

**CLOVER FIELD
DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, Chaska Investment Limited Partnership, a Minnesota limited partnership, 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, Chaska Investment Limited Partnership and The Jonathan Association, desire to impose certain development standards, covenants, conditions and restrictions on the Property; and

WHEREAS, the Property is encumbered by a mortgage;

NOW, THEREFORE, Chaska Investment Limited Partnership 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 any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

Section 1.01. "Association" shall mean and refer to The Jonathan Association, its successors and assigns.

Section 1.02. "Developer" shall mean and refer to Chaska Investment Limited Partnership

Section 1.03. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Property or any portion thereof subject to the Declaration, but shall not mean or refer to the mortgagee of any such property unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within which the fee owner may redeem from such foreclosure has terminated. Where any such property is being sold to a contract vendee who is entitled to possession of the property, the contract vendee and not the vendor shall be considered the "Owner" of the property upon the furnishing of a copy of the executed Contract for Deed to the Association.

Section 1.04. "Property" shall mean all of the real property submitted to this Declaration as described on Exhibit A, including the Dwellings and all other structures and improvements located thereon.

Section 1.05. "Common Properties" shall mean all real property (including the improvements thereto) owned or to be owned by the Association for the common use and enjoyment of the Owners.

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.

Section 1.10. "Declarant" shall mean Chaska Investment Limited Partnership or its assigns.

Section 1.11. "Dwelling" shall mean a building or portion thereof, consisting of one or more floors designed and intended for occupancy for residential purposes and located within the boundaries of a Lot. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot or legal description in which the Dwelling is located.

Other terms shall have the meanings attributed to them herein.

ARTICLE II.

PERMITTED USES

Section 2.01. Residential Purpose. No Lot shall be used except for residential purposes. Garages shall have a maximum of three garage stalls.

Section 2.02. Division of Lot. No Lot shall be subdivided or split by any means whatsoever into any greater number of Lots, nor into any parcel or parcels of smaller size without the express written consent of the Association.

Section 2.03. Enjoyment of Property. Any Owner may delegate, in accordance with the By-Laws of the Association his right of enjoyment to the Common Properties to the members of his family, or his tenants.

Section 2.04. Offensive Activities. No noxious or offensive activities shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or to the Association.

Section 2.05. Compliance. All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska or other governmental agencies. 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/exterior 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.

Section 2.11. Utility Meters. All utility meters, located on the exterior of a building, shall be concealed from view from off the Lot or architecturally treated to blend with a building.

Section 2.12. Receptacles. No trash or debris shall be left on any portion of the Property except in approved containers. No trash receptacles, or incinerators, or garbage cans shall be located outside of a building unless completely screened from view.

Section 2.13. Utilities. All buildings shall be served by underground utility distribution facilities. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities.

Section 2.14. Parking. Unless modified by written policy of the Association through a two-thirds vote of the Association Board of Directors, the following storage and parking restrictions apply upon the Property:

- (a) The storage or parking of "Winter Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from November 1 through March 31.
- (b) The storage or parking of "Summer Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from April 1 through November 1.
- (c) The storage or parking of "All Season" vehicles is only allowed upon the driveway of the Lot and is allowed all year.

For purposes of this section, the following definitions apply:

- (a) "Winter Season" vehicles are defined as snowmobiles and any trailer upon which they are stored or transported.
- (b) "Summer Season" vehicles are defined as all boats (motorized or non-motorized including sailboats, pontoon boats and houseboats), canoes, rafts, 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 less than twenty (20) feet in length.

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 vehicle twenty 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.

Section 3.02. Fences, Animal Enclosures and Storage Structures. Fences are allowed if approved by the Developer and the Association as part of the original construction of the dwellings on the property. No fence may be added, modified or expanded after the Certificate of Occupancy has issued for the affected lot. No animal enclosure, or storage structure shall be erected on the Property. The Association may modify its prohibition/control of fences, animal enclosures and storage structures by a two-thirds vote of the Board of Directors. If the Association does modify its policies controlling fences, animal enclosures and storage structures, such approval or the refusal to grant approval shall be based upon the written policy of the Association in existence at the time of the written application for such approval.

Section 3.03. Maintenance.

- (a) Maintenance of the Lot. The Lot and improvements thereon shall be maintained in a state of good order and repair by the Owner thereof or the association to which Owner belongs. In the event any Owner of a Lot, entitled and required to belong to the Association or the association to which Owner belongs, shall fail to maintain the Lot and improvements, the Board of Directors of 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 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.

- (b) Maintenance of the Common Properties. The Association shall provide for all maintenance and repair of the Common Properties.

ARTICLE IV.

PLAN APPROVAL

Section 4.01. 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. All future changes in exterior paint color/exterior siding color must also receive prior Association approval. 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 to meet (i) the Criteria for Standards, (ii) the standards contained herein, (iii) standards as to plans required to be submitted, (iv) standards as to compatibility with existing structures, and (v) standards of appropriateness of any structure, exterior design, construction materials, size of improvements, or color scheme thereof, shall be grounds for the Association's reasonable disapproval of any such plans. Failure of the Association to send written notice of disapproval of 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 the Association, be carried on with dispatch and completed within one (1) year from initiation. Upon completion thereof, the Lot shall be promptly landscaped.

Section 4.02. All improvements shall be constructed in conformity with this Declaration, the then existing building codes and other applicable codes, ordinances and regulations of the City of Chaska.

Section 4.03. Minimum Building Standards.

- (a) Structures erected or placed on any Lot must be in harmony with the residence in respect to workmanship, materials and external design.
- (b) No structure shall be erected or placed nearer to the front lot line, or nearer to a side street line, or nearer to the rear lot line than permitted by the City of Chaska as of the date hereof. For the purpose of this restriction, eaves, steps and open porches shall not be considered a part of a Dwelling; provided, however, that this shall not be construed to permit any portion of the Dwelling on any Lot to encroach upon other residential Lots.
- (c) The entire Lot area between rear lot line and the public street shall be seeded or sodded within sixty (60) days of occupancy, or in the event of inclement weather, as soon thereafter as reasonably possible.

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.

ARTICLE VI.

COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

If any structure or improvement is begun after approval of the plans therefor as provided in Article IV hereof and is not completed in accordance with the approved plans within one (1) year after the commencement of said construction the Association, 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 Lot harmonious with other Lots and the amount of any expenditure made in so doing shall be the personal, joint and several obligation of the Owner or Owners of the Lot involved, as the case may be, and shall be a lien on the Property and enforceable as set forth in Article VIII.

ARTICLE VII.

COMMON PROPERTIES

Every Owner and tenants of the Owner occupying a Dwelling shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot 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 situated upon the Common Properties.
- (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 the Owner's Lot 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 Properties.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Properties 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 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 herein to the contrary, the Developer shall not have any liability to the Association or to any other party for any annual assessments or charges and/or special assessments for capital

improvements, it being specifically understood that the annual and special assessments shall not be imposed against any Lot until a Dwelling has been constructed thereon, a certificate of occupancy issued therefor, and such Lot and Dwelling have been sold and conveyed by the Developer to the Owner.

Section 8.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Properties.

Section 8.03. Maximum Annual Assessments. The maximum annual assessment for 2001 shall be \$193.00 per Lot or per rental unit in a Multiple Dwelling.

- (a) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 8.04. Special Assessments for Capital Improvements. 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 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 ($\frac{1}{2}$) 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. 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 Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8.08. Effect of Nonpayment of Assessments; Remedies of the Association.

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. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. Such assessment, together with interest thereon at eight percent (8%) per annum, plus all costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 8.09. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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 recovery of delinquent assessments, the Association shall further be entitled to recover all costs of the action, including without limitation interest on the delinquent amount at the rate of eight percent (8%) per annum and reasonable attorneys' fees.

Section 9.02. 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.

Section 9.03. 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.

Section 9.04. Any party to a proceeding who succeeds in enforcing a Standard or lien or enjoining the violation of a Standard against an Owner may be awarded a reasonable attorneys' fee against such 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.

Section 9.05. 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 property subject hereto; 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 Lot subject hereto.

Section 9.06. The Association by a two-thirds (2/3) vote of the Association Board of Directors may grant variances from the strict application of the provisions of the standards set forth whereby reason of extraordinary and exceptional conditions of any property or circumstances the strict application of any standard would result in peculiar and practical difficulties or exceptional or undue hardship upon the Owner of any property, provided any such variance shall meet the Criteria for Standards provided for herein.

IN WITNESS WHEREOF, Chaska Investment Limited Partnership, has caused these presents to be signed by its general partners this 12th day of SEPTEMBER, 2001.

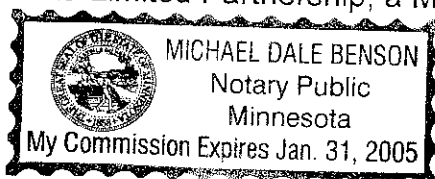
Chaska Investment Limited Partnership,
a Minnesota Limited Partnership,

By: Primac Corporation,
a Minnesota Corporation,
Its Managing General Partner

By: 
Vasco Bernardi, Its President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 12TH day of SEPTEMBER, 2001, by Vasco Bernardi, the President of Primac Corporation, a Minnesota Corporation and the managing general partner of Chaska Investment Limited Partnership, a Minnesota Limited Partnership.



Michael D. Benson
Notary Public

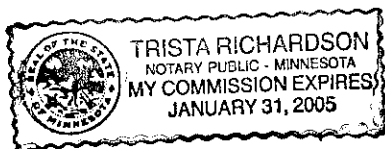
The foregoing standards, covenants and restrictions are hereby approved and accepted by The Jonathan Association.

The Jonathan Association

By: Gregory A. Kummer
Gregory Kummer

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 12TH day of September, 2001, by Gregory Kummer, the President of The Jonathan Association, on behalf of said association.



Trista Richardson
Notary Public

CONSENT OF WELLS FARGO BANK, N.A.

Wells Fargo Bank, N.A., does hereby consent to this Declaration of Development Standards, Covenants, Conditions and Restrictions.

WELLS FARGO BANK, N.A.

By Edna
Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2001, by EDWARD SCHNECKER, the VICE PRESIDENT of Wells Fargo Bank, N.A.

Michael J. Bennett
Notary Public

This Instrument Drafted By:
Thomsen & Nybeck, P.A.
Edinborough Corporate Center East
Suite 600, 3300 Edinborough Way
Edina, Minnesota 55435-5962
Telephone: (952) 835-7000

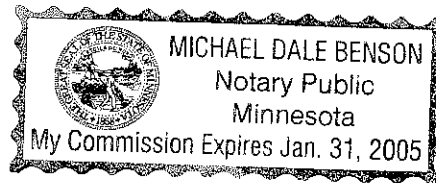


EXHIBIT "A"

All lots and outlots, except outlot F, within the plat known as
Clover Field, Carver County, Minnesota,

SECTION 4

MEETINGS OF OWNERS

4.1 Place. All meetings of the Owners shall be held at the office of the Master Association or at such other place in the State of Minnesota reasonably accessible to the Owners as may be designated by the Master Board in any notice of a meeting of the Owners.

4.2 Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Master Board. At each annual meeting of the Owners, (i) the Persons who are to constitute the Master Board shall be elected pursuant to Section 6, (ii) a report shall be made to the Owners on the activities and financial condition of the Master Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

4.3 Special Meetings. A special meeting of the Owners may be called by the President as a matter of discretion. A special meeting of the Owners must be called by the President or Secretary within thirty days following receipt of the written request of a majority of the members of the Master Board or of Owners entitled to cast at least twenty-five percent of all votes in the Master Association. The meeting shall be held within ninety days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Master Association's purposes and authority under the Master Governing Documents.

4.4 Notice of Meetings. Not less than twenty-one nor more than thirty days in advance of any annual meeting of the Owners, and at least seven, but no more than thirty, days in advance of any special meeting of the Owners, the Secretary shall send, to all persons who are Owners as of the date of sending the notice, notice of the time, place and agenda of the meeting, by United States mail, or by hand delivery, at the Owner's Unit address or to such other address as the Owner may have designated in writing to the Secretary. Notice of meetings to vote upon amendments to the Articles of Incorporation shall also be given separately to each officer and director of the Master Association.

4.5 Quorum/Adjournment. The presence of Owners, in person or by proxy, who have the authority to cast in excess of forty percent of all the votes in the Master Association shall be necessary to constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. Any meeting may be adjourned from time to time, but until no longer than fifteen days later, without notice other than announcement at the meeting as initially called. If a quorum is present at the reconvened meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting or a reconvened meeting, shall continue to exist for that meeting notwithstanding the departure of any Owner previously in attendance in person or by proxy. The Master Association may not be counted in determining a quorum as to any Unit owned by the Master Association.

4.6 Voting Register. The Secretary shall have available at the meeting a list of the Unit numbers, the names of the Owners, the vote attributable to each Unit and the name of the Person (in the case of multiple Owners) authorized to cast the vote.

4.7 Agenda. The agenda for meetings of the Owners shall be established by the Master Board, consistent with the Master Governing Documents, and shall be sent to all Owners along with the notice of the meeting.

SECTION 5

ANNUAL REPORT

The Master Board shall prepare an annual report, a copy of which shall be provided to each Owner at or prior to the annual meeting. The report shall contain, at a minimum:

5.1 Capital Expenditures. A statement of any capital expenditures in excess of two percent of the current budget or five thousand dollars, whichever is greater, approved by the Master Association for the current year or succeeding two fiscal years.

5.2 Reserve Funds. A statement of the balance in any reserve or replacement fund and any portion of the fund designated for any specified project by the Master Board.

5.3 Financial Statements. A copy of the statement of revenues and expenses for the Master Association's last fiscal year, and a balance sheet as of the end of said fiscal year.

5.4 Litigation and Judgments. A statement of the status of any pending litigation or judgments to which the Master Association is a party.

5.5 Insurance. A statement of the insurance coverage provided by the Master Association.

5.6 Status of Assessments. A statement of the total past due assessments, current as of not more than sixty days prior to the date of the meeting.

SECTION 6

BOARD OF DIRECTORS

6.1 Number and Qualification. The affairs of the Master Association shall be governed by the Master Board.

6.1.1 The first Master Board shall consist of the persons appointed by the Master Developer from time to time. The Members' rights to elect the directors shall be suspended, as authorized by the Act, until the date referred to in Section 6.2.1.

6.1.2 Upon the expiration of the terms of the members of the first Master Board, the Master Board shall have seven voting directors, divided into three classes of directors as described in Sections 6.1.2.1, 6.1.2.2 and 6.1.2.3, and may have one non-voting director appointed by the Master Developer (at the Master Developer's option). The directors elected by each class of Owners, as described in Sections 6.1.2.1, 6.1.2.2 and 6.1.2.3, shall be a separate class of directors under Section 515B.3-103 of the Act. The election and qualification of directors shall be subject to the following requirements:

6.1.2.1 The Owners of Units in the Detached Homes class shall be entitled to nominate and elect three directors who shall be Owners of Units in the Detached Homes class.

6.1.2.2 The Owners of Units in the Rowhouse class shall be entitled to nominate and elect two directors, who shall be Owners of Units in the Rowhouse class and members of the Rowhouse class subassociation Board.

6.1.2.3 The Owners of Units in the Flats class shall be entitled to nominate and elect two directors who shall be Owners of Units in the Flats class and members of the Flats class subassociation Board.

6.1.2.4 The Master Developer may, but is not obligated to, appoint one non-voting director to the Master Board. Said right of appointment may be exercised continuously or intermittently, may be assigned to an affiliate of the Master Developer, and shall expire ten years after the date of recording of the Master Declaration. When the right to appoint the non-voting director expires or is voluntarily surrendered in writing by the Master Developer, the director shall not be replaced.

6.1.2.5 No Owner may serve as a director simultaneously with another Owner of the same Unit.

6.2 Terms of Office. The terms of office of the members of the Master Board shall be as follows:

6.2.1 The terms of all directors appointed by the Master Developer as authorized by the Declaration and Section 6.1.1 of these Bylaws shall terminate upon the earliest of (i) voluntary surrender of control by the Master Developer, (ii) sixty days after the date when a majority of the directors on seventy-five percent of the Subassociation Boards may be elected by the members of the respective Subassociations, or (iii) the date five years following the date of recording of the Master Declaration.

6.2.2 The terms of office of the directors elected by the Owners immediately following the termination of the terms of the directors comprising the first Master Board shall be one year for three of the directors (one from each class of directors) and two years for the four remaining directors. Each term of office thereafter shall be two years and shall expire upon the election of a successor at the appropriate annual meeting of the Owners; provided, that a director shall continue in office until a successor is elected. The nominees

in each director class receiving the greatest number of votes of Members owning Units comprising that class shall be elected, notwithstanding that one or more of them does not receive a majority of the votes cast by the Members owning Units of that class. At the first election, the nominee receiving the greatest number of votes in each director class shall fill the longer terms for that director class. A director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these Bylaws. There is no cumulative voting for directors. If Déclarant elects to appoint a non-voting director, the director shall be appointed annually.

6.3 Nominations. Except for directors appointed by Declarant, and upon expiration of the terms of the members of the first Master Board, nominations for election to the Master Board at each subsequent annual meeting shall be made by a nominating committee appointed by the Master Board, and shall be based upon nominations submitted by the Owners of Units for each class in addition to nominations submitted by the Board. The nominating committee shall consist of Owners who are representative of the general membership of the Association, shall establish fair and reasonable procedures for the submission of nominations, and shall act in a fair and equitable manner to assure that qualified, representative candidates are nominated for each of the director classes.

6.4 Powers. The Master Board shall have all powers necessary for the administration of the affairs of the Master Association. The Master Board shall exercise for the Master Association all powers and authority vested in or delegated to the Master Association (and not expressly prohibited or reserved to the Members) by law or by the Master Governing Documents. Except as relinquished and assigned by the Master Association in accordance with Section 8.1 of these Master Bylaws, all powers of the Subassociations are delegated to the Master Association. The powers of the Master Association include, without limitation, the power to:

6.4.1 Adopt, amend and revoke Master Rules and Subassociation Rules not inconsistent with the Master Governing Documents or the Jonathan Covenants, as follows: (i) regulating the use of the Master Common Elements; (ii) regulating the use of the Subassociation Common Elements; (iii) regulating the use of the Units, and the conduct of Owners and Occupants, which may jeopardize the health, safety, or welfare of other Owners and Occupants, which involves noise or other disturbing activity, or which may damage the Property; (iv) regulating or prohibiting animals; (v) regulating changes in the appearance of the Property and conduct which may damage the Property; (vi) regulating the exterior appearance of the Property, including, for example, decks, patios, and signs and other displays, regardless of whether inside a Unit; (vii) implementing the Master Governing Documents and Master Rules, and exercising the powers granted by the Master Governing Documents; and (viii) otherwise facilitating the operation of the Property.

6.4.2 Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect Assessments for Master Common Expenses.

6.4.3 Adopt and amend budgets for revenues, expenditures and reserves relating to the operation of each Subassociation and maintenance and reserves for Subassociation Common Expenses, with consideration, at the Master Board's discretion, to such budgets and comments offered by the Subassociation Boards, and to levy and collect, as provided in the

Master Declaration, Assessments in accordance with the budgets prepared and approved by the Master Board.

6.4.4 Promote the sense of community among Members and Occupants by organizing, promoting and sponsoring community and social events and activities.

6.4.5 Hire and discharge managing agents and other employees, agents, and independent contractors.

6.4.6 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself, or one or more Subassociations, on matters affecting the Master Association.

6.4.7 Make contracts and incur liabilities.

6.4.8 Regulate the use, maintenance, repair, replacement and modification of the Property.

6.4.9 Maintain, repair, replace and improve the Common Elements and such parts of the Subassociation Property as provided in the Master Declaration or as may be authorized by the Subassociation Governing Documents for the applicable class.

6.4.10 Grant public or private utility, communications and other easements, leases and licenses through, over or under the Master Common Elements, and grant similar rights through, over or under Subassociation Property, subject to the requirements of the Subassociation Governing Documents for the applicable Subassociation Property.

6.4.11 Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Master Governing Documents, Subassociation Governing Documents, Master Rules and any applicable Subassociation Rules.

6.4.12 Impose reasonable charges for the review, preparation and recordation of amendments to the Master Declaration or Master Bylaws, resale certificates required by law, statements of unpaid assessments, or furnishing copies of Master Association records.

6.4.13 Provide for the indemnification of its officers, directors, and committee members, and Subassociation officers, directors and committee members, maintain directors' and officers' liability insurance.

6.4.14 Provide for reasonable procedures governing the conduct of Members' and directors' meetings, and the election of directors.

6.4.15 Appoint, regulate and dissolve committees to assist it in its duties.

6.4.16 Borrow money for the needs of the Master Association and encumber the assets of the Master Association as security for such borrowings; provided, that the Master Board shall not borrow amounts in any calendar year which exceed ten percent of the Master Association's annual budget for the year in question unless first approved by a majority vote of the Members.

6.4.17 Exercise any other powers conferred by law or by the Master Governing Documents, or necessary for the governance and operation of the Master Association.

6.5 Meetings and Notices. An annual meeting of the Master Board shall be held within seven days following each annual meeting of the Members. At each annual meeting the officers of the Master Association shall be elected.

6.5.1 Regular meetings of the Master Board shall be held at least annually at such times as may be fixed from time to time by a majority of the members of the Master Board. A schedule, or any amended schedule, of meetings shall be provided to the directors, and posted or published for the information of Members and Owners.

6.5.2 Special meetings of the Master Board shall be held when called (i) by the President of the Master Association, or (ii) by the Secretary within ten days following the written request of a majority of the directors. Notice of any special meeting shall be given to each director not less than three days in advance thereof, subject to Subsection 6.6.3. Notice to a director shall be deemed to be given when deposited in the United States mail postage prepaid to the Unit address of such director, or when personally delivered, orally or in writing, by a representative of the Master Board.

6.5.3 Any director may at any time waive notice of any meeting of the Master Board verbally, in writing, or by attendance at the meeting. If all the directors are present at a meeting of the Master Board, no notice shall be required, and any business may be transacted at such meeting.

6.5.4 A conference among directors by a means of communication through which all directors participating may simultaneously hear each other during the conference constitutes a Master Board meeting, if (i) the same notice is given of the conference as would be required for a meeting, and (ii) the number of directors participating in the conference is a quorum. Participation in a meeting by this means constitutes personal presence at the meeting.

6.5.5 Except as otherwise provided in this Section, meetings of the Master Board must be open to the Owners. To the extent practicable, the Master Board shall give reasonable notice to the Members and Owners of the date, time, and place of Master Board meetings. If the date, time and place of meetings are provided for in the Master Governing Documents, announced at a previous meeting of the Master Board, posted in a location or locations designated by the Master Board and accessible to the Members and Owners, or if an emergency requires immediate consideration of a matter by the Master Board, notice is not required. "Notice" has the meaning given in Section 11.1. Notwithstanding the foregoing, meetings may be closed to discuss the following:

6.5.5.1 personnel matters;

6.5.5.2 pending or potential litigation, arbitration or other potentially adversarial proceedings between Members, between the Master Board or Master Association and Members, or other matters in which any Owner may have an adversarial interest, if the Master Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Master Board or Master Association or the privacy of an Owner or Occupant; or

6.5.5.3 criminal activity arising within the Property if the Master Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.

Nothing in this Section imposes a duty on the Master Board to provide special facilities for meetings. The failure to give notice as required by this Section shall not invalidate the Master Board meeting or any action taken at the meeting.

6.6 Quorum and Voting. A majority of the members of the Master Board shall constitute a quorum for the transaction of business at any meeting. A quorum, once established, shall continue except as provided in Section 6.4.3 to exist, regardless of the subsequent departure of any directors. Each director shall have one vote. Except as provided in Section 12.1.1.2 of these Bylaws, the vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies are prohibited for Master Board meetings.

6.7 Action Taken Without a Meeting. The Master Board shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all the directors.

6.8 Vacancies. A vacancy in the Master Board shall be filled within thirty days following the occurrence of the vacancy as follows:

6.8.1 A vacancy of a director elected by the Owners of Units comprising a subassociation class shall be filled by appointment made by the Subassociation Board; and

6.8.2 A vacancy by a director elected by the Owners of the Units comprising the Detached Homes class shall be filled by appointment by the directors elected by the Owners of Units comprising the Detached Homes class then remaining on the Master Board, or if none, by election by the Owners of the Units comprising the Detached Homes class pursuant to Section 6.2.

Each person so elected shall serve out the term vacated. Such vacancies shall be filled subject to the requirements of Sections 6.1, 6.2 or 6.3, as applicable.

6.9 Removal. A voting director may be removed from the Master Board, with or without cause, by a majority vote at any annual or special meeting of the Members of the Owners of the Units comprising the class entitled to vote for the election of such director; provided, (i) that the notice of the meeting at which removal is to be considered states such purpose, (ii) that the director

to be removed has a right to be heard at the meeting, and (iii) that a new director is elected at the meeting to fill the vacant position caused by the removal. A director may also be removed by the Master Board if such director (i) has more than two unexcused absences from Master Board meeting and/or Owners meetings during a twelve month period or (ii) is more than thirty days past due with respect to the payment of assessments or installments thereof on the director's Unit. Any vacancy resulting from removal shall be filled by a vote of the Owners in the class from which the director was elected, subject to the requirements of Section 6.1, 6.2 or 6.3, as applicable.

6.10 Compensation. Except as authorized by a vote of the Members at a meeting thereof, the directors of the Master Association shall receive no compensation from the Master Association for their services in such capacity. A director or an entity in which the director has an interest may, upon approval by the Master Board, be reasonably compensated under a contract for goods and services furnished to the Master Association in a capacity other than as a director; provided (i) that the contract is approved by a majority vote of the Master Board, excluding the interested director, and (ii) that the director's interest is disclosed to the Master Board prior to approval. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

6.11 Fidelity Insurance. Fidelity insurance coverage for unlawful taking of Master Association funds and other dishonest acts shall be obtained and maintained on all directors and officers authorized to handle the Master Association's funds or other monetary assets.

6.12 Master Board Members' Obligations. Master Board members are obligated to conduct the affairs of the Master Association in a prudent manner and to fairly and reasonably represent their respective Owners in conducting the affairs of the Master Association. In doing so, each Master Board member shall discharge the duties of the position (i) in good faith, (ii) in a manner that the director reasonably believes to be in the best interests of the Master Association, and (iii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, as more fully described in Section 515B.3-103(a) of MCIOA and Section 317A.251 of the Minnesota Non-profit Corporation Act.

SECTION 7

OFFICERS

7.1 Principal Officers. The principal officers of the Master Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Master Board. The Master Board may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Master Association. A person may hold more than one office simultaneously, except those of President and Vice President. All officers must be Owners. No person may be President more than three consecutive terms unless unanimously elected by the Master Board. None of the foregoing requirements shall apply during the Master Developer Control Period.

7.2 Election. The officers of the Master Association shall be elected annually by the Master Board at its annual meeting and shall hold office at the pleasure of the Master Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Master Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Master Board, or at any special meeting of the Master Board called for that purpose.

7.4 President. The President shall be the chief executive officer of the Master Association, and shall preside at all meetings of the Master Board and the Master Association. The President shall have all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Master Association. The President shall have such other duties as may from time to time be prescribed by the Master Board.

7.5 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Master Board.

7.6 Secretary. The Secretary shall be responsible for recording the minutes of all meetings of the Master Board and the Master Association. The Secretary shall be responsible for keeping the books and records of the Master Association, and shall give all notices required by the Master Governing Documents or the Act unless directed otherwise by the Master Board. The Master Board may delegate the Secretary's administrative functions to a managing agent; provided that such delegation shall not relieve the Secretary of the ultimate responsibility for the Secretary's duties.

7.7 Treasurer. The Treasurer shall be responsible for the financial operations of the Master Association, and shall be covered by a bond or insurance in such sum and with such companies as the Master Board may require. The Treasurer shall (i) be responsible for keeping the Master Association's financial books, assessment rolls and accounts for each Member; (ii) cause an annual financial report to be prepared, subject to review by the Master Association's accountants; (iii) cause the books of the Master Association to be kept in accordance with generally accepted accounting practices and submit them to the Master Board for its examination upon request; (iv) cause all moneys and other monetary assets of the Master Association to be deposited in the name of or to the credit of the Master Association in depositories designated by the Master Board; (v) cause the proper obligations of the Master Association to be paid when due; and (vi) perform all other duties incident to the office of Treasurer. The Master Board may delegate the Treasurer's administrative functions to a managing agent; provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.

7.8 Compensation. Except as authorized by a vote of the Members at a meeting thereof, officers of the Master Association shall receive no compensation for their services in such capacity. An officer or an entity in which the officer has an interest may be reasonably compensated under a contract for goods and services furnished to the Master Association in a capacity other than as an officer; provided (i) that the contract is approved by a majority vote of the Master Board, excluding the interested party, and (ii) that the officer's interest is disclosed to the Master Board prior to approval. Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

SECTION 8

OPERATION AND ADMINISTRATION

8.1 Transfer of Master Association Powers. Notwithstanding the delegation of all of the powers of any Subassociations to the Master Association, the Master Association has authority to relinquish and assign certain of its powers to one or more Subassociations, in accordance with the following qualifications and procedures:

8.1.1 The Master Association may relinquish to a Subassociation any or all of the powers enumerated in Section 515B.3-102(a) of MCIOA or Section 6 of these Master Bylaws, but only to the extent that the powers relate to the operation and administration of the Subassociation or Subassociation Property in question. A relinquishment of powers under this Section shall not relinquish nor impair any powers of the Master Association to operate and manage its own affairs, the Master Common Elements or the Property as a whole.

8.1.2 The Master Association's powers may only be relinquished by or redelegated to the Master Association (i) upon the approval of the Master Board and the Subassociation Board of the affected class, and (ii) pursuant to a written document specifically describing the powers being relinquished or redelegated, the time period (if any) for which the powers are relinquished or redelegated, and any other limitations on the transfer of the powers. The resolutions of the Master Board and the Subassociation Board in question, and the document memorializing the transfer of powers, shall be executed in a sufficient number of copies such that the Master Association and each affected Subassociation has an executed copy for its corporate records.

8.1.3 Any relinquishment or redelegation of powers under this Section shall only be effective as of the first day of a calendar year so as to avoid adjustment of budgets and other financial planning in mid-year. Notice of the transfer of powers between the Master Association and a Subassociation shall be given to the Owners at least one month in advance of the effective date of the transfer.

8.2 Assessment Procedures. The Master Board appointed by the Master Developer shall determine when the first Assessment is levied and shall levy the Assessment. Thereafter, the Master Board shall annually prepare a budget of Master Common Expenses, including Subassociation Common Expenses, and levy one or more Assessments for such Master Common Expenses among the Units as provided in the Master Governing Documents.

8.2.1 The Master Board shall advise the Members in writing of each Assessment at least thirty days prior to the due date of the Assessment. The failure of the Master Board to timely levy or give notice of an Assessment shall not relieve the Members or Owners of their obligations to continue paying Assessment installments in the amount currently levied, as well as any increases subsequently levied.

8.2.2 The annual budget shall include a general operating reserve, and an adequate reserve fund for maintenance, repair and replacement of any property which the Master Association is obligated to maintain. The Master Association shall furnish copies of each budget on which the Assessment is based to a Member or Owner upon request.

8.2.3 Subject to any limitations contained in the Master Declaration, the Master Board may levy a Special Assessment, class Assessment and Limited Assessment at any time. The levy shall be deemed to occur upon the date specified in the resolution which fixes the Assessment.

8.3 Payment of Assessments. Annual shall be payable in installments due in advance on the first day of the calendar year, month or quarter of the period for which the Assessment is made, as designated by the Master Board. Special Assessments, class Assessments and Assessments levied shall be due and payable as designated by the Master Board. All Owners shall be absolutely and unconditionally obligated to pay the Assessments. No Owner or Occupant shall have any right of withholding, offset or deduction with respect to any Assessment, or late charges or costs of collection, regardless of any claims alleged against the Master Association or its officers or directors. Any such rights or claims alleged by an Owner may be pursued only by separate action.

8.4 Default in Payment of Assessments. If any Owner does not make payment on or before the date when any Assessment or installment thereof is due, subject to such grace periods as may be established, the Master Association may assess, and such Owner shall be obligated to pay, a late charge as provided in the Master Declaration for each such unpaid assessment or installment thereof, together with all expenses, including reasonable attorneys fees, incurred by the Master Board in collecting any such unpaid Assessment.

8.4.1 If there is a default of more than thirty days in payment of any Assessment, the Master Board may accelerate any remaining installments of the Assessment upon prior written notice thereof to the Owner, and the entire unpaid balance of the Assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, including late charges, costs of collection and fines, are paid prior to said date.

8.4.2 The Master Board shall use its best efforts to recover all Assessments on behalf of the Master Association, together with any charges, attorneys' fees or expenses relating to the collection thereof. In addition, the Master Board shall use its best efforts to recover all collection or contingency fees or costs charged to the Master Association by a collection agency or other Person acting on behalf of the Master Association in collecting any delinquent amounts owed to the Master Association by an Owner or Occupant.

8.4.3 The rights and remedies referred to herein shall in no way limit the remedies available to the Master Association under the Master Governing Documents or by-law.

8.5 Foreclosure of Liens for Unpaid Assessments. The Master Association has the right to foreclose a lien against a Unit for Assessments imposed by the Master Association as more fully described in the Declaration.

8.6 Records. The Master Board shall cause to be kept at the registered office of the Master Association, and at such other place as the Master Board may determine, records of the actions of the Master Board, minutes of the meetings of the Master Board, minutes of the meetings of the Members of the Master Association, names of the Members, and detailed and accurate records of the receipts and expenditures of the Master Association. With the exception of records that may be privileged information, all Master Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Members or Owners for proper purposes, upon reasonable notice and during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the Assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid.

8.7 Enforcement of Obligations. All Owners and Occupants, and their guests, and the Subassociations, are obligated and bound to comply with the Master Governing Documents, the Subassociation Governing Documents, the Master Rules and the Subassociation Rules. The Master Association may impose any or all of the charges and remedies authorized by the Master Governing Documents, the Subassociation Governing Documents, the Master Rules or the Subassociation Rules or by law to enforce and implement its rights and to otherwise enable it to manage and operate the Master Association. The Subassociations shall affirmatively cooperate with and assist the Master Association in its enforcement efforts, upon request.

8.8 Subassociation's Responsibility and Relationship to Master Association. Each Subassociation shall conduct its affairs in accordance with its Subassociation Governing Documents and the Master Governing Documents. Each Subassociation shall cooperate to ensure (i) that decisions of the Master Board are properly communicated to Owners and Occupants of Units in its subassociation class, (ii) that Master Board decisions are promptly implemented, and (iii) that the bona fide concerns of its Subassociation members are communicated to the Master Board.

SECTION 9

AMENDMENTS

These Bylaws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions:

9.1 Approval. The amendment must be approved by a majority of the total votes in the Association; provided, that any amendment which changes (i) the voting rights, number or terms of office of directors, (ii) the number of directors elected by the Owners of Units of each class or (iii) any other material class rights or obligations, shall also require approval by a majority of the total votes in each affected class. In addition to and without limiting the foregoing, (i) any amendment prior to expiration of the Master Developer's right to appoint all of the members of the Master Board, or (ii) any amendment affecting the Master Developer's right to appoint one non-voting director, or the rights of that director, must be approved in writing by the Master Developer or its designee.

9.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. mail, or hand delivered, to all Members.

9.3 Effective Date. The amendment shall be effective on the date that the required approvals are received. The amendment need not be recorded.

SECTION 10

INDEMNIFICATION

The Master Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Master Association, pursuant to the provisions of Minnesota Statutes 317A.521.

SECTION 11

MISCELLANEOUS

11.1 Notices. Unless specifically provided otherwise in the Act, the Master Declaration or these Bylaws, all notices required to be given by or to the Master Association, the Master Board, the Master Association officers, the Subassociations, the Members or the Owners shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, to the address of the intended recipient as listed in the records of the Master Association.

11.2 Severability. The invalidity or unenforceability of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

11.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these Bylaws or the intent of any provision hereof.

11.4 Conflicts in Documents. In the event of any conflict among the provisions of the Master Declaration, Master Bylaws and Master Rules, the Master Declaration shall control, and as between the Master Bylaws and the Master Rules, the Master Bylaws shall control. The Master Governing Documents shall control as against any Subassociation Governing Documents or Subassociation Rules.

11.5 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.6 No Corporate Seal. The Master Association shall have no corporate seal.

11.7 Fiscal Year. The fiscal year of the Master Association shall be as determined by the Master Board of Directors.

The undersigned certifies that these Bylaws are adopted by the Master Board of Clover Field Community Association, a Minnesota nonprofit corporation, effective as of the date hereof.

Dated: 5/15/2002

Mary J. [Signature]
Secretary
Clover Field Community Association

**FIRST AMENDMENT TO BYLAWS
OF
CLOVER FIELD COMMUNITY ASSOCIATION**

This First Amendment to Bylaws (the "Amendment") is made on the date executed below by Clover Field Community Association (the "Association"), with the approval of the Members of the Association in accordance with the requirements of the Original Bylaws (defined below).

WHEREAS, the Bylaws of the Association (the "Original Bylaws") were executed on _____, 2002; and

WHEREAS, the Association and the members thereof desire to amend the Original Bylaws in accordance with this Amendment.

THEREFORE, the Association, with the approval of the members of the Association, including approval of the members of any Subassociation in existence on the date hereof, and the approval of the Master Developer, hereby approves the following Amendments:

1. Section 6.1.2 of the Original Bylaws shall be restated in its entirety to read as follows:

"6.1.2 Upon the expiration of the terms of the members of the first Master Board, the Master Board shall have seven voting directors, divided into three classes of directors as described in Section 6.1.2.1, 6.1.2.2 and 6.1.2.3, and may have one non-voting director appointed by the Master Developer (at the Master Developer's option). The directors elected by each class of Owners, as described in Section 6.1.2.1, 6.1.2.2 and 6.1.2.3 shall be a separate class of directors under Section 515B.3-103 of the Act. The election and qualification of directors shall be subject to the following requirements:

6.1.2.1 The Owners of Units in the Detached Homes Class (as defined in the Master Declaration) shall be entitled to nominate and elect three directors, who shall be Owners of Units in the Detached Homes Class.

6.1.2.2 The Owners of Units in the Single-Style Building Class (as defined in the Master Declaration) shall be entitled to nominate and elect two directors, who shall be Owners of Units in the Single-Style Building Class.

6.1.2.3 The Owners of Units in the Multi-Style Building Class (as defined in the Master

Declaration) shall be entitled to nominate and elect two directors, who shall be Owners of Units in the Multi-Style Building Class.

6.1.2.4 The Master Developer may, but is not obligated to, appoint one non-voting director to the Master Board. Said right of appointment may be exercised continuously or intermittently, may be assigned to an affiliate of the Master Developer, and shall expire ten years after the date of recording of the Master Declaration. When the right to appoint the non-voting director expires or is voluntarily surrendered in writing by the Master Developer, the director shall not be replaced.

6.1.2.5 No Owner may serve as a director simultaneously with another Owner of the same Unit."

2. Section 6.2.1(iii) of the Original Bylaws shall be restated in its entirety to read as follows:

"(iii) The date ten years following the date of recording of the Master Declaration."

3. Section 6.4.2 of the Original Bylaws shall be restated in its entirety to read as follows:

"6.4.2 Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect Assessments, including but not limited to Annual Assessments, Special Assessments, Building Class Assessments, Subassociation Assessments and Limited Assessments, for Master Expenses, with consideration, at the Master Board's discretion, to such budgets and comments relating to a Building Class Assessment offered by the class of directors elected by the Owners of Units in the Building Class or any special committee appointed by the Owners of Units of a Building Class."

4. Section 8.2.3 of the Original Bylaws shall be restated in its entirety to read as follows:

"8.2.3 Subject to any limitations contained in the Master Declaration, the Master Board shall annually approve a Master Association budget and shall allocate and levy an Annual Assessment, a Building Class Assessment and a Subassociation Assessment. Special Assessments and Limited Assessments may

5. Section 8.3 of the Original Bylaws shall be restated in its entirety to read as follows:

Except as amended or modified by this Amendment, the Original Bylaws shall remain in full force and effect.

CLOVER FIELD COMMUNITY ASSOCIATION

[illegible]

Notary Public

CONSENT OF MASTER DEVELOPER

The foregoing First Amendment to Bylaws of Clover Field Community Association is hereby approved by the undersigned, the Master Developer.

MASTER DEVELOPER:
CLOVER FIELD HOMES, LLC, a Minnesota
limited liability company

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2002, by _____, the _____ of Clover Field Homes, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)
225 South Sixth Street, Suite 4200
Minneapolis, MN 55402
(612) 373-8420

**CLOVER FIELD
DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, Chaska Investment Limited Partnership, a Minnesota limited partnership, 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, Chaska Investment Limited Partnership and The Jonathan Association, do hereby impose certain development standards, covenants, conditions and restrictions on the Property; and

WHEREAS, the Property is encumbered by a mortgage;

NOW, THEREFORE, Chaska Investment Limited Partnership 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 any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

Section 1.01. "Association" shall mean and refer to The Jonathan Association, its successors and assigns.

Section 1.02. "Developer" shall mean and refer to Chaska Investment Limited Partnership

Section 1.03. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Property or any portion thereof subject to the Declaration, but shall not mean or refer to the mortgagee of any such property unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within which the fee owner may redeem from such foreclosure has terminated. Where any such property is being sold to a contract vendee who is entitled to possession of the property, the contract vendee and not the vendor shall be considered the "Owner" of the property upon the furnishing of a copy of the executed Contract for Deed to the Association.

Section 1.04. "Property" shall mean all of the real property submitted to this Declaration as described on Exhibit A, including the Dwellings and all other structures and improvements located thereon.

Section 1.05. "Common Properties" shall mean all real property (including the improvements thereto) owned or to be owned by the Association for the common use and enjoyment of the Owners.

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.

Section 1.10. "Declarant" shall mean Chaska Investment Limited Partnership or its assigns.

Section 1.11. "Dwelling" shall mean a building or portion thereof, consisting of one or more floors designed and intended for occupancy for residential purposes and located within the boundaries of a Lot. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot or legal description in which the Dwelling is located.

Other terms shall have the meanings attributed to them herein.

ARTICLE II.

PERMITTED USES

Section 2.01. Residential Purpose. No Lot shall be used except for residential purposes. Garages shall have a maximum of three garage stalls.

Section 2.02. Division of Lot. No Lot shall be subdivided or split by any means whatsoever into any greater number of Lots, nor into any parcel or parcels of smaller size without the express written consent of the Association.

Section 2.03. Enjoyment of Property. Any Owner may delegate, in accordance with the By-Laws of the Association his right of enjoyment to the Common Properties to the members of his family, or his tenants.

Section 2.04. Offensive Activities. No noxious or offensive activities shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or to the Association.

Section 2.05. Compliance. All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska or other governmental agencies. 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/exterior 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.

Section 2.11. Utility Meters. All utility meters, located on the exterior of a building, shall be concealed from view from off the Lot or architecturally treated to blend with a building.

Section 2.12. Receptacles. No trash or debris shall be left on any portion of the Property except in approved containers. No trash receptacles, or incinerators, or garbage cans shall be located outside of a building unless completely screened from view.

Section 2.13. Utilities. All buildings shall be served by underground utility distribution facilities. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities.

Section 2.14. Parking. Unless modified by written policy of the Association through a two-thirds vote of the Association Board of Directors, the following storage and parking restrictions apply upon the Property:

- (a) The storage or parking of "Winter Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from November 1 through March 31.
- (b) The storage or parking of "Summer Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from April 1 through November 1.
- (c) The storage or parking of "All Season" vehicles is only allowed upon the driveway of the Lot and is allowed all year.

For purposes of this section, the following definitions apply:

- (a) "Winter Season" vehicles are defined as snowmobiles and any trailer upon which they are stored or transported.
- (b) "Summer Season" vehicles are defined as all boats (motorized or non-motorized including sailboats, pontoon boats and houseboats), canoes, rafts, 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 less than twenty (20) feet in length.

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 vehicle twenty 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.

Section 3.02. Fences, Animal Enclosures and Storage Structures. Fences are allowed if approved by the Developer and the Association as part of the original construction of the dwellings on the property. No fence may be added, modified or expanded after the Certificate of Occupancy has issued for the affected lot. No animal enclosure, or storage structure shall be erected on the Property. The Association may modify its prohibition/control of fences, animal enclosures and storage structures by a two-thirds vote of the Board of Directors. If the Association does modify its policies controlling fences, animal enclosures and storage structures, such approval or the refusal to grant approval shall be based upon the written policy of the Association in existence at the time of the written application for such approval.

Section 3.03. Maintenance.

- (a) Maintenance of the Lot. The Lot and improvements thereon shall be maintained in a state of good order and repair by the Owner thereof or the association to which Owner belongs. In the event any Owner of a Lot, entitled and required to belong to the Association or the association to which Owner belongs, shall fail to maintain the Lot and improvements, the Board of Directors of 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 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.

- (b) Maintenance of the Common Properties. The Association shall provide for all maintenance and repair of the Common Properties.

ARTICLE IV.

PLAN APPROVAL

Section 4.01. 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. All future changes in exterior paint color/exterior siding color must also receive prior Association approval. 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 to meet (i) the Criteria for Standards, (ii) the standards contained herein, (iii) standards as to plans required to be submitted, (iv) standards as to compatibility with existing structures, and (v) standards of appropriateness of any structure, exterior design, construction materials, size of improvements, or color scheme thereof, shall be grounds for the Association's reasonable disapproval of any such plans. Failure of the Association to send written notice of disapproval of 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 the Association, be carried on with dispatch and completed within one (1) year from initiation. Upon completion thereof, the Lot shall be promptly landscaped.

Section 4.02. All improvements shall be constructed in conformity with this Declaration, the then existing building codes and other applicable codes, ordinances and regulations of the City of Chaska.

Section 4.03. Minimum Building Standards.

- (a) Structures erected or placed on any Lot must be in harmony with the residence in respect to workmanship, materials and external design.
- (b) No structure shall be erected or placed nearer to the front lot line, or nearer to a side street line, or nearer to the rear lot line than permitted by the City of Chaska as of the date hereof. For the purpose of this restriction, eaves, steps and open porches shall not be considered a part of a Dwelling; provided, however, that this shall not be construed to permit any portion of the Dwelling on any Lot to encroach upon other residential Lots.
- (c) The entire Lot area between rear lot line and the public street shall be seeded or sodded within sixty (60) days of occupancy, or in the event of inclement weather, as soon thereafter as reasonably possible.

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.

ARTICLE VI.

COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

If any structure or improvement is begun after approval of the plans therefor as provided in Article IV hereof and is not completed in accordance with the approved plans within one (1) year after the commencement of said construction the Association, 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 Lot harmonious with other Lots and the amount of any expenditure made in so doing shall be the personal, joint and several obligation of the Owner or Owners of the Lot involved, as the case may be, and shall be a lien on the Property and enforceable as set forth in Article VIII.

ARTICLE VII.

COMMON PROPERTIES

Every Owner and tenants of the Owner occupying a Dwelling shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot 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 situated upon the Common Properties.
- (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 the Owner's Lot 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 Properties.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Properties 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 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 herein to the contrary, the Developer shall not have any liability to the Association or to any other party for any annual assessments or charges and/or special assessments for capital

improvements, it being specifically understood that the annual and special assessments shall not be imposed against any Lot until a Dwelling has been constructed thereon, a certificate of occupancy issued therefor, and such Lot and Dwelling have been sold and conveyed by the Developer to the Owner.

Section 8.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Properties.

Section 8.03. Maximum Annual Assessments. The maximum annual assessment for 2001 shall be \$193.00 per Lot or per rental unit in a Multiple Dwelling.

- (a) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 8.04. Special Assessments for Capital Improvements. 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 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 (½) 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 a 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. 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 Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8.08. Effect of Nonpayment of Assessments; Remedies of the Association.

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. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. Such assessment, together with interest thereon at eight percent (8%) per annum, plus all costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 8.09. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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 recovery of delinquent assessments, the Association shall further be entitled to recover all costs of the action, including without limitation interest on the delinquent amount at the rate of eight percent (8%) per annum and reasonable attorneys' fees.

Section 9.02. 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.

Section 9.03. 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.

Section 9.04. Any party to a proceeding who succeeds in enforcing a Standard or lien or enjoining the violation of a Standard against an Owner may be awarded a reasonable attorneys' fee against such 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.

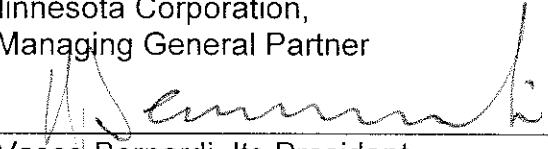
Section 9.05. No violation of any of these standards shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any property subject hereto; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these standards as fully as any other Owner of any Lot subject hereto.

Section 9.06. The Association by a two-thirds (2/3) vote of the Association Board of Directors may grant variances from the strict application of the provisions of the standards set forth whereby reason of extraordinary and exceptional conditions of any property or circumstances the strict application of any standard would result in peculiar and practical difficulties or exceptional or undue hardship upon the Owner of any property, provided any such variance shall meet the Criteria for Standards provided for herein.

IN WITNESS WHEREOF, Chaska Investment Limited Partnership, has caused these presents to be signed by its general partners this 12th day of SEPTEMBER, 2001.

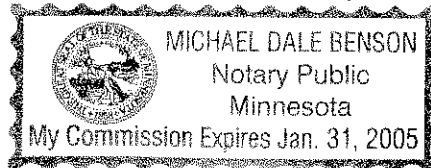
Chaska Investment Limited Partnership,
a Minnesota Limited Partnership,

By: Primac Corporation,
a Minnesota Corporation,
Its Managing General Partner

By: 
Vasco Bernardi, Its President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 12TH day of SEPTEMBER, 2001, by Vasco Bernardi, the President of Primac Corporation, a Minnesota Corporation and the managing general partner of Chaska Investment Limited Partnership, a Minnesota Limited Partnership.



Michael D. Benson
Notary Public

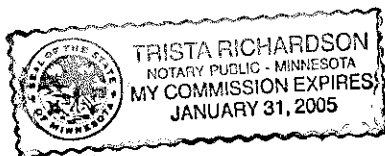
The foregoing standards, covenants and restrictions are hereby approved and accepted by The Jonathan Association.

The Jonathan Association

By: Gregory A. Kummer
Gregory Kummer

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 12TH day of SEPTEMBER, 2001, by Gregory Kummer, the President of The Jonathan Association, on behalf of said association.



Trista Richardson
Notary Public

CONSENT OF WELLS FARGO BANK, N.A.

Wells Fargo Bank, N.A., does hereby consent to this Declaration of Development Standards, Covenants, Conditions and Restrictions.

WELLS FARGO BANK, N.A.

By Edmund
Its Vice President

[illegible]

The foregoing instrument was acknowledged before me this 13th day of SEPTEMBER, 2001, by EDWARD SCHOENECKER, the VICE PRESIDENT of Wells Fargo Bank, N.A.

Notary Public

This Instrument Drafted By:
Thomsen & Nybeck, P.A.
Edinborough Corporate Center East
Suite 600, 3300 Edinborough Way
Edina, Minnesota 55435-5962
Telephone: (952) 835-7000

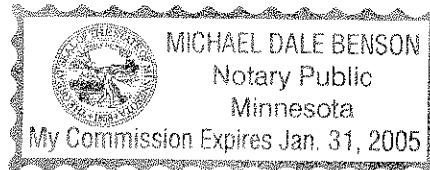


EXHIBIT "A"

All lots and outlots, except outlot F, within the plat known as
Clover Field, Carver County, Minnesota,