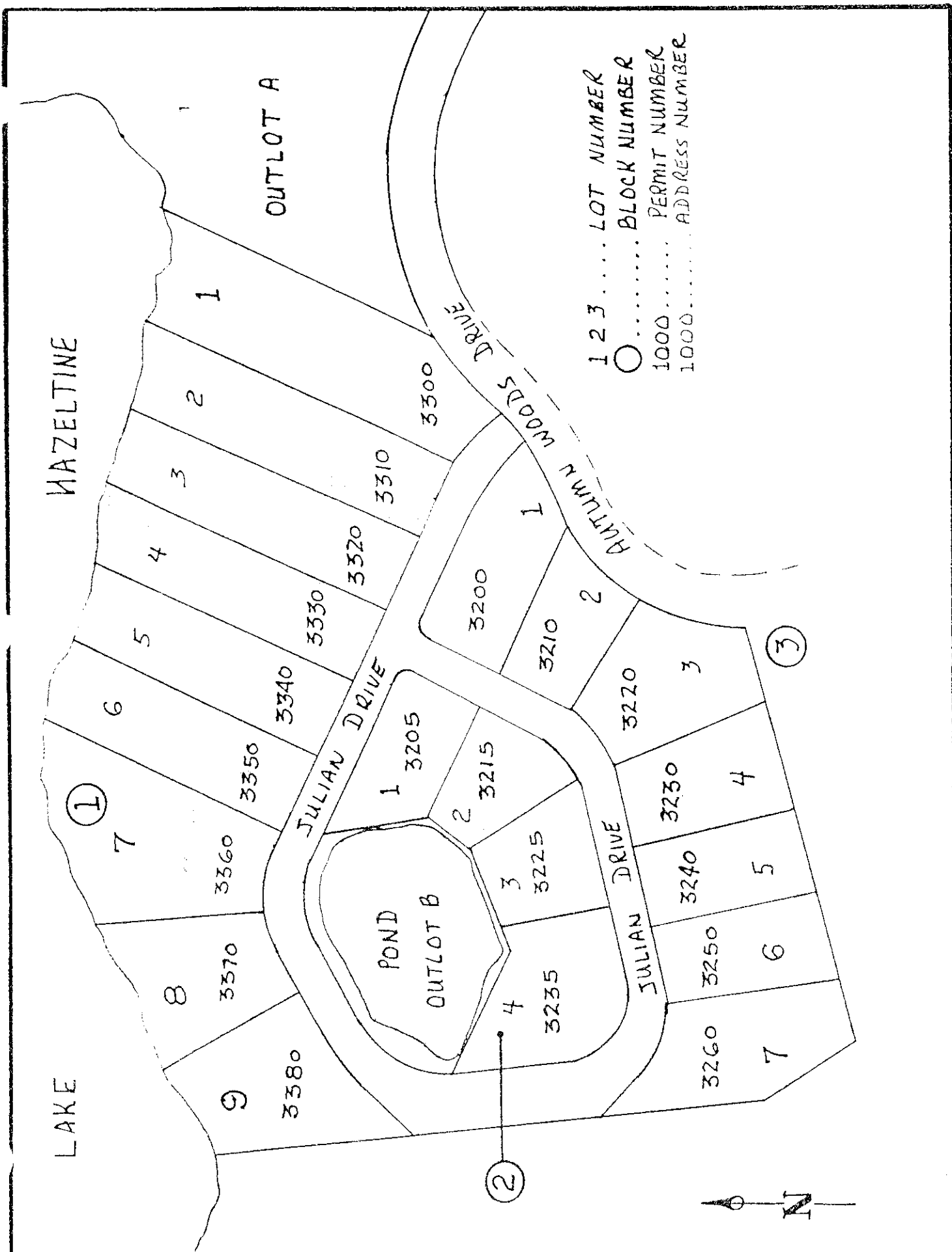


AUTUMN WOODS NORTH



*Autumn Woods
North*

**DECLARATION OF SINGLE FAMILY RESIDENTIAL
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; and

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 single family residential development standards, covenants, conditions and restrictions on the real estate described on Exhibit A attached hereto;

NOW, THEREFORE, Chaska Investment Limited Partnership and The Jonathan Association do hereby declare that the properties described herein 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 real property and be binding on all parties having any right, title or interest in the described properties 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. "Owner" shall mean and refer to the record owner (excluding Developer), whether one or more persons or entities, of the fee simple title to any lot subject to the Declaration, but shall not mean or refer to the mortgagee of any such lot 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 lot is being sold by the Developer or subsequent fee owners to a contract vendee who is entitled to possession of the lot, the contract vendee shall be considered the "Owner" of the lot upon furnishing a copy of the executed Contract for Deed to the Association.

Section 1.03. "Properties" shall mean and refer to that certain real property described in the first "Whereas" paragraph of page 1 of this Declaration.

Section 1.04. "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 1.05. "Lot" shall mean and refer to any plot of land shown upon any recorded plat of the Properties with the exception of the Common Properties.

Section 1.06. "Building Site", as used herein, shall consist of one or more platted lots or one platted lot and portions of adjacent platted lots which are owned by the same party or parties, upon which a single family dwelling is to be erected.

Section 1.07. "Developer" shall mean and refer to Chaska Investment Limited Partnership, a Minnesota Limited Partnership.

ARTICLE II.

PERMITTED USES

Section 2.01. No Lot or Building Site shall be used except for a residential purpose. No building shall be erected, altered, placed or permitted to remain on any Lot or Building Site other than one detached single family dwelling unit with one private garage, attached or detached, for not less than two cars nor more than three cars. There shall be no structure of a temporary character erected on a Building Site.

Section 2.02. All utility meters, located on the exterior of the building, shall be concealed from view from off the site or architecturally treated to blend with the building.

Section 2.03. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance.

Section 2.04. No trash or debris shall be left on any site except in approved containers. No trash receptacles, or incinerators, or garbage cans shall be located outside of a building unless completely screened from view from off the site.

Section 2.05. All sites 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. The grade or contour of the land above said facilities shall not be substantially increased, decreased or otherwise changed or altered after installation of the underground utility system without the written consent of the utility company providing such service.

Section 2.06. Drainage and utility easements are hereby designated as shown on the plat. No building shall be placed over this easement. All final Lot grading shall conform to the grading plan as approved by the City of Chaska. Basement elevations and foundation back-fill elevations shall comply with the grading plan approved by the City of Chaska.

Section 2.07. All uses shall comply with the zoning and environmental 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 2.08. No sign shall be placed on any site except that one "for sale" sign may be placed on any site.

Section 2.09. No birds, animals or insects shall be kept on any Lot except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 2.10. No exterior tower, antenna, or satellite dish of any kind shall be constructed, maintained, or permitted to remain on any site.

Section 2.11. Parking. Unless modified by written policy of the Association 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 Property 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 Property 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 Property 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.

In addition, no abandoned vehicles shall be parked on any Site or appurtenant street for a period longer than 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 72 consecutive hours shall be presumed to be an abandoned vehicle.

Section 2.12. Home Industry. No profession or home industry shall be conducted in or on any Site 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 Site 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.

Section 2.13. 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 2.14. Fences, Animal Enclosures and Storage Structures. No fence, animal enclosure, or storage structure shall be erected without prior written approval of the Association. 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 2.15. All buildings shall be maintained in a state of good order and repair and all other Building Site areas shall be properly maintained at all times. If an Owner fails to perform such maintenance, the Association, after approval by two-thirds (2/3) vote of its Board of Directors, shall have the right, through its agents and employees, to enter upon said site and to repair, maintain, and restore the Building Site and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance and repairs shall be added to and become part of the assessment to which such Building Site is subject.

Section 2.16. All else herein notwithstanding, any site may be used for a model home with customary development signs during the development period of the Properties.

ARTICLE III.

PLAN APPROVAL

Section 3.01. No building shall be erected or placed on any Lot until the construction plans and specifications and a plan showing the location of the structure (herein "Plans") shall have been approved in writing by the Developer, or its assignee, as to conformity in which the "Standards" as defined herein. Notwithstanding such approval or nonapproval by the Developer, neither the Developer nor any of its agents, officers or assigns shall be

liable to anyone for any damages suffered by reasons of any mistake of judgment, negligence or inadequacy of such plans; and, by submitting plans all parties agree that they will not bring any action or suit to recover for any damages against Developer. Developer will not unreasonably withhold consent to the Plans. If Developer or its assignee, fail to approve or disapprove the plans within thirty (30) days after the plans have been submitted to them or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

Section 3.02. After a Certificate of Occupancy has been issued, no improvement or construction which has not previously been approved by Developer pursuant to the previous paragraph shall be commenced or exteriorly altered (excluding normal staining or repainting of the same color) nor any substantial landscape work done on any Building Site until plans and specifications as the Association may reasonably request, including (if applicable) elevations, a plat showing the location of such improvement on the particular Building Site, including general landscape plans, have been submitted to and approved in writing by the Association, as to fulfilling the Standards. Provided, however, that the Association shall not be liable to anyone in damages who has submitted plans for approval or to any Owner 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, whichever has authority therefor at the time in question, for approval, by submitting such plans, and any person when he becomes an Owner agrees that he or it

will not bring any action or suit to recover for any such damages against the Association. The Association shall not unreasonably withhold approval of any plans submitted pursuant to this section. Failure of the Association to disapprove any plans within sixty (60) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon approval of plans by the Association, be carried on with dispatch and upon completion thereof, the site shall be promptly landscaped if necessary.

Section 3.03. As used in this Article III, the term "Standards" is defined to include the following goals, 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 Properties;
- (d) to encourage the erection of attractive buildings appropriately located to foster a harmonious appearance and function;
- (e) to provide adequate set backs, and off-street parking;
- (f) to comply with all terms and use restrictions contained herein;
- (g) to ensure compatibility with existing structures; and
- (h) to ensure appropriateness of any structure, exterior design, construction materials, size of improvement, or color scheme thereof.

ARTICLE IV.

PROPERTY RIGHTS

Section 4.01. Owner's Easements of Enjoyment. Every Owner 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 suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (b) 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 an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 4.02. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Properties and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE V.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 5.01. Each Owner of a Lot which is subject to assessment by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of such Lot.

Each Owner shall be entitled to one vote for each Lot owned by him or her. When more than one person owns any Lot, all such persons shall be members, but shall jointly be entitled to one vote. 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 any Lot.

ARTICLE VI.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner (except the Developer), 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 property 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. 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 single family 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 6.02. 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 6.03. Maximum Annual Assessments. The maximum annual assessment for 1987 shall be \$109.00 per Building Site.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, 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) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, 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 6.04. 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 6.05. Notice and Quorum for any Action Authorized under Sections 6.03 and 6.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.03 or 6.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required

quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6.07. 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 6.08. 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 property 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 6.09. 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 VII.

GENERAL PROVISIONS

Section 7.01. Enforcement. The Association shall have the sole and exclusive right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 7.03. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from

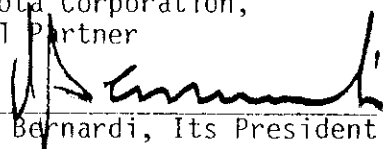
the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Developer and the Association through its authorized officers during the period Developer owns any Lots making up the Properties as herein defined; provided, however, when Developer has sold all the Lots to Owners as defined herein, this Declaration may be amended by an instrument signed by the Association through its authorized officers and two-thirds (2/3) of the Owners of said Properties. Any amendment must be recorded.

IN WITNESS WHEREOF, Chaska Investment Limited Partnership, a Minnesota Limited Partnership, has caused these presents to be signed by its partners this 31st day of AUGUST, 1987.

Chaska Investment Limited Partnership,
a Minnesota Limited Partnership,


By: Chaska Investment Company,
a Minnesota General Partnership,
Its General Partner

By: Columbia Investment Corporation,
a Minnesota Corporation,
A General Partner

By: 
Vasco Bernardi, Its President

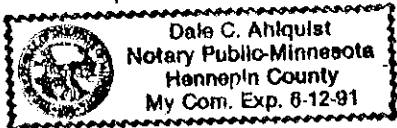
By: Kellogg II Co.,
a Minnesota General Partnership,
A General Partner

By: Sentinel Management Company,
a Minnesota Corporation,
A General Partner

By: 
ELIO MONTERMINI, Its Vice-President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

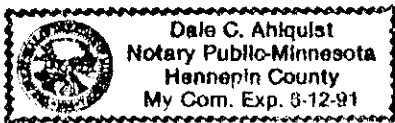
The foregoing instrument was acknowledged before me, a Notary Public, on this 31st day of AUGUST, 1987, by Vasco Bernardi, the President of Columbia Investment Corporation, a Minnesota Corporation and a general partner of Chaska Investment Company, a Minnesota General Partnership and the general partner of Chaska Investment Limited Partnership, a Minnesota Limited Partnership.



[Signature]
Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 31st day of AUGUST, 1987, by ELIO MONTERMINI, the Vice-President of Sentinel Management Company, a Minnesota Corporation and a general partner of Kellogg II Co., a Minnesota General Partnership and a general partner of Chaska Investment Company, a Minnesota General Partnership and the general partner of Chaska Investment Limited Partnership, a Minnesota Limited Partnership.



[Signature]
Notary Public

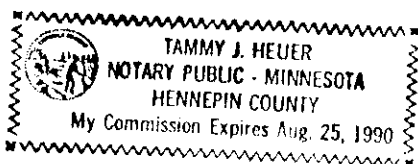
The foregoing standards, covenants and restrictions are hereby approved and accepted by The Jonathan Association.

Dated: July 30, 1987

By: [Signature]
Its [Signature]
President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 30th day of July, 1987, by Marsh J. Halberg, the President of The Jonathan Association.



[Signature]
Notary Public

This instrument drafted by:

CHASKA INVESTMENT LIMITED PARTNERSHIP

**CHASKA INVESTMENT LTD. PARTNERSHIP
7401 METRO BLVD. #315
EDINA, MN 55435**

EXHIBIT A

Lots 1-9, Block 1; Lots 1-4, Block 2; Lots 1-7, Block 3
AUTUMN WOODS NORTH, according to the plat thereof on file and of record
in the office of the Recorder, Carver County, Minnesota.