said Association shall also have as members other landowners, in the Jonathan Development. For the purpose hereof, an owner of a single townhouse unit or condominium unit shall be considered to be a single family residential Lot Owner. Provided, however, that on any vote taken on Association business the total votes by Owners of Multiple Dwellings shall not exceed forty-nine percent (49%) of the total votes voted and if necessary each Multiple Dwelling vote shall be appropriately weighted so that the total thereof does not exceed this maximum. On all votes taken in the Association, Multiple Dwelling votes shall be taken and counted separately to effectuate the forty-nine percent (49%) policy set forth above.

Section 5.02. If any of the Property is used as rental property, the Owner must include language in any lease or rental agreement requiring the tenants and occupants to be bound by this Declaration.

purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless assented to by two-thirds (2/3) of the members who are voting in person or by proxy at a meeting or meetings duly called for this purpose. Notice of such meeting or meetings shall be given and the required quorum shall be determined in the same manner as provided in Section 8.05. The rights of the Association contained in this paragraph (c) shall be in addition to and shall in no way limit the rights granted to the Association in this Article VII.

- (d) The Association shall have the right to lease portions of the Common Properties to commercial recreational developers for the purpose of providing recreational facilities or services or both to members provided that the net income from any said lease shall be applied to developing and maintaining the Common Properties in the Jonathan Development.

ARTICLE VIII.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner, for each Lot owned within the Properties, hereby covenants, whether or not it shall be expressed in his or her deed, or contract for deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding anything contained

improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8.05. Notice and Quorum for any Action Authorized under Sections 8.03 and 8.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 8.03 or 8.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and rental units and may be collected on a monthly, quarterly, semi-annually or on an annual basis as shall be determined by the Board of Directors of the Association.

Section 8.07. Date of Commencement of Annual Assessments; Due Dates. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

ARTICLE IX.

ENFORCEMENT

Section 9.01. The Standards set forth herein shall be enforceable by the Association, or any Owner, their successors and assigns, for the maximum period allowed by law and shall be enforceable by the Association, or any Owner, their successors and assigns, by (i) injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of these standards, or by (ii) a money judgment for damages by reason of a breach of those standards, (iii) both (i) and (ii), or (iv) foreclosure of any lien authorized herein.

The assessments provided for herein shall be enforceable by the Association by a money judgment against the Owner or Owners responsible therefor or by foreclosure of the lien. A lien for assessments may be foreclosed against a Lot under the laws of this state as if it were a lien under a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot so acquired. The Owner, by the acceptance of any conveyance of any interest in the Lot grants to the Association full authority, including without limitation a power of sale, to accomplish such foreclosure, acquisition and sale, together with the power and right to exercise any other remedy available under the laws of this state governing such foreclosures. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against an Owner who fails to pay any assessment or charge against his Lot. In any action brought by the Association against an Owner in violation of the covenants, including, but not limited to the

EXHIBIT B

Lots 1 through 4, Block 6
Lots 1 through 4, Block 11
Lots 1 through 5, Block 1
Lots 1 through 4, Block 2
Lots 1 through 4, Block 3
Lots 1 through 3, Block 12
Lots 1 through 4, Block 13
Lots 1 through 5, Block 14
Oak Valley, Carver County, Minnesota