

*Planned  
vs. ~~Carver's~~  
Green*

SINGLE FAMILY TOWNHOUSE RESIDENTIAL  
STANDARDS, COVENANTS, CONDITIONS AND RESTRICTIONS

CARVER'S GREEN, a Minnesota limited partnership,  
Declarant, is desirous of establishing certain minimum standards  
for the development of a single family townhouse residential  
development located in Carver County, Minnesota, on land described  
in Exhibit A attached hereto and made a part hereof, and to insure  
proper use and appropriate development and improvement of each residential  
site therein contained, so as to:

- (a) Protect all owners of land in the Jonathan New Town  
Development against such improper use of property  
as will depreciate the value of their property.
- (b) Guard against the erection of structures built of  
improper or unsuitable materials.
- (c) Encourage the erection of attractive improvements  
appropriately located to prevent an inharmonious  
appearance and function.
- (d) Provide adequate set backs, off-street parking;  
and in general to provide a development that will  
promote the general welfare of the Jonathan New  
Town Development.

(Letters (a) - (d) above sometimes hereinafter  
collectively called "Criteria for Standards".)

NOW, THEREFORE, CARVER'S GREEN, a Minnesota limited  
partnership, Declarant, hereby declares that the land described in Exhibit  
A hereto shall be held, sold, conveyed and developed in accord with the  
following standards and guide lines, in line with the aforementioned Cri-  
teria for Standards and subject to the following easements, restrictions,  
covenants and conditions which shall apply to each and every part and par-  
cel thereof and shall apply to and bind each and every successor in interest  
thereof, and are imposed upon said premises as a servitude in favor of JONA-  
THAN and the Jonathan Association, as defined in Section I hereof, for the  
benefit of the property described in Exhibit A attached hereto and each owner  
of any lot therein and for the benefit of the entire Jonathan Development,  
as defined in Section XIII hereof, and are as follows:

Section 5 - Definitions

For the purposes of this Declaration, the following terms shall have the following definitions except as otherwise specifically provided:

Subsection 1. "Association" shall mean and refer to THE JONATHAN ASSOCIATION, its successors and assigns.

Subsection 2. "Properties" shall mean and refer to the real property within the Jonathan New Town Development, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Subsection 3. "Common Areas" shall mean all real property owned in fee by the Association for the common use and enjoyment of the Owners.

Subsection 4. "Special Common Areas" shall mean all real property in which Developer shall have granted to the Association certain non-exclusive easements and rights all as more fully specified and described in Section VII, Subsection 1 hereof, but subject to the rights of Jonathan as are set forth in said Section VII, Subsection 1.

Subsection 5. "Living Unit" shall mean and refer to any portion of a multiple residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Subsection 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and platted areas platted for convenience of description only.

Subsection 7. "Site" shall mean and refer to any parcel of land conveyed to an Owner for one single family residence whether a single platted lot, or more, or less than a single platted lot.

Subsection 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Site or Living Unit which is a part of the Properties, (excluding contract sellers and including in place thereof their contract purchasers) and excluding those having such interest merely as security for the performance of an obligation.

Subsection 9. "JONATHAN" shall mean and refer to Jonathan Development Corporation, its subsidiaries and affiliated entities, successors and

assigns, of the rights reserved herein to Jonathan Development Corporation, provided any such assign shall acquire more than one undeveloped Site, Lot or any multiple dwelling property from Jonathan Development Corporation for the purpose of development.

Subsection 10. "Declarations" shall mean and refer to this declaration and other declarations that at any time or from time to time may affect all or any part of the Properties as the same may be amended from time to time as therein and herein provided.

Subsection 11. "Members" shall mean and refer to those persons entitled to membership in the Association as provided in the Declarations.

Other terms shall have the meanings attributed to them herein.

### Section II - Permitted Uses

(a) Lots 1 through 10, Block 1, and Lots 26 through 31, Block 1, Carver's Green, shall be used only for residential purposes; no buildings shall be commenced, erected, altered, placed or permitted to remain on any of said Lots other than one single family townhouse dwelling, not to exceed three stories in height. Lots 11 through 25, Block 1, and Lots 32 through 37, Block 1, Carver's Green, shall be used only for garage purposes, and no buildings shall be commenced, erected, altered, placed or permitted to remain on any of said Lots other than a garage.

(b) No Lot shall be subdivided or split by any means whatsoever into any greater number of Sites, nor into any Site or Sites of smaller size without the express written consent of both Declarant and JONATHAN.

(c) Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to the members of his family, or his tenants.

(d) No noxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other owners or to Declarant or to JONATHAN.

(e) All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska. 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.

(f) No sign shall be placed on any Lot except that one "for sale" sign may be placed on any Site if approved by both Declarant and JONATHAN as long as JONATHAN has class "B" votes as hereinafter defined and by the Association thereafter.

(g) No birds, animals or insects shall be kept on any Lot except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purpose.

- (h) No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.
- (i) No exterior tower or antenna of any kind shall be constructed, maintained, or permitted to remain on any Lot. All on Site utility connection facilities and services shall be underground.
- (j) No objectionable trees or shrubbery, such as cottonwood and box elder trees, shall be planted or permitted to remain on any Lot subject hereto.
- (k) No profession or home industry shall be conducted in or on any Lot without the specific written approval of both Declarant and JONATHAN as long as JONATHAN has class "B" votes as hereinafter defined and by the Association thereafter. Both Declarant and JONATHAN or the Association, whichever has authority therefor at the time in question, 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 both Declarant and JONATHAN or said Association, whichever then has authority, to be compatible with a high quality residential neighborhood.
- (l) All else herein notwithstanding, any Lot may be used for a model home or for a real estate office with customary development signs during the development period of the Jonathan Development.
- (m) All rights of Declarant provided for in this Section and in Section III(a) and Section VI shall terminate at the time the last lot subject hereto is sold by Declarant.

#### Section III - Required Yards and Site Maintenance

- (a) Outside storage of any items shall not be allowed unless screened from view by enclosures so as to effectively screen such storage from view outside the Lot. The design of such screened enclosure must be approved by both Declarant and JONATHAN as long as JONATHAN has class "B" votes as hereinafter defined and by the Association thereafter.
- (b) All buildings shall be maintained in a state of good order and repair and all other Lot areas shall be properly maintained at all times. In the event an owner of any Lot in the Properties, entitled and required to belong to the Association, shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section IV - Plan approval

(a) No improvement shall be commenced, erected, placed or exteriorly altered, including normal restraining and repainting, nor any substantial landscape work done on any residential lot until the building or other alteration plans, specifications, including elevations and architect's rendering, a plat showing the location of such improvement on the particular building lot, including general landscape plans, have been submitted to and approved in writing by JONATHAN as long as it has class "2" votes as herein-after defined and by the Association thereafter, as to fulfilling the purposes and Criteria for Standards herein contained. Provided, however, that JONATHAN or the Association, whichever has authority therefor at the time in question, 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 non-feasance 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 JONATHAN or the Association, whichever has authority therefor at the time in question, 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 JONATHAN or the Association, whichever has authority therefor at the time in question. JONATHAN or the Association, whichever has authority therefor at the time in question, shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure to meet (i) the Criteria for Standards, (ii) the standards contained herein, (iii) standards as to compatibility with existing structures and (iv) standards of appropriateness of any structure, exterior design, construction materials, size of improvement, or color scheme thereof, shall be grounds for JONATHAN'S or the Association's, whichever then has authority, reasonable disapproval of any such plans. Failure of JONATHAN or the Association, whichever has authority therefor at the time in question, to disapprove any plans within sixty (60) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon approval of plans by JONATHAN or the Association, whichever has authority therefor at the time in question, be carried on with dispatch and upon completion thereof, the lot shall be promptly landscaped.

(b) All improvements shall be constructed in conformity with the then existing building codes and other applicable codes, ordinances and regulations of the City of Chaska.

(c) Section IV(a) shall apply only to improvements made to the property subject hereto after conveyance of such property by Declarant.

Section V - Homeowners Association

JONATHAN has incorporated as a non-profit corporation The Jonathan Association in which all Lot Owners are entitled and required to be members.

There shall be no other qualification for membership and no costs in connection therewith except as set forth in Section VIII hereof. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of JONATHAN and shall be entitled to one vote for each Site owned. When more than one person holds an interest in any Site, all such persons shall be members. The vote for such Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Site. Said Association shall also have as members other landowners in the Jonathan Development. All single family residential Site Owners in the Jonathan Development who are members of such Association shall have one vote for each Site owned. For the purposes hereof, an owner of a single townhouse unit or condominium unit shall be considered to be a single family residential Site Owner. In addition, the Owner of any multiple dwelling unit or units who is entitled to be a member of said Association shall have one vote for each Living Unit in each multiple dwelling it owns. Provided, however, that on any vote taken on Association business the total multiple dwelling unit votes of either class shall not exceed 49% of the total votes voted by such class and if necessary each multiple dwelling living unit 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 49% policy set forth above.

Class B. The Class B member shall be JONATHAN and shall be entitled to three (3) votes for each Site or Lot owned in the Properties or in preliminary plats in the Jonathan New Town Development which have been approved by the Federal Housing Administration for inclusion in the Properties, plus three (3) votes for each multiple dwelling unit owned in Properties. The Class B membership shall cease and be converted to Class A membership when the number of Class A votes in the Association equals or exceeds the number of Class B votes therein.

JONATHAN shall have the right to prohibit, stop or remedy any action to be, being or taken by the Association, as the case may be, if such action is or may be in violation of JONATHAN'S covenants and agreements under that certain Project Agreement, as the same may be amended from time to time, between The United States of America and Jonathan Development Corporation dated October 8, 1970, the terms of which are hereby incorporated herein by reference and made a part hereof, and a copy of which is on file at JONATHAN, or under that certain Agreement dated August 6, 1968 between The City of Chaska and Jonathan Development Corporation concerning development and maintenance responsibility for a portion of the Common Areas, the terms of which are hereby incorporated by reference and made a part hereof, and a copy of which is on file at JONATHAN, and any and all other similar agreement or agreements between JONATHAN and The City of Chaska covering JONATHAN or any part thereof subject to the jurisdiction of the Association or any additions thereto whether dated before or after the date hereof. Provided, however, that JONATHAN shall exercise the rights provided for above only if the Association shall fail to remedy any action which is or may be in violation of such agreements after notice from JONATHAN so to do. These rights shall only be exercised by JONATHAN to the extent consistent with the said agreements and as long as they are in full force and effect and JONATHAN controls the Jonathan Development as defined in ARTICLE XIII hereof. The Association shall comply with the terms of the above described agreements and shall have the primary obligation therefor as to the Common Areas. The rights herein granted shall apply whether or not JONATHAN shall at the time in question have Class B membership in the Association.

Section VI - Completion of Construction of Improvements

If any structure is begun after approval of the plans therefor as provided in Section IV hereof and is not completed within one (1) year after the commencement of said construction and in the judgment of Declarant or JONATHAN is of offensive or unsightly appearance, JONATHAN or Declarant, at its sole option, may take such steps as may be necessary in its sole discretion to improve the appearance so as to make the property harmonious with other properties, such steps including completion of the exterior of the structure, screening or covering the structure and any combination thereof, or similar operations and the amount of any expenditure made in so doing shall be the personal joint and several obligation of the Site Owner or Owners of the Site improved, as the case may be, and shall be a lien on the property and may be enforceable by action at law in the same manner as a mortgage. The lien herein shall not be valid as against a bona fide purchaser of the Site in question until a statement setting forth a claim therefor has been filed for record in the office of the Carver County Register of Deeds or Registrar of Titles, whichever is appropriate, or unless a suit and appropriate lis pendens to enforce said lien shall have been filed of record in Carver County prior to the recordation of the deed conveying the Site in question to such purchaser. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Site pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien for such improvements as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site from liability for any assessments thereafter becoming due or from the lien thereof.

Any lien claim filed for record pursuant hereto shall terminate six months after filing, unless a suit and appropriate lis pendens to enforce said lien have been filed of record in Carver County before the end of said six-month period.



Section VII - Common Areas

Subsection 1. The Common Areas conveyed to the Association prior to the date hereof are legally described in Exhibit B attached hereto and made a part hereof. Said Common Areas were conveyed to the Association by JONATHAN subject to a reservation in JONATHAN of the right to use such Common Areas for utility development, either public or private, including without limitation as private utilities, wire, cable, wide band coaxial cable and every other coaxial cable of every kind and description and appurtenances used or useful in connection therewith, and to grant rights therein to utility companies, public agencies or other persons, corporations or associations for use or development of utilities therein and to construct and make additional improvements in such Common Areas as JONATHAN shall deem necessary for appropriate development of The Jonathan Development, as defined in Section XIII hereof during the development period thereof. In addition to the Common Areas, JONATHAN has granted to the Association the non-exclusive easements and rights in the Special Common Areas, all as more fully specified and described in Exhibit C attached hereto and made a part hereof. It is understood and agreed that JONATHAN, shall have the right to dedicate or convey any such Special Common Areas to the City of Chaska or other public or municipal corporation free of all rights of the Association and the Owners except subject to the specific rights as set forth in said Exhibit C.

Subsection 2. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and the specified rights then in effect as to the Special Common Areas which shall be appurtenant to and shall pass with the title to every Site subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situate upon the Common Areas.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessments on its Site remain unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The Association is hereby given the right to establish uniform rules and regulations for the Common Areas.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such 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 each class of 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 VIII, Subsection 5. The rights of the Association contained in this subsection (c) shall be in addition to and shall in no way limit the rights granted to JONATHAN in this Section VII.

- (d) The Association shall have the right to lease portions of the Common Areas 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 Areas in the Jonathan Development.

#### Section VIII - Maintenance Expenditures and Assessments

Subsection 1. JONATHAN for each Site owned within the properties subject hereto, hereby covenants and each Owner of any Site by acceptance of a deed therefor, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association: (i) Annual Assessments and (ii) Special Assessments for capital improvements, all such assessments to be established and collected as hereinafter provided. Any assessments authorized herein together with interest, costs and reasonable attorneys' fees, shall be a lien against a Site from the date payable and may be enforced by action at law in the same manner as a mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Site pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site from liability for any assessments thereafter becoming due or from the lien thereof.

Any lien claim filed for record pursuant hereto shall terminate six (6) months after filing, unless a suit and appropriate lis pendens to enforce said lien has been filed of record in Carver County before the end of said six-month period. In addition, each such assessment together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such property 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. Such personal obligations may be enforced by a judgment against the Site Owner in question.

Subsection 2. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the members of the Association and for the maintenance and development (including, but not limited to, costs of appropriate insurance and real estate taxes) of the Common Areas.

Subsection 3.

- (a) Until January 1, 1972, the maximum Annual Assessment shall be \$50.00 per Site.
- (b) From and after January 1, 1972, the maximum Annual Assessment may be increased each year not more than five percent (5%) of the assessment for the previous year without a vote of the membership.
- (c) From and after January 1, 1972, the maximum Annual Assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose.
- (d) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximums set forth in this Subsection 3.

Subsection 4. 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 construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Subsection 5. Written notice of any meeting called for the purpose of taking any action authorized under Subsection 3 or 4 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 each class of membership shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called subject to the same notice requirement, and the required quorum at each 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.

Subsection 6. Both Annual Assessments and Special Assessments shall be assessed on a uniform basis for all Sites and may be collected on the monthly, quarterly, semi-annual or annual basis as shall be determined by the Board of Directors of the Association. Assessments shall be made on a per Site basis with each Site presumed to be benefited equally.

Subsection 7. The Annual Assessments provided for herein shall commence as to all Sites on the first day of the month following the conveyance of the first of the Common Areas. 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 Site at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Site have been paid.

Subsection 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Site. If such a certificate states that an assessment has been paid or that an assessment is unpaid, such certificate shall be conclusive evidence

of such payment and the amount of any unpaid assessment.

#### Section IX - Enforcement

- (a) 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 these standards, (iii) both (i) and (ii) or (iv) a suit to foreclose any lien authorized herein. The Assessments provided for in Section VIII hereof shall be enforceable by the Association by a money judgment against the Owner or Owners responsible therefor or by a suit to foreclose the lien authorized in said Section VIII.
- (b) The failure of the Association and any Owner, their successors or assigns, to enforce any provisions of the standards contained herein upon the violation thereof shall in no event be deemed to be a waiver of the rights to do so as to any subsequent violation.
- (c) Invalidation of any of the provisions of these covenants and standards, whether by court order or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.
- (d) Any party to a proceeding who succeeds in enforcing a standard or lien or enjoining the violation of a standard against a Site Owner may be awarded a reasonable attorneys' fee against such Site Owner and shall be entitled to interest at the rate of eight percent (8%) per annum on any monetary amount awarded from the date such amounts shall be determined to have been payable.
- (e) No violation of any of these standards shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any Site; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these standards as fully as any other Owner of any Site subject hereto.
- (f) As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Dedication of Common Areas, amendment hereto and annexation of additional properties.

#### Section X - Non-Discrimination

Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny any of the property described in Exhibit A to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting the property covered by these Development Standards relating to race, color, religion, sex or national origin which is

inconsistent with this Section X is recognized as being illegal and void and is specifically disclaimed.

Section XI - Advertising

Any Owner of any portion of the land described in Exhibit A attached hereto who constructs houses for resale or rents houses or apartments or who intends to sell more than one constructed house to a third person agrees that any advertisement for the sale of housing or rental of housing constructed by him in the Jonathan Development will adhere to the following restrictions:

- (a) All advertising in any communication medium or any printed matter made available to the public shall state that the project is equal opportunity housing.
- (b) A substantial part of all advertising depicting persons, undertaken by said Owner in each medium and each audience, shall depict persons of both majority and minority identity.
- (c) On any construction site, there shall be a poster displayed in a conspicuous place stating that the structure or structures being built will be sold or rented on a non-discriminatory basis. Such poster shall be of any type or form which the Department of Housing and Urban Development may reasonably specify.
- (d) In any location of said Owner where sales and rental transactions are normally made or inquiries from the public are received, there shall be posted in a conspicuous, well lighted place a fair housing notice or poster stating the non-discriminatory policy of said Owner or such poster stating that policy as the Department of Housing and Urban Development may reasonably specify.
- (e) No qualifying criteria for the selection of dwellers in low or moderate cost housing which promotes discrimination based on race, color, religion, sex or national origin shall be permitted by said Owner.

Section XII - Enforcement of Sections X and XI

Declarant and JONATHAN shall be deemed a beneficiary of the covenants contained in Sections X and XI hereof, and the United States shall be deemed a beneficiary of these covenants and these covenants shall run in favor of Declarant and JONATHAN or the United States for the entire period during which these covenants relate. As such a beneficiary, Declarant or JONATHAN, or the United States, in the event of any breach of any such covenants, shall have the right to exercise all

the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of these covenants may be entitled.

Section XIII - The Jonathan Development

The property described in Exhibits A, B and C hereto are located within and are part of the Jonathan New Town Development. JONATHAN intends to develop as part of the Jonathan New Town Development in excess of 5,000 acres of land being all or part of the following described land:

Sections 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33 and 34, in Township 116, Range 23.

And

Sections 13, 14, 23, 24, 25 and 26, in Township 116, Range 24, Carver County, Minnesota.

It is the intention of Declarant and JONATHAN that the Jonathan Association will serve the functions outlined herein for all or at least a substantial portion or portions of said land. To effectuate the above, it is agreed that additional land within the area described above may be, but need not be, annexed by JONATHAN, without the consent of the members of the Association, as property subject to the jurisdiction of the Association and in which Owners are entitled to be and must be members of the Association. Any Owners in such areas shall thereafter become members of the Association with votes and subject to assessments as herein provided. In connection therewith, JONATHAN will be conveying to the Association additional Common Areas and rights in additional Special Common Areas. The Owners shall have the same rights in any such Common Areas as they have in the Common Areas more fully described in Exhibit B hereto and all rights as specified in the conveyance of Special Common Areas. The assessments levied pursuant hereto may be used not only for the Common Areas specifically described in Exhibits B and C hereto but also in such additional

Common Areas or Special Common Areas as JONATHAN from time to time shall convey, or convey rights in, to the Association.

IN TESTIMONY WHEREOF, the Declarant and JONATHAN have caused these presents to be executed in their corporate names, this 29 day of June, 1972.

IN PRESENCE OF

Barbie Hughes  
Henry T. McKnight

CARVER'S GREEN

BY Henry T. McKnight  
General Partner

STATE OF MINNESOTA

COUNTY OF Hennepin

On this 29 day of June, 1972, before me, a Notary Public, within and for said County, personally appeared HENRY T. MC KNIGHT, to me personally known, who, being by me duly sworn, did say that he is the General Partner of CARVER'S GREEN, a Minnesota limited partnership, and that the foregoing instrument was signed by him as the General Partner of said limited partnership, in behalf of said limited partnership; and said HENRY T. MC KNIGHT acknowledged said instrument to be the free act and deed of said limited partnership.

Barbie Hughes  
NOTARY PUBLIC

Barbie Hughes  
Notary Public, Hennepin County, Minn.  
My Commission Expires June 25, 1976.

This instrument was recorded by  
Carter, Macquart, Winchell, West & Company  
2400 1st National Bank Bldg.  
Minneapolis, Minnesota 55402



Mary Ann Kotko  
J. J. J.

By [Signature]  
its Vice President

And 17-11-1964  
It's Vice President

On this 29th day of June, 1972, before me, a notary public within and for said County, personally appeared Ben H. Cunningham and Julius C. Smith, to me personally known who, being each by me duly sworn, did say that they are respectively the Vice President and Vice President of JONATHAN DEVELOPMENT CORPORATION, a Minnesota corporation, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Ben H. Cunningham and Julius C. Smith acknowledged said instrument to be the free act and deed of said corporation.

Mary Ann Kallke

Mary Ann Kottke, Notary Public,  
Carver County, Minnesota.

Carver County, Minnesota.  
My commission expires January 7, 1976.

EXHIBIT A

Lots 1 through 9; Lot 11; and Lots 13 through 37;  
Block 1, Carver's Green, according to the  
plat thereof on file and of record in the office  
of the Registrar of Titles in and for Carver County,  
Minnesota, and Tract A, Registered Land Survey No. 49,  
Files of the Registrar of Titles, Carver County, Minnesota.

EXHIBIT B

Outlots A, B, C and D, Neighborhood One, files of the Registrar of Titles, Carver County, Minnesota, except that part of Outlot D in the plat of Neighborhood Two, files of the Registrar of Titles, Carver County, Minnesota.

Outlots A, B and C, Neighborhood Two, files of the Registrar of Titles, Carver County, Minnesota.

Outlots E, F and G, Neighborhood Three, files of the Registrar of Titles, Carver County, Minnesota.

Outlots C, D, E, F and that part of Outlot B lying northerly of the extension westerly of the South line of Outlot C, all according to the plat of Neighborhood Five, files of the Registrar of Titles, Carver County, Minnesota.

Tract I, Registered Land Survey No. 39, files of the Registrar of Titles, Carver County, Minnesota.

Outlots A, D, H and that part of Outlot F lying easterly of the westerly line of Outlot E extended North, Neighborhood One South, according to the plat thereof on file and of record in the office of the Registrar of Titles, Carver County, Minnesota.

EXHIBIT C

A non-exclusive easement for ingress to and egress from and for recreational and scenic use of the hereinafter described lands and the facilities from time to time located thereon.

Tract C, Registered Land Survey No. 39, filed of the Registrar of Titles, Carver County, Minnesota.

Outlot D, Neighborhood Three, files of the Registrar of Titles, Carver County, Minnesota.

CERTIFICATE NUMBER \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

STATE OF MINNESOTA )

County of Carver ) ss

OFFICE OF THE REGISTER OF TITLES

This is to certify that the within instrument  
was filed in this office at Chaska, Minnesota  
on the

5<sup>th</sup> day of June A.D. 1977

at 3:15 o'clock PM M.

Paul W. Peterson  
Registrar of Titles