

Burlington Park

ARTICLES OF INCORPORATION

OF

BURLINGTON PARK TOWNHOUSE ASSOCIATION

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Chapter 317, adopt the following Articles of

Incorporation:

ARTICLE I

The name of this corporation shall be BURLINGTON PARK TOWNHOUSE ASSOCIATION, hereinafter sometimes called the "Association".

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots within the following described property:

Lots 1 through 13, Block 4, Neighborhood One South, Plat Three, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Carver County, Minnesota.

and to promote the health, safety and welfare of the residents within said property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Townhouse Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Registrar of Titles in and for Carver County, Minnesota, as the same may be amended from time to time as therein provided, hereinafter collectively called the "Declaration";

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses

incident to the conduct of the business of the Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to The Jonathan Association, any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless assented to by two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for such purpose;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) provide exterior maintenance for the buildings within its jurisdiction;

(h) provide garbage and trash collection;

(i) provide fire and police protection;

(j) supplement municipal services;

(k) fix and collect assessments to be levied against the

Lots and Sites;

(l) fix and collect any assessments, fees or charges to be

levied against the Lots and Sites for any services, maintenance, collection or

protection provided said Lots and Sites by the Association;

(m) enforce any and all covenants, restrictions and agreements as provided in the Declaration;

(n) pay taxes, if any, on the common properties and facilities; and

(o) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Minnesota by law may now or hereafter have or exercise.

All provisions, rights, terms, conditions and other matters contained in the declarations, and the Burlington Park Townhouse Association hereby established, shall be entirely subordinate and subject to all provisions, rights, terms, conditions and other matters contained in the Residential Standards, Covenants, Conditions and Restrictions filed in the Office of the Carver County Registrar of Titles and registered as Document No. 16473; and to The Jonathan Association, its successors and assigns; to the Declaration of Special Covenants, Conditions and Restrictions filed in the Office of the Carver County Registrar of Titles as Document No. 16492; and to the Burlington Park Association, its successors and assigns. It is herein expressly provided that the Burlington Park Townhouse Association hereby established is in no way in derogation of any rights or obligations now or hereafter established by The Jonathan Association or the Burlington Park Association, or by said Residential Standards, Covenants, Conditions and Restrictions, or said Declaration of Special Covenants, Conditions and Restrictions, as they may be from time to time amended. It is further hereby expressly provided that the Owners of Lots or Sites included within the boundaries of the said property and who are thereby members of the Association hereby created shall continue to be members of The Jonathan Association and the Burlington Park Association, and that the establishment of the Burlington Park Townhouse Association in no way relieves, removes, or reduces in any manner whatever the obligations of its members to The Jonathan Association, or the Burlington Park Association, and the Burlington Park Townhouse Association hereby created shall be subject

to and subordinate to The Jonathan Association and the Burlington Park Association in all respects. The Burlington Park Townhouse Association hereby created shall not have the power or right to exclude any member of The Jonathan Association or the Burlington Park Association, whether or not a member of the Burlington Park Townhouse Association, from, or in any manner interfering with, possession and enjoyment of the Common Areas and rights in Special Common Areas owned by The Jonathan Association or the Burlington Park Association. The establishment of the Burlington Park Association shall not in any manner contravene the rights of members in The Jonathan Association or the Burlington Park Townhouse Association as expressed in declarations that at any time, or from time to time, may affect all or any part of the Properties within The Jonathan New Town Development.

ARTICLE III

DEFINITIONS

Section 1. "Association" shall mean and refer to BURLINGTON PARK TOWNHOUSE ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Site which is a part of the property described herein, excluding contract sellers and including in place thereof their contract purchasers, and excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned in fee by the Burlington Park Townhouse Association for the common use and enjoyment of the Owners.

Section 5. "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 Area and with the exception of any Common Areas owned by The Jonathan Association and the Burlington Park Association and platted areas platted for convenience of description only.

Section 6. "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.

Section 7. "Declarant" shall mean and refer to Jonathan Housing Corporation, a Minnesota corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 8. "Living Unit" shall mean and refer to any portion of a multiple residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Site which is subject by covenants of record to assessment by the Association, excluding contract sellers and including in place thereof their purchasers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Site which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant 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 any Site.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Site owned. The Class B membership shall cease and be converted to Class A membership when the number of Class A votes equals or exceeds the number of Class B votes.

ARTICLE VI

NOTICE AND QUORUM

Written notice of any meeting called for the purpose of voting on any action governed by Article II, paragraphs (d), (e), and (f), shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called, subject to the same notice requirement set forth in this Article, and the required quorum at each subsequent meeting shall be one-half (1/2) of that required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Name	Address
Joseph E. Dennis, Jr.	No. 5 Olin Court, Chaska, Minnesota 55318
Paul J. Murphy	1436 Broadview Addition, Chaska, Minnesota 55318
I. S. Pedersen	1837 Fagerness Point Rd., Wayzata, Minnesota 55391

At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

ARTICLE VIII

The period of duration of this corporation shall be perpetual.

ARTICLE IX

The registered office of this corporation in the State of Minnesota shall be located in the City of Chaska, County of Carver.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

The names and addresses of the incorporators, each of whom is a natural person of full age, are:

Name	Address
Larry L. Vickrey	Jonathan Village Center, Chaska, Minn. 55318
William R. Soth	Jonathan Village Center, Chaska, Minn. 55318
Jackson H. Riedesel	9705 Pleasant Ave. So., Bloomington, Minn. 55431

ARTICLE XII

Members, directors and officers of this corporation shall not be personally liable to any extent whatsoever for obligations of this corporation.

ARTICLE XIII

This corporation shall have no capital stock, either authorized or issued.

ARTICLE XIV

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of each class of members of the Association.

IN TESTIMONY WHEREOF, the undersigned incorporators have hereunto
set their hands this 25 day of August, 1977.

In Presence of:
(as to all three incorporators)

Paul J. Murphy

Larry L. Vickrey
Larry L. Vickrey

William R. Soth
William R. Soth

Jackson H. Riedesel
Jackson H. Riedesel

STATE OF Minnesota)
) ss
COUNTY OF Newn.)

On the 25 day of August, 1977, before me, a
Notary Public within and for said County, personally appeared Larry L. Vickrey,
William R. Soth, and
Jackson H. Riedesel, to me known to be the persons described
in and who executed the foregoing Articles of Incorporation as their free act
and deed and for the uses and purposes therein expressed.

Bobbie J. Hughes

BOBBIE J. HUGHES
Notary Public, Hennepin County, Minn.
My Commission Expires June 26, 1978.

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STATE OF MINNESOTA
DEPARTMENT OF STATE

I hereby certify that the within
instrument was filed for record in this
office on the 14 day of Sept
A. D. 1977 at Plymouth, Minn.,
and was duly recorded in Book _____
of Incorporations, on page _____

Arlan d. Endahl
Secretary