

ASPEN OAK  
ART'S

7 RECORD

# 15857

AMENDMENT OF  
JONATHAN DEVELOPMENT CORPORATION  
MULTIPLE FAMILY RESIDENTIAL STANDARDS

THIS AMENDMENT, made and entered into as of this 30th day of August, 1971, by and between JONATHAN HOUSING CORPORATION, a Minnesota corporation, and JONATHAN DEVELOPMENT CORPORATION, a Minnesota corporation, with respect to certain land situate in the County of Carver, State of Minnesota, and legally described as Tract G, Registered Land Survey No. 39, files of the Registrar of Titles, Carver County, Minnesota (hereinafter referred to as the "Subject Property").

WITNESSETH THAT:

WHEREAS, the Subject Property is subject to certain Multiple Family Residential Standards executed and filed by Jonathan Development Corporation and Jonathan Housing Corporation, dated September 25, 1969 and registered November 12, 1970 in the office of the Carver County Registrar of Titles as Document No. 14924; and

WHEREAS, said corporations desire to amend said Multiple Family Residential Standards;

NOW THEREFORE, The undersigned hereby amend those certain Jonathan Development Corporation Multiple Family Residential Standards dated September 25, 1969 and registered November 12, 1970 in the office of the Carver County Registrar of Titles as Document No. 14924, by deleting all provisions thereof in their entirety and by substituting in lieu thereof the Jonathan Development Corporation Multiple Dwelling Residential Standards, Covenants, Conditions and Restrictions attached hereto as Exhibit I and made a part hereof.

IN TESTIMONY WHEREOF, Jonathan Housing Corporation and Jonathan Development Corporation have caused these presents to be executed in their corporate names as of the day and year first above written.

In Presence of:

Jean Long  
Mary Ann Kattka

JONATHAN HOUSING CORPORATION

By [Signature]  
Its TRASURER

And [Signature]  
Its RESIDENT

EXHIBIT I

JONATHAN DEVELOPMENT CORPORATION  
MULTIPLE DWELLING  
RESIDENTIAL STANDARDS, COVENANTS,  
CONDITIONS AND RESTRICTIONS

The JONATHAN DEVELOPMENT CORPORATION, Declarant, (as defined in Section I hereof and sometimes referred to as "JONATHAN") is desirous of establishing certain minimum standards for the development of the multiple residential development or developments located in Carver County, Minnesota, described in Exhibit A attached hereto and made a part hereof, to insure proper use and appropriate development and improvement of such multiple dwelling development so as to:

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

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

NOW, THEREFORE, JONATHAN DEVELOPMENT CORPORATION, a Minnesota corporation, Declarant, hereby declares that the land described in Exhibit A hereto shall be, held, sold, conveyed and developed in accord with the following standards and guide lines, in line with the aforementioned Criteria for Standards and subject to the following easements, restrictions, covenants and conditions which shall apply to each and every part and parcel thereof and shall apply to and bind each and every successor in interest thereof, and are imposed upon said premises as a servitude in favor of JONATHAN and the Jonathan Association, as defined in Section I hereof, for the benefit of the property described in Exhibit A attached hereto and each owner of any land therein and for the benefit of the entire Jonathan Development, as defined in Section XIII hereof, and are as follows:

Subsection 10. "Declarations" 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 Properties as the same may be amended from time to time as therein and herein provided.

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

Other terms shall have the meanings attributed to them herein.

#### Section II - Permitted Uses

- (a) No Site shall be used except for residential purposes; no buildings shall be commenced, erected, altered, placed or permitted to remain on any property subject hereto other than multiple dwelling buildings not to exceed three stories in height. Each Living Unit shall have on site parking spaces, including garages, if any, to accommodate at least two cars for each such unit.
- (b) Any Owner may delegate, in accordance with the By-Laws of the Association his right of enjoyment to the Common Areas to the members of his family, or his tenants.
- (c) No noxious or offensive activities shall be conducted on any property subject hereto, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or to JONATHAN.
- (d) All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska. Said regulations shall govern if inconsistent herewith to the extent actually inconsistent. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said regulations.
- (e) No sign shall be placed on any property subject hereto, except that normal and customary rental signs or "for sale" signs may be placed on any property if approved by JONATHAN as long as it has Class "B" votes as herein after defined and by the Association thereafter. Such consent shall not be unreasonably withheld.
- (f) No birds, animals or insects shall be kept on any property subject hereto except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purpose.
- (g) No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on any property subject hereto at any time as a residence, either temporarily or permanently.
- (h) No exterior tower or antenna of any kind shall be constructed, maintained, or permitted to remain on any property subject hereto. All on site utility connection facilities and services shall be underground.
- (i) No objectionable trees or shrubbery, such as cottonwood and box elder trees, shall be planted or permitted to remain on any property subject hereto.

scheme thereof, shall be grounds for JONATHAN'S or the Association's, whichever then has authority, reasonable disapproval of any such plans. Failure of JONATHAN or the Association, whichever has authority therefor at the time in question, to disapprove any plans within sixty (60) days after submission of said plans to it shall be deemed to be approved thereof. All construction work shall, upon approval of plans by JONATHAN or the Association, whichever has authority therefor at the time in question, be carried on with dispatch and upon completion thereof, the property shall be promptly landscaped.

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

#### Section V - Homeowners Association

JONATHAN has incorporated as a non-profit corporation The Jonathan Association in which all Living Unit owners are entitled and required to be members. There shall be no other qualification for membership and no costs in connection therewith except as set forth in Section VIII hereof. The Association shall have two classes of voting membership:

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

These rights shall only be exercised by JONATHAN to the extent consistent with the said agreements and as long as they are in full force and effect and JONATHAN controls the Jonathan Development as defined in ARTICLE XXIII hereof. The Association shall comply with the terms of the above described agreements and shall have the primary obligation therefore as to the Common Areas. The rights herein granted shall apply whether or not JONATHAN shall at the time in question have Class B membership in the Association.

Section VI - Completion of Construction of Improvements

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

- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless assented to by two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting or meetings duly called for this purpose. Notice of such meeting or meetings shall be given and the required quorum shall be determined in the same manner as provided in Section VIII, Subsection 5. The rights of the Association contained in this subsection (c) shall be in addition to and shall in no way limit the rights granted to JONATHAN in this Section VII.
- (d) The Association shall have the right to lease portions of the Common Areas to commercial recreational developers for the purpose of providing recreational facilities or services or both to members provided that the net income from any said lease shall be applied to developing and maintaining the Common Areas in the Jonathan Development.

Section VIII - Maintenance Expenditures and Assessments

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

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

of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called subject to the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Subsection 6. Both Annual Assessments and Special Assessments shall be assessed on a uniform basis for all Living Units and may be collected on the monthly, quarterly, semi-annually or annually basis as shall be determined by the Board of Directors of the Association. The Assessments shall be considered to have been made on a uniform basis if based on the assessor's value of each Living Unit including improvements thereon or on a per Living Unit basis with each Site presumed to be benefited equally.

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

Subsection 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his property.

#### Section IX - Enforcement

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

Standards relating to race, color, religion, sex or national origin which is inconsistent with this Section X is recognized as being illegal and void and is specifically disclaimed.

Section XI - Advertising

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

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

Section XII - Enforcement of Sections X and XI

JONATHAN shall be deemed a beneficiary of the covenants contained in Sections X and XI hereof, and the United States shall be deemed a beneficiary of these covenants and these covenants shall run in favor of JONATHAN or the United States for the entire period during which these covenants relate. As such a beneficiary, JONATHAN or the United States, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of these covenants may be entitled.



EXHIBIT B

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

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

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

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

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

Doc. # 15857  
In. # 3380

CERTIFICATE NUMBER 6589

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STATE OF MINNESOTA

OFFICE OF THE REGISTER OF TITLES

is to certify that the within instrument

was filed in this office at Chaska, on the

13 day of Sept A. D. 1871

Charles J. Johnson

Registrar of Titles