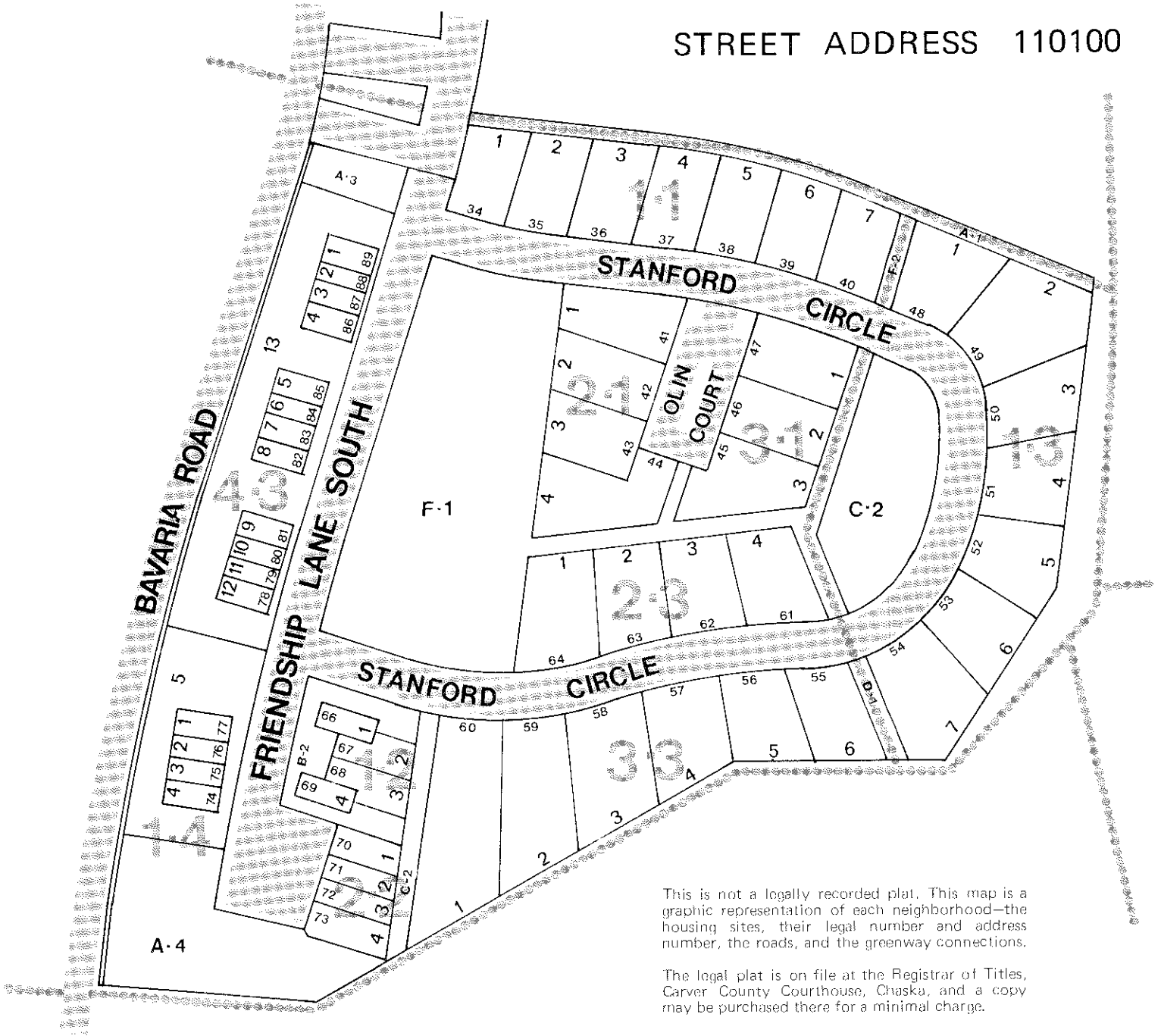


NEIGHBORHOOD ONE SOUTH

STREET ADDRESS 110100



This is not a legally recorded plat. This map is a graphic representation of each neighborhood—the housing sites, their legal number and address number, the roads, and the greenway connections.

The legal plat is on file at the Registrar of Titles, Carver County Courthouse, Chaska, and a copy may be purchased there for a minimal charge.

JONATHAN HOUSING CORPORATION
SINGLE FAMILY RESIDENTIAL DEVELOPMENT STANDARDS

The JONATHAN HOUSING CORPORATION (hereinafter sometimes referred to as "HOUSING") is desirous of establishing certain minimum standards for the development of the single family residential development or developments described in Exhibit A attached hereto and made a part hereof, to insure proper use and appropriate development and improvement of each residential site therein contained so as to:

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

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

NOW, THEREFORE, JONATHAN HOUSING CORPORATION, a Minnesota corporation, hereby declares that the land described in Exhibit A hereto shall be developed in accord with the following standards and guide lines and in line with the aforementioned Criteria for Standards which shall apply to each and every part and parcel thereof and shall apply to and bind each and every successor in interest thereof, and are imposed upon said premises as a servitude in favor of HOUSING for the benefit of the property described in Exhibit A attached hereto and for the benefit of the entire Jonathan Development, and of JONATHAN DEVELOPMENT CORPORATION (hereinafter sometimes referred to as "DEVELOPMENT") as developer of the Jonathan Development and are as follows:

Section I - Permitted Uses

- (a) No site shall be used except for residential purposes; no buildings shall be commenced, erected, altered, placed or permitted to remain on any site other than one single family dwelling, not to exceed two stories in height. Each dwelling erected shall have on site parking spaces to accommodate at least two cars.
- (b) For the purposes of these standards "site" shall be defined as any parcel of land conveyed to any one grantee for single family residential purposes whether a single platted lot, or more, or less than a single platted lot, unless specifically provided to the contrary in the deed of conveyance. No site as above defined shall be subdivided or split by any means whatsoever into any greater number of residential plots, nor into any residential plot or plots of smaller size without the express written consent of both HOUSING and DEVELOPMENT.
- (c) No noxious or offensive activities shall be conducted on any site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other owners of the land subject hereto or in the Jonathan Development or to HOUSING or DEVELOPMENT.
- (d) All uses shall comply with the zoning regulations as set forth by the City of Chaska. Said zoning 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 zoning regulations.
- (e) No sign shall be placed on any site except that one "for sale" sign may be placed on any site if approved by both HOUSING and DEVELOPMENT and such signs as are provided for in subdivision (k) hereof.
- (f) 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.
- (g) No mobile home, trailer, basement, tent, shack or garage shall be used on any site at any time as a residence, either temporarily or permanently.
- (h) No exterior tower or antenna of any kind shall be constructed, maintained, or permitted to remain on any site. All on site utility connection facilities and services shall be underground.
- (i) No objectionable trees or shrubbery such as cottonwood trees shall be planted or permitted to remain on any site subject hereto.
- (j) No profession or home industry shall be conducted in or on any site without the specific written approval of HOUSING. HOUSING, 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 HOUSING to be compatible with a high quality residential neighborhood.

- (k) All else herein notwithstanding, any site may be used for a model home or for a real estate office with customary development signs during the development period of the entire Jonathan Development.

Section II - Site Maintenance

- (a) Outside storage of any items shall not be allowed unless screened from view by enclosures so as to effectively screen such storage from view outside the site. The design of such screened enclosure must be approved by HOUSING.
- (b) All buildings shall be maintained in a state of good order and repair and all other site areas shall be properly maintained at all times.

Section III - Plan Approval

- (a) No improvement shall be erected, placed or materially exteriorly altered (except for normal repainting) nor any substantial landscape work done on any residential site until the building or other alteration plans, specifications, including elevations and/or architects rendering, a plat showing the location of such improvement on the particular building site, including general landscape plans, have been simultaneously submitted both to HOUSING and DEVELOPMENT and approved in writing by HOUSING as to fulfilling the purposes and Criteria for Standards herein contained and by DEVELOPMENT under the terms of Section III (b) hereof. Provided, however, that neither HOUSING nor DEVELOPMENT shall be liable to anyone in damages who has submitted plans for approval or to any land 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 HOUSING and DEVELOPMENT 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 HOUSING or DEVELOPMENT. HOUSING 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 improvement, or color scheme thereof, shall be grounds for HOUSING'S reasonable disapproval of any such plans. Failure of HOUSING to disapprove any plans within (90) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon such approval of plans by HOUSING, and by DEVELOPMENT as required in subparagraph (b) below, be carried on with dispatch and upon completion thereof, the site shall be promptly landscaped.

- (b) In addition to the detailed approvals by HOUSING as above set forth, plans for improvements to be constructed upon any site must also be approved by DEVELOPMENT as to basic conformity with the plans for the entire Jonathan Development. HOUSING shall not grant any plan approval under (a) hereof until DEVELOPMENT has approved the plans pursuant to the terms of this subdivision (b). Failure of DEVELOPMENT to approve any plans under the terms of this subdivision (b) shall be reason for disapproval by HOUSING under the terms of (a) above. Failure of DEVELOPMENT to disapprove any plans within thirty (30) days after submission of said plans to it shall be deemed to be approval thereof.
- (c) All improvements shall be constructed in conformity with the existing building codes of the City of Chaska.

Section IV - Homeowners Association

DEVELOPMENT shall have the right to create a non-profit general homeowners or civic association or corporation in which all site owners are entitled to be and are members or stockholders. There shall be no other qualification for membership or stockholding and no costs in connection therewith except as set forth in Section VIII hereof. (In the event that a "neighborhood" homeowner or civic association or corporation, separate from the aforesaid general association, shall be formed or exist from time to time, all site owners shall be members in such neighborhood association and shall be subject to all the requirements thereof.) Said general association or corporation shall also have as shareholders or members other landowners in the Jonathan Development. No person, corporation or other entity shall be a shareholder or member without being a landowner in the Jonathan Development. The owner of each site as defined in Section I, paragraph (b) hereof shall be entitled to one vote in any such association or corporation. HOUSING shall have one vote for each unsold platted lot in the plat or plats subject hereto and HOUSING, DEVELOPMENT and/or other developers of a plat or portion thereof shall have one vote for each unsold platted lot in any other single family plats whose owners are entitled to be members or shareholders in such general association or corporation. In addition, the owner of any multiple dwelling unit or units who is entitled to be a shareholder or member of any said general association or corporation shall have one vote for each living unit in each multiple dwelling it owns. No residential landowner shall be a member of such association or corporation without being subject to assessments similar to those

imposed in Section VIII hereof. Membership in either a general association or neighborhood association shall be appurtenant to, and shall not be separated from the ownership of any site or other parcel of land.

DEVELOPMENT and HOUSING shall have the right to assign all of their respective rights hereunder to any such association or corporation. DEVELOPMENT and HOUSING shall not have any right to assign their respective rights to any other person or entity, except that DEVELOPMENT and HOUSING shall have the right to convey their respective interests herein to any developer of the entire Jonathan Development, to any association or corporation organized to provide services to the residents of the Jonathan Development, or to any successor developing all of the then unsold lots in the plat or plats described in Exhibit A hereto. DEVELOPMENT shall have the right to lease portions of the outlot areas subject hereto to commercial recreational developers for developments to promote the purposes hereof provided that all net income from any said leases shall be applied to developing and maintaining the outlots in the Jonathan Development. In the event of any conveyance or assignment authorized herein, the grantee or assignee therein shall have all respective rights of DEVELOPMENT and/or HOUSING herein.

Section V - Right of First Refusal

HOUSING may sell all or any portion of the property described herein to such persons as it, in its sole discretion, shall desire, except that it shall not sell any property for uses or purposes inconsistent with the conditions contained herein. Thereafter, if any site owner desires to sell any site which he owns and receives a bona fide offer which he is willing to accept from any person, firm or corporation, willing, ready and able to purchase his site, said site owner shall immediately give written notice thereof to HOUSING, including in said notice all of the terms and conditions of said offer and the address for notices to be given to the site owner. HOUSING shall have one (1) business day as hereafter defined after the day of actual receipt of said written notice to purchase said site at the price and according to the terms specified in said offer. If HOUSING does not exercise said right to purchase by giving written notice thereof, said owner may accept said offer

and complete said sale to the offeror in accordance with said offer. In the event HOUSING does not exercise its right of first refusal and the terms of said offer are thereafter changed or the sale to the offeror on the terms submitted as provided above are not completed within ninety (90) days after the end of said business day, then the right of first refusal given to HOUSING shall be reviewed and said offer shall again be submitted to HOUSING for the period and in the manner herein stated. In the event HOUSING exercises its rights under this first refusal, the sale contemplated in the offer shall be completed to HOUSING upon the terms contained in said written notice. For the purposes hereof "business day" is defined as any day Monday through Friday except legal holidays. All notices to be given to HOUSING as provided in this paragraph shall be delivered personally or sent by certified mail return receipt requested to HOUSING'S then main office and shall be deemed given when actually received. All notices to be given by HOUSING shall be delivered personally or sent by certified mail return receipt requested to the address stated in the notice given by the site owner to HOUSING and shall be deemed given when received if delivered personally or when mailed in accord with the above.

Section VI - Completion of Construction of Improvements

If any structure is begun after approval of the plans therefor as provided in Paragraph III hereof and is not completed within one (1) year after the commencement of said construction and in the judgment of HOUSING is of offensive or unsightly appearance, either HOUSING or DEVELOPMENT at its sole option, may take such steps as may be necessary in its sole discretion to improve the appearance so as to make the property harmonious with other properties, such steps including completion of the exterior of the structure, screening or covering the structure and any combination thereof, or similar operations and the amount of any expenditure made in so doing shall be the personal joint and several obligations of the site owner or owners of the site involved, as the case may be, and shall be a lien on the site and may be enforceable by action at law in the same manner as a mortgage. The lien herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the site in question until a statement setting forth a claim therefor has

been filed for record in the office of the Carver County Register of Deeds or Registrar of Titles, whichever is appropriate or unless a suit and appropriate lis pendens to enforce said lien shall have been filed of record in Carver County prior to the recordation of the deed (or mortgage) conveying the site in question to such purchaser (or subjecting the same to such mortgage).

Any lien claim filed for record pursuant hereto shall terminate six months after filing, unless a suit and appropriate lis pendens to enforce said lien have been filed of record in Carver County before the end of said six month period.

Section VII - "Green Areas"

HOUSING has platted Outlots A, D, H, and F in the plat described in Exhibit A hereto as "Green Areas". HOUSING proposes to use said outlots for the mutual benefit of the residents of said plat and for the benefit of the entire Jonathan Development for use in utility development, pedestrian or other transportation ways, buffer or screening areas and recreational or civic use areas and such outlots are restricted to such uses which effectuate the "Green Areas" system of the general plan of the entire Jonathan Development. All land-owners in the plat described in Exhibit A hereto shall have a right and easement in connection with any such improvements made upon such outlots and all similar areas designated for the use of all owners of land within the Jonathan Development subject to such reasonable rules and regulations as DEVELOPMENT shall establish. HOUSING shall retain title to said outlots and cannot convey them to another, except for a conveyance or conveyances provided for in Section IV hereof and/or conveyance to DEVELOPMENT, which conveyance or conveyances shall be subject to the provisions hereof. HOUSING reserves the right to use such outlot areas for utility development, either public or private, and to grant rights therein to utility companies, public agencies or other persons, corporations or associations for use or development of utilities therein. In addition, HOUSING shall have the right, with the consent of DEVELOPMENT, to dedicate any outlot or outlots subject hereto to the City of Chaska, free from the restrictions of this paragraph.

Section VIII - Maintenance Expenditures

DEVELOPMENT shall have the right, which it may assign pursuant to the terms of Section IV hereof to assess each site owner in the area described in Exhibit A hereof for reimbursement of costs for the maintenance and development (including but not limited to costs of appropriate insurance and real estate taxes) of the Green Areas in the plat described in Exhibit A hereof and of other common areas created and developed for the mutual benefit of all residents of the Jonathan Development; provided, however, that no such assessment shall exceed Fifty and No/100 Dollars (\$50.00) or one per cent (1%) of the total assessors' full and true value of any site as defined in Section I (b) hereof per year, whichever is greater. The assessors' full and true value used herein shall be the full and true value of a site and the improvements thereon, if any, used in determining the real estate taxes payable in the year in which any assessment allowed herein is levied. DEVELOPMENT may make assessments allowed hereunder on either a monthly, quarterly, semi annual or annual basis. Said assessments shall be for the prior month, quarter, half year or year, as the case may be, and shall be based on the actual amounts expended for such maintenance and development as herein defined. All assessments shall be payable thirty (30) days after the date levied and shall be payable in cash. Any such assessment may be enforced by a personal judgment against any site owner, said assessments being from the date of assessments the personal obligation of the site owner or owners of the site assessed, as the case may be. Any said assessment may be based on the assessors' full and true value of any site and the improvements thereon or on a per site basis with each site presumed to be benefited equally.

Any assessment authorized herein shall also be a lien against a site from the date payable and may be enforced by action at law in the same manner as a mortgage. The lien herein shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the site in question until a statement setting forth a claim therefore has been filed for record in the Office of the Carver County Register of Deeds or Registrar of Titles, whichever is appropriate or unless a suit and appropriate lis pendens to enforce said lien shall have

been filed of record in Carver County prior to the recordation of the deed (or mortgage) conveying the site in question to each purchaser (or subjecting the same to such mortgage).

Any lien claim filed for record pursuant hereto shall terminate six months after filing unless a suit and appropriate lis pendens to enforce said lien have been filed of record in Carver County before the end of said six month period.

Section IX - Enforcement

- (a) The standards set forth herein shall be enforceable by HOUSING, its successors and assigns, and shall also be enforceable by JONATHAN DEVELOPMENT CORPORATION, its successors and assigns as developer of the Jonathan Development, for the maximum period allowed by law and shall be enforceable by either or both of said corporations, their successors and assigns, by (i) injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of these standards, or by (ii) a money judgment for damages by reason of a breach of these standards, (iii) both (i) and (ii), or (iv) a suit to foreclose any lien authorized herein. Any violation of any rules as to the Green Areas defined in Section VII hereof may result in reasonable restrictions upon the violator's use of such Green Areas.
- (b) The failure of HOUSING or DEVELOPMENT, their respective 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.
- (c) HOUSING may grant variances from the strict application of the provisions of the standards specifically set forth hereafter in cases where by reason of extraordinary and exceptional conditions of any site 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 site, provided any such variance shall meet the criteria for standards provided for herein. The following provisions of these standards shall be subject to this variance paragraph to the extent noted: I(h) and I(e) (I(e) only to allow one tasteful owner identification sign where special circumstances make such a sign necessary).
- (d) Invalidation of any of the provisions of these 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.
- (e) Any party to a proceeding who succeeds in enforcing a standard or lien or enjoining the violation of a standard against a site owner may be awarded a reasonable attorneys' fee against such site 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.

- (f) 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 site; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to these standards as fully as any other owner of any site subject hereto.

Section X - Roads

HOUSING has platted Outlots J, I, and K in the plat described in Exhibit A hereto as private easements. HOUSING dedicates said outlots for the mutual benefit of the residents and landowners of said plat for use as private roads and for use in utility development. Said outlots are restricted to said uses. HOUSING shall retain title to said outlots and shall not convey them to another except for a conveyance or conveyances to any successor developer of all of the unsold lots in the plat described in Exhibit A hereto or to any homeowners or civic associations or corporations as described in Section IV above. Nothing herein shall prevent HOUSING from dedicating any of said outlots to the City of Chaska for public street purposes.

IN TESTIMONY WHEREOF, Said HOUSING has caused these presents to be executed in its corporate name by its Treasurer and President and its corporate seal to be hereunto affixed the day and year first above written.

In Presence of:

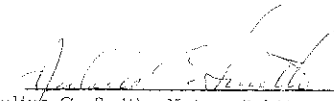
JONATHAN HOUSING CORPORATION

By [Signature]
Its Treasurer
And [Signature]
Its Pres.

(CORPORATE SEAL)

STATE OF MINNESOTA)
CARVER) ss.
COUNTY OF ~~MINNESOTA~~

On this 9th day of November, 1970, before me, a Notary Public within and for said County personally appeared Ben H. Cunningham and Henry T. McKnight to me personally known, who, being each by me duly sworn did say that they are respectively the Treasurer and President of JONATHAN HOUSING CORPORATION, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Ben H. Cunningham and Henry T. McKnight acknowledged said instrument to be the free act and deed of said corporation.



Julius C. Smith, Notary Public,
Carver County, Minnesota
My commission expires Jan. 14, 1971

EXHIBIT A

All of Lots 1-7 inclusive, Block 1;

All of Lots 1-4 inclusive, Block 2;

All of Lots 1-3 inclusive, Block 3;

Outlots A, D, H, and F; and

Outlots J, I, and K;

all in Neighborhood One South, according to the plat thereof
on file or of record in the office of the Registrar of Titles
in and for Carver County, Minnesota.

Doc # 14925
Sub # 381

CERTIFICATE NUMBER 6575
BOOK 17 PAGE 45
STATE OF MINNESOTA }
County of Carver } 59
OFFICE OF THE REGISTER OF TITLES.
This is to certify that the within instrument
was filed in this office of checks, on the
12 day of Dec - 1915 at 10:15 o'clock A. M.
Edward J. He
Register of T.