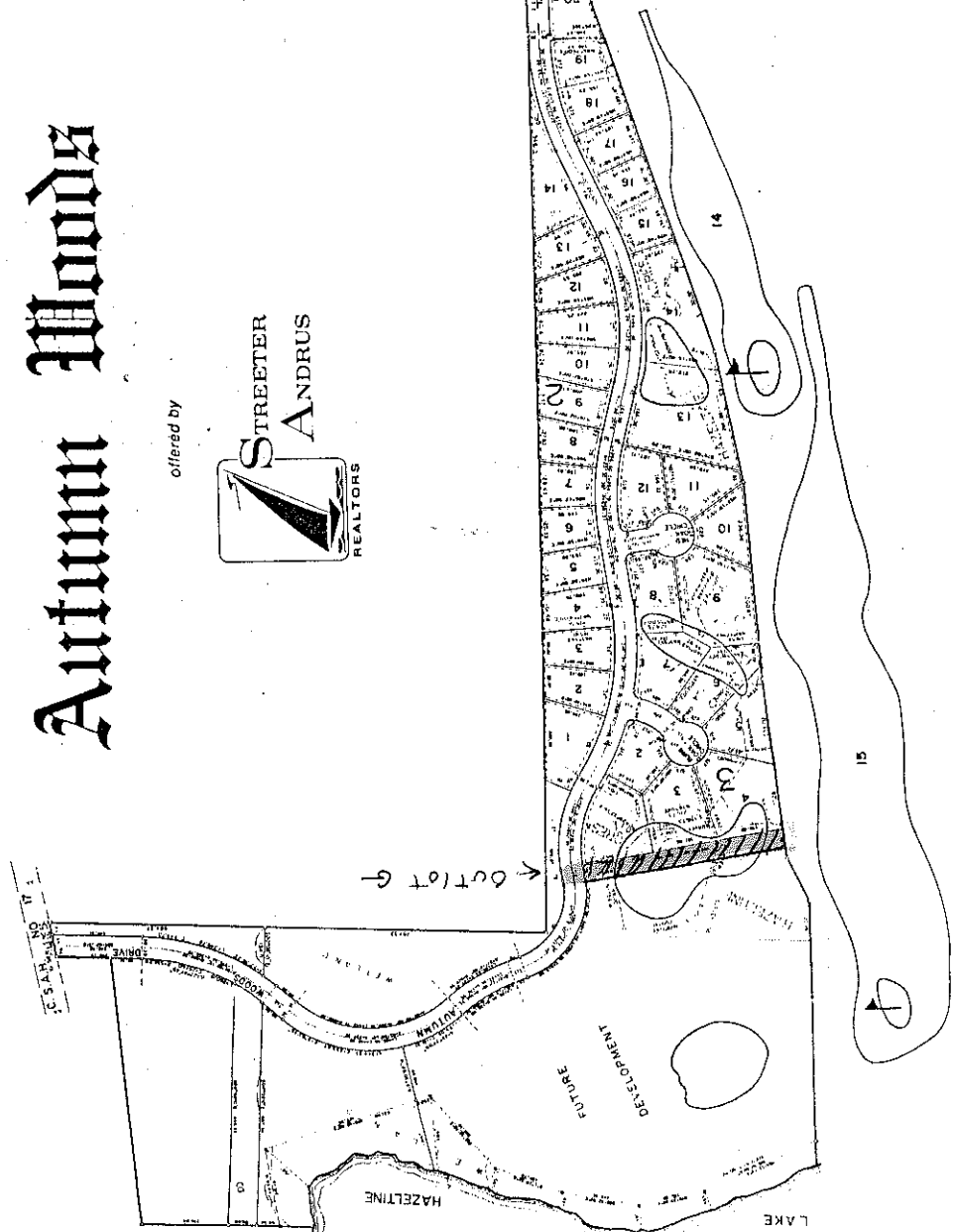
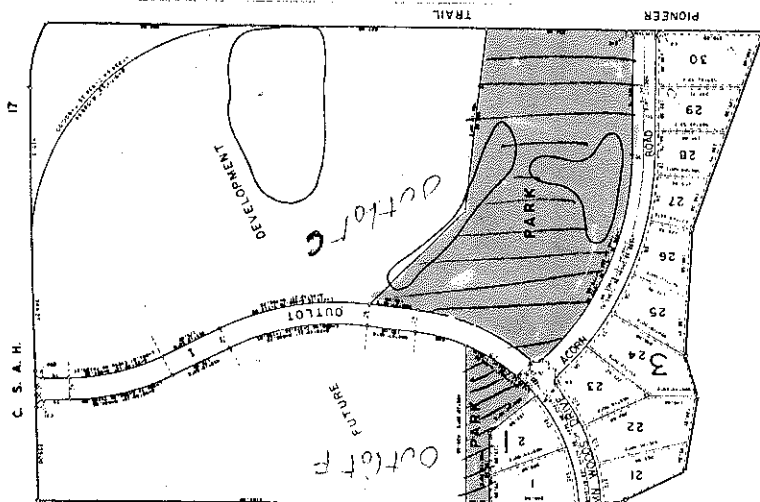
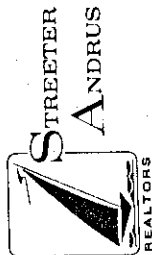


# Autumn Woods

offered by



MARKETED EXCLUSIVELY BY  
**STREETER ANDRUS WEST, INC.**  
TELEPHONE: (612) 446-5577

*Autumn Woods*

DECLARATION OF SINGLE FAMILY RESIDENTIAL  
DEVELOPMENT STANDARDS, COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the date hereinafter set forth by  
CHASKA INVESTMENT CO., a Minnesota general partnership,  
hereinafter referred to as "Developer";

WITNESSETH:

WHEREAS, Developer is the Contract Purchaser of the land  
lying and being in the County of Carver and State of Minnesota,  
described as follows, to wit:

Lots 1 and 2, Block 1; Lots 1 through 14,  
Block 2; Lots 1 through 30, Block 3,  
Autumn Woods, Carver County, Minnesota,  
according to the recorded plat thereof.

WHEREAS, The First National Bank of Saint Paul, a national  
banking association (herein "Bank") is the Contract Seller of  
said land; and

WHEREAS, Developer desires to impose certain single family  
residential development standards, covenants, conditions and  
restrictions on the real estate described herein, wherein The  
First National Bank of Saint Paul consents to said development  
standards, covenants, conditions and restrictions;

NOW, THEREFORE, Developer does 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. "Association" shall mean and refer to The  
Jonathan Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner (excluding Developer and Bank), 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 3. "Properties" shall mean and refer to that certain real property described in the first "Whereas" paragraph of page 1 of this Declaration.

Section 4. "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. The Common Properties owned or to be owned is described in Exhibit A attached hereto and hereby made a part hereof.

Section 5. "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 6. "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 7. "Developer" shall mean and refer to Chaska Investment Co., a Minnesota general partnership.

## ARTICLE II

### PERMITTED USES

Section 1. 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. 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 3. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

Section 4. 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 5. 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 6. 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 7. 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 8. No sign shall be placed on any site except that one "for sale" sign may be placed on any site.

Section 9. 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 10. No exterior tower or antenna of any kind shall be constructed, maintained, or permitted to remain on any site.

Section 11. No vehicle commonly known as a recreational vehicle, including but not limited to boats, boat trailers, campers, trailers and motor homes, whether inhabited or not, shall be parked on any building site or appurtenant street for a period of longer than 24 consecutive hours in any week. In addition, no abandoned vehicles shall be parked on any building site 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 72 consecutive hours shall be presumed to be an abandoned vehicle.

Section 12. 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 building 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 13. 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 1. 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 with 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 in 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 2. After a Certificate of Occupany 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 non-feasance of itself, its agents or employees, arising out of or in connection with the

approval or disapproval of any such plans. Likewise anyone so submitting plans to 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. 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 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties described in Exhibit A attached 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 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 2. 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

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 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner (except the Developer and the Bank), 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 assessments 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, neither the Developer nor the Bank shall 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. It is further understood and agreed that the Bank is consenting to the within Declarations solely to subject its interest in the properties to the terms and conditions hereof, and Bank shall have no liability of any nature whatsoever hereunder.

Section 2. 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 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first lot of the Properties to an Owner, the maximum annual assessment shall be Eight Nine and 80/100 Dollars (\$ 89.80) per lot.

(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 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 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 4. 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 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 assessments 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 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4

shall be sent to all members not less than 30 days nor more than 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 60 days following the preceding meeting.

Section 6. 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 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Properties. 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. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments 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 assessments 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 1. 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 2. 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.

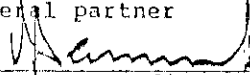
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be

amended by an instrument signed by Developer, the Bank 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 Co., a Minnesota general partnership, has caused these presents to be signed by its partners this 3<sup>rd</sup> day of June, 1982.

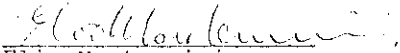
CHASKA INVESTMENT CO.

By Columbia Investment Corp.,  
a general partner

By   
Vasco Bernardi  
Its President

By Kellogg II Company, a partnership and a general partner

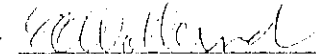
By Sentinel Management Company  
a Minnesota corporation  
and a general partner

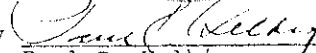
By   
Elio Montermini  
Its Vice President

The First National Bank of Saint Paul, fee owner of the Properties, hereby agrees that all right, title, and interest which it owns in the Properties shall hereafter be subject to and subordinate to the foregoing standards, covenants, conditions and restrictions.

(SEAL)

THE FIRST NATIONAL BANK  
OF SAINT-PAUL

By   
E. G. Wollerman, Jr.  
Its Vice President

By   
Paul R. Helbig  
Its Assistant Vice President

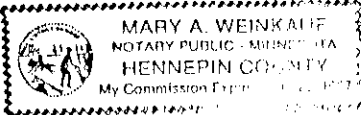
STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Lake )

On this 21<sup>st</sup> day of July, 1982, before me, a Notary Public within and for said County, personally appeared E. G. Wollerman, Jr. and Paul R. Helbig, who are the Vice President and Assistant Vice President of The First National Bank of Saint Paul, a national banking association, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as the free act and deed of said national banking association.

[Signature]  
Notary Public  
NOTARY PUBLIC - STATE OF MINNESOTA  
My Commission Expires Feb. 27, 1983

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Hennepin )

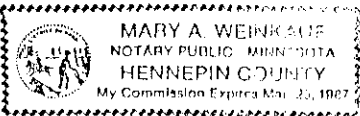
On this 3rd day of June, 1982, before me, a Notary Public within and for said County, personally appeared Vasco Bernardi, the President of Columbia Investment Corp., a partner in the partnership of Chaska Investment Co., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said partnership.

  
MARY A. WEINKAUF  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires May 23, 1987

[Signature]  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF Hennepin )

On this 3rd day of June, 1982, before me, a Notary Public within and for said County, personally appeared Elio Montermini, the Vice President of Sentinel Management Company, a partner in the partnership of Kellogg II Company, a partner in the partnership of Chaska Investment Company, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of said partnership.

  
MARY A. WEINKAUF  
NOTARY PUBLIC - MINNESOTA  
HENNEPIN COUNTY  
My Commission Expires May 23, 1987

[Signature]  
Notary Public

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

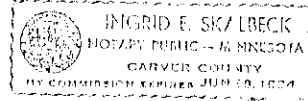
THE JONATHAN ASSOCIATION, a Minnesota non-profit corporation,

By [Signature]  
ALICE W. WELDON, President  
And [Signature]  
JAMES R. MURPHY, Secretary  
TREASURER

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF CARVER )

The foregoing instrument was acknowledged before me this 9th  
day of June, 1982, by Lee Wilberding as  
President and James Mirick <sup>Secretary</sup> of The Jonathan  
Association, a Minnesota non-profit corporation, on behalf of  
said corporation.

Ingrid E. Skelbeck  
Notary Public



This Instrument Drafted By:  
STACKER, RAVICH & SIMON  
900 First Bank Place West  
Minneapolis, Minnesota 55402  
(612) 349-4500

Outlots A, B, C, D, and E, Neighborhood One, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlot A, and that part of Outlot F lying East of the West line of Block 2 extended, Neighborhood One South, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlot C, Neighborhood One South - Plat Two, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlot A, Neighborhood One South - Plat Three, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlot A, Neighborhood One South - Plat Four, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots A, B and C, Neighborhood Two, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots D, E, F and G, Neighborhood Three, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots A, C, D, E, F, and that part of Outlot B lying north of the south line of Outlot C extended westerly, all in Neighborhood Five, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots A, B, C, D, E, F, G, K, L, M, O, and P, and Lot One, Block 1, Neighborhood Six, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots A and B, Neighborhood Six - Plat Three, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, and W, Neighborhood Eight, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots A, D, I, L, M, N, O, V, W, and X, Neighborhood Nine, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Tract 1, R.L.S. #39, on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Tract E, R.L.S. #36, on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Tracts A, D, and C, R.L.S. #71, on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Tracts A, B, D, E, and G, R.L.S. #72, on file in the Office of the Registrar of Titles, Carver County, Minnesota.

Outlots A, B, C, D and E, all in Hundertmark Heights 1st Addition, according to the plat thereof on file in the office of the Registrar of Titles, Carver County, Minnesota.



Doc # 35807  
File # 7418

Certificate Number 13371-  
13416

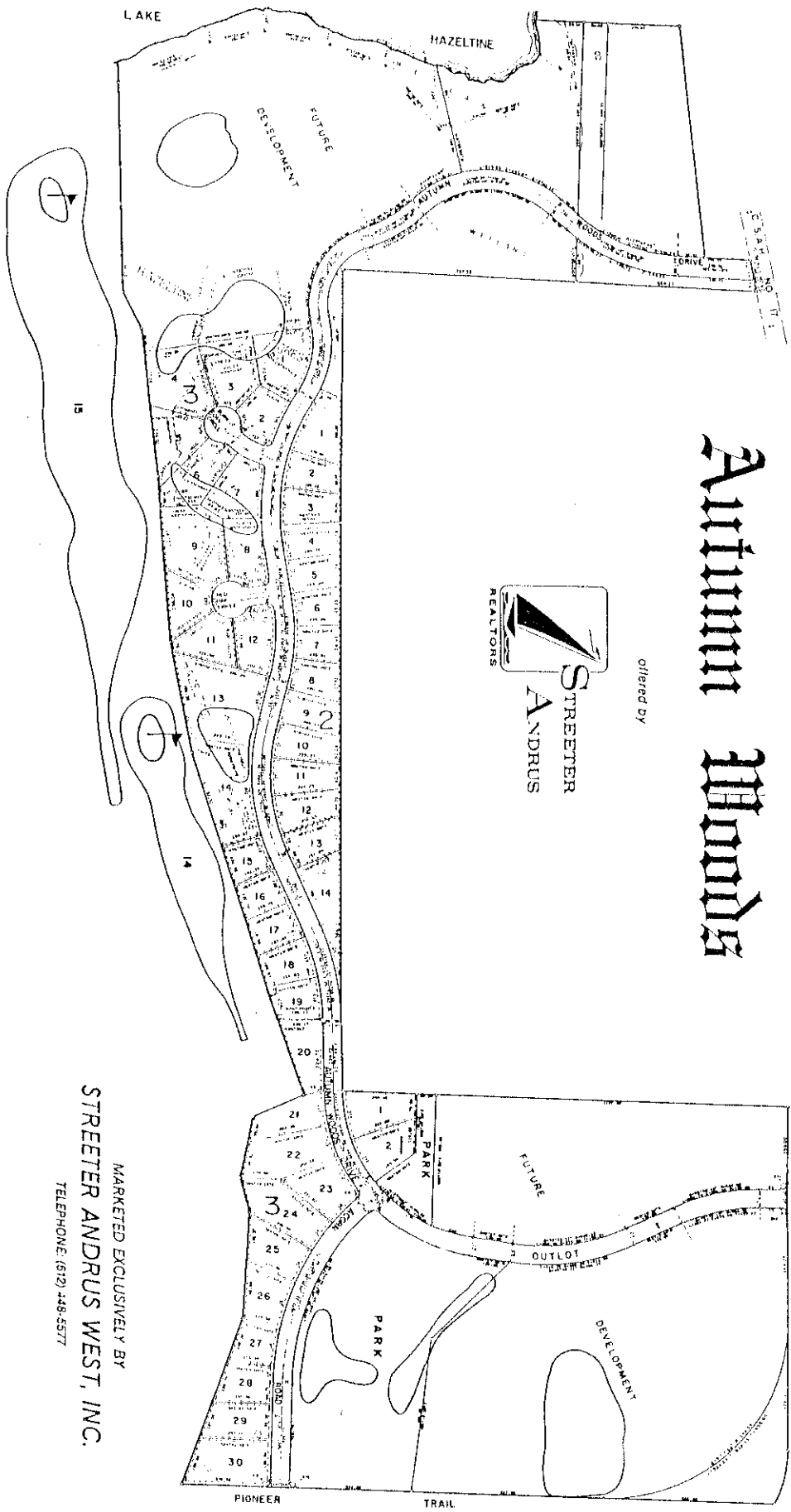
BOOK 40 PAGE 126-171  
STATE OF MINNESOTA, |  
County of Carver |  
OFFICE OF THE REGISTRAR OF TITLES

This is to certify that this document was filed in this  
office on the 18 day of October  
A.D. 1983 at 4 o'clock P. M.  
William J. Meyer  
REGISTRAR OF TITLES

BY WJ

# Autumn Woods

offered by



McCombs - Knutson Associates, Inc.  
1000 15th Street, N.W.  
Atlanta, Georgia 30309

MARKETED EXCLUSIVELY BY  
**STREETER ANDRUS WEST, INC.**  
TELEPHONE: (612) 448-5577

FIRST AMENDMENT TO  
DECLARATION OF SINGLE FAMILY RESIDENTIAL  
DEVELOPMENT STANDARDS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF AUTUMN WOODS

THIS AMENDMENT is made on the date hereinafter set forth by CHASKA INVESTMENT CO., a Minnesota general partnership, hereinafter referred to as "Developer";

BACKGROUND

1. Developer is the Contract Purchaser of the land lying and being in the County of Carver and State of Minnesota, described as follows, to wit:

Lots 1 and 2, Block 1; Lots 1 through 14, Block 2;  
Lots 1 through 30, Block 3, Autumn Woods, Carver  
County, Minnesota, according to the recorded plat  
thereof,

(herein the "Property").

2. The First National Bank of Saint Paul, a national banking association ("Bank"), is the fee owner of the Property.

3. On or about October 18, 1982, Developer caused certain Declarations, Covenants, Standards, Conditions and Restrictions to be filed against the Property as Document No. 35807 in the office of the Registrar of Titles in and for Carver County (referred to herein as the "Declaration").

4. Developer wishes to amend the Declaration so as to provide for certain easements and maintenance rights and obligations with respect to the construction, installation and maintenance of permanent identification signs to be located at the entrances to the Autumn Woods Development.

5. Pursuant to Article VII, Section 3 of the Declaration, the Declaration may be amended by an instrument signed by the Developer, the Bank, and the Jonathan Association at any time when the Developer owns any lots in the Property. While certain lots of the Property have been sold, Developer and the Bank currently own the majority of the lots in the Property.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. All definitions provided in the Declaration shall be applicable to this Amendment.

2. Developer has agreed to construct, at its cost and expense, permanent brick or stone identification signs and monuments (herein "Sign" or "Signs") at or near the entrances to the Autumn Woods Development on portions of Lot 30, Block 3, Outlot C and Outlot I, Autumn Woods. It is acknowledged that only Lot 30, Block 3, Autumn Woods is included in the Property which is subject to the Declaration. Developer has by a separate instrument created, granted and reserved permanent easements for the location, construction, maintenance and support of the Signs on Outlots C and I (herein "Outlots").

3. Developer hereby imposes, creates and reserves for the benefit of the Property a permanent easement for construction, maintenance and repair of one Sign, over and upon the following portion of Lot 30, Block 3, Autumn Woods:

An area measured as two (2) feet outward from the exterior footing lines of said Sign as ultimately constructed ("Easement Area").

The parties acknowledge that until the Sign is constructed the easement granted by this paragraph shall encumber and burden the entire Lot 30, Block 3, Autumn Woods; provided, however, upon the construction of the Sign, the easement area shall be deemed to have been reduced to the specific area described above, and the balance of Lot 30 shall thereupon be deemed to have been released from said easement. The foregoing easement shall include the right of reasonable access across said Lot 30, Block 3 to the easement area for the purposes of construction, maintenance and repair.

4. All maintenance and repairs, if any, of the Signs (including those constructed on the Outlots) shall be performed as reasonably necessary from time to time by the Association. Neither the Developer nor the Bank shall have any obligation to pay any costs or expenses incurred in maintenance and repair of the Signs.