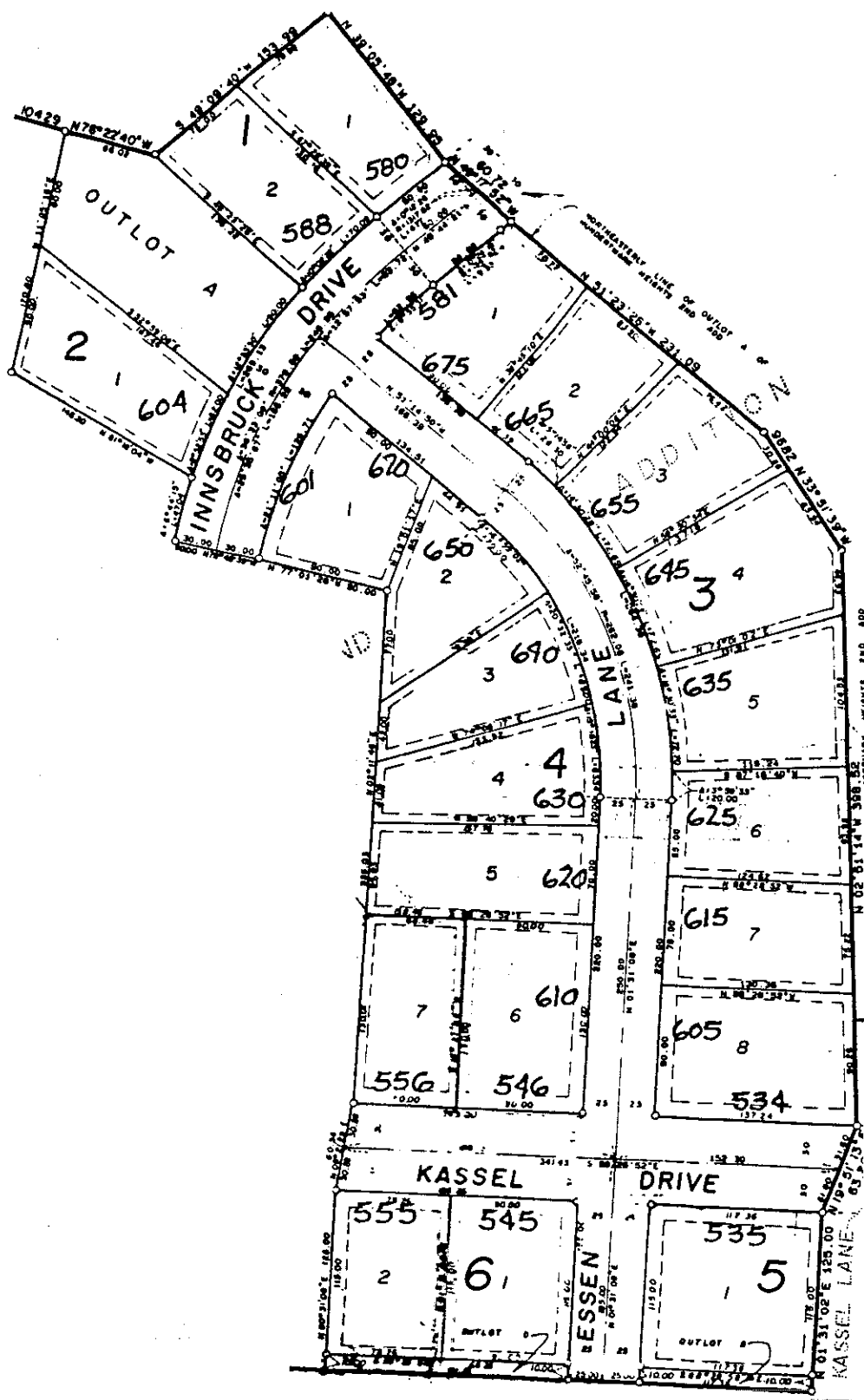


HUNDERTMARK HEIGHT'S THIRD ADDITION



T 60146
2/22/89

HUNDERTMARK HEIGHTS THIRD ADDITION
(NEIGHBORHOOD SEVEN)
DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, John D. Klingelhutz and Mary L. Klingelhutz, husband and wife, are the fee owners 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.

WHEREAS, The Jonathan Association is a non-profit homeowner association within Jonathan; and

WHEREAS, John D. Klingelhutz, Mary L. Klingelhutz and The Jonathan Association, desire to impose certain development standards, covenants, conditions and restrictions on the real estate described herein;

NOW, THEREFORE, John D. Klingelhutz, Mary L. Klingelhutz 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, whether one or more persons or entities, of the fee simple title to the Property

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 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. "Property" shall mean and refer to that certain real property and improvements 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 subdivision map of the Properties with the exception of the Common Areas and platted areas for convenience of description only.

Section 1.06. "Site" shall mean and refer to any parcel of land conveyed to an Owner for one single family residence whether a single platted lot, or more, or less than a single platted lot and all improvements thereon.

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 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, 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.

Section 1.10. "Declarant" shall mean John D. Klingelhutz and Mary L. Klingelhutz or their assigns.

Other terms shall have the meanings attributed to them herein.

ARTICLE II.

PERMITTED USES

Section 2.01. Residential Purpose. No Site shall be used except for residential purposes; no buildings shall be commenced, erected, altered, placed or permitted to remain on the Property subject hereto other than one single family dwelling not to exceed two stories in height. Each Site shall have a garage for at least two cars and not more than three cars. Each Site shall have on Site parking spaces, including garages to accommodate at least four cars for each such Site.

Section 2.02. Division of Site. No Site shall be subdivided or split by any means whatsoever into any greater number of Sites, nor into any Site or Sites of smaller size without the express written consent of 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. No exterior tower, antenna or satellite dish of any kind shall be constructed, maintained, or permitted to remain on the Property.

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 Site 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 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 2.15. 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.

ARTICLE III.

REQUIRED YARDS AND SITE 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. 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 3.03. Maintenance. The Site and improvements thereon shall be maintained in a state of good order and repair. In the event any owner of a Site, entitled and required to belong to the Association, shall fail to maintain the Site and improvements, the Board of Directors of the Association, after approval by 2/3 vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Site to repair, maintain, and restore the Site 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 Site is subject.

ARTICLE IV.

PLAN APPROVAL

Section 4.01. No building or improvement shall be commenced, erected, placed or substantially altered on the exterior (except for normal repainting) nor any substantial landscape work done on any Site until the building or other alteration plans, specifications, including elevations and architect's rendering, a plat showing the location of such improvement on the particular Site, including general landscape plans; have been submitted to and approved in writing by the Declarant, as to fulfilling the purposes and Criteria for Standards herein contained. Declarant shall submit the proposed paint colors to the Association's Architectural Review Committee for written approval

from the Association's Architectural Review Committee for exterior house and garage paint colors. All house, garage or other improvements must receive said Association's approval prior to being painted. All future changes in paint color must also receive prior Association approval.

Once the initial Certificate of Occupancy is issued by the City of Chaska, Minnesota for the original dwelling unit, no future building or improvements shall be commenced, erected, placed or substantially altered on the exterior nor any substantial landscape work done on any Site 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 Site, 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. 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 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 year from initiation. Upon completion thereof, the property 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 Footage.

- (a) No dwelling unit shall be built on any Site unless it shall conform to one of the following definitions:
- (1) One story rambler (ranch) residence, which shall have a one floor level that is totally above grade that shall have a minimum of 900 square feet.
 - (2) Split entry residence (raised ranch), which shall have two floor levels, one of which is totally above grade. The square footage of the level totally above grade shall be a minimum of 864 square feet.
 - (3) Split level residence (three or four levels), which shall be defined as three or more floor levels. The residence is divided vertically so that the floor levels in one part are approximately midway between the successive floor levels in an adjoining part of the residence. The first floor footage shall be defined as the exterior dimensions of the first of the floors of the entire structure totally above exterior finished grade, and such first floor shall have a combined minimum of 864 square feet.
 - (4) Two story residence, which shall be defined as having three floor levels, two of which are totally above exterior finished grade, one above the other. The first floor level totally above grade of a two story residence shall have a minimum of 830 square feet and the square footage of the second floor level totally above grade shall be a minimum of finished (or capable of being finished space) of 450 square feet.

- (5) Declarant reserves the right to approve the construction of a single family residence of not less than 900 square feet of finished living space on one floor thereof even if such residence may not meet the minimum requirements of the preceding four numbered paragraphs; provided, however, that the design of such residence is approved by both the Declarant and the Association.
- (b) The height of a single family home on any Site shall not exceed a maximum vertical dimension of 38 feet measured from finished grade to the peak of the roof.
- (c) Garages shall be directly attached or connected to the dwelling by means of a covered walkway, fence or other enclosure of a permanent nature and in keeping with the general architecture.
- (d) Structures erected or placed on any Lot or Site must be in harmony with the residence in respect to workmanship, materials and external design.
- (e) 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, and the side yards shall be not less than 5 feet on garage side and 10 feet on the house side. For the purpose of this restriction, eaves, steps and open porches shall not be considered a part of a building; provided, however, that this shall not be construed to permit any portion of the building on any Site to encroach upon other residential Lots or Sites.
- (f) For the purposes of the restrictions contained in Section 4.03(a) hereof, living areas shall not be construed to include attics, porches or garages.
- (g) The entire Site area between rear site line and the public street shall be seeded or sodded within 60 days of occupancy, or in the event of inclement weather, as soon thereafter as reasonably possible.

Section 4.04. Prohibition of Manufactured Homes. "Manufactured homes" as defined in Minnesota Statutes 327.31 are prohibited on the Property. .

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 Site owned. When more than one person holds an interest in any Site, all such persons shall be members. The vote for such Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Site. 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 Site Owner. Provided, however, that on any vote taken on Association business the total multiple dwelling unit votes shall not exceed 49% of the total votes voted and if necessary each multiple dwelling unit vote shall be appropriately weighed so that the total thereof does not exceed this maximum. On all votes taken in the Association, multiple dwelling votes shall be taken and counted separately to effectuate the 49% policy set forth above.

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 property harmonious with other properties 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 enforceable as set forth in Article VIII.

ARTICLE VII.

COMMON PROPERTIES

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 Property 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 its property remain unpaid and for a period not to exceed 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 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.

MAINTENANCE EXPENDITURES AND ASSESSMENTS

Section 8.01. The Association, 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, (ii) Special Assessments for capital improvements, and (iii) assessments incurred for completion of construction of improvements as set forth in Article VI, 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 and including the first day of the annual assessment period and shall be prior to all other liens except:

- (a) A lien or encumbrance recorded before the recordation of this Declaration; and
- (b) The lien of real estate taxes and other governmental assessments or charges against a Unit; and
- (c) The lien of any recorded first mortgage against a Unit securing a First Mortgagee.

The Association may invoke the charges, sanctions and remedies set forth in Article IX, in addition to any remedies provided elsewhere in the Governing Documents or by law, for the purpose of enforcing its rights hereunder.

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 any payment which becomes 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.

Each assessment together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Such personal obligations may be enforced by a judgment against the property Owner in question.

Section 8.02. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association and for the maintenance and development (including, but not limited to, costs of appropriate insurance and real estate taxes) of the Common Properties.

Section 8.03.

- (a) The maximum Annual Assessment for the year 1987 shall be \$109.00 per Site.
- (b) For each year thereafter, the maximum Annual Assessment may be increased each year not more than 5% of the assessment for the previous year without a vote of the membership.
- (c) From and after January 1, 1987, the maximum Annual Assessment may be increased above 5% by a vote of 2/3 of each of the members who are voting in person or by proxy at a meeting called for this purpose.
- (d) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximums set forth in this Section 8.03.

Section 8.04. 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 2/3 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8.05. 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 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 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called subject to the same notice requirement, and the required quorum at each subsequent meeting shall be 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 8.06. Both Annual Assessments and Special Assessments shall be assessed on a uniform basis for all Sites and may be collected on the monthly, quarterly, semi-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 Site including improvements thereon or on a per Site with each Site presumed to be benefited equally.

Section 8.07. The Board of Directors shall fix the amount of the Annual Assessment against each Site at least 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.

Section 8.08. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 8% per annum. 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 property.

Section 8.09. In the event of default of more than 30 days in the payment of any assessment or installment thereof, all remaining installments of assessments assessed against the defaulting Owner may be accelerated and shall then be payable in full, forthwith at the call of the Board of Directors. Prior written notice of such acceleration shall be given to the defaulting Owner.

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) a suit to foreclose 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 both annual assessments and special

assessments may be foreclosed against a Site 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 Site so acquired. The Owner, by the acceptance of any conveyance of any interest in the Site 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 Site. 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 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 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 property subject hereto.

Section 9.06. The Association hereafter 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.

John D. Klingelutz and Mary L. Klingelutz, fee owners of the Properties, hereby agree that all right, title and interest which they own in the Properties shall hereafter be subject to and subordinate to the foregoing standards, covenants, conditions and restrictions.

Dated: _____

John D. Klingelutz

Dated: _____

Mary L. Klingelutz

STATE OF MINNESOTA)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by John D. Klingelhutz.

Notary Public

STATE OF MINNESOTA)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1988, by Mary L. Klingelhutz.

Notary Public

The foregoing Agreement is hereby approved and accepted by The Jonathan Association.

Dated: 2/21/89

By: Marsh John Halberg
Its President
President

STATE OF MINNESOTA)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this 21st day of February, 1988, by Marsh J. Halberg, the President of The Jonathan Association.

Tammy J. Heuer
Notary Public

This Instrument Drafted By:
Thomsen, Nybeck, Johnson, Bouquet,
Van Valkenburg, Ohnstad & Smith, P.A.
Edinborough Corporate Center East
Suite 600, 3300 Edinborough Way
Edina, Minnesota 55435
Telephone: (612) 835-7000

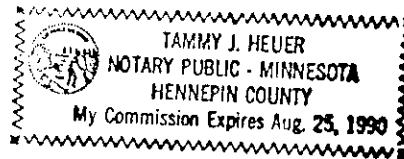


EXHIBIT A

Lots 1 and 2, Block One (1); Lot 1, Block Two (2); Lots 1 through 8, Block Three (3); Lots 1 through 7, Block Four (4); Lot 1, Block Five (5); Lots 1 and 2, Block Six (6); Outlots A, B, C, and D, all within the plat of Hundertmark Heights Third Addition, according to the plat thereof on file in the office of the Registrar of Titles, Carver County, Minnesota.

100/40

Certificate Number 19071-19095

BOOK 58 PAGE 20-94

STATE OF MINNESOTA, }
County of Carver } as

OFFICE OF THE REGISTRAR OF TITLES

This is to certify that this document was filed in this

office on the 22 day of February

A.D. 19 at 11:30 o'clock P M.

REGISTRAR OF TITLES

BY Deborah Bergethon

210 21 2005