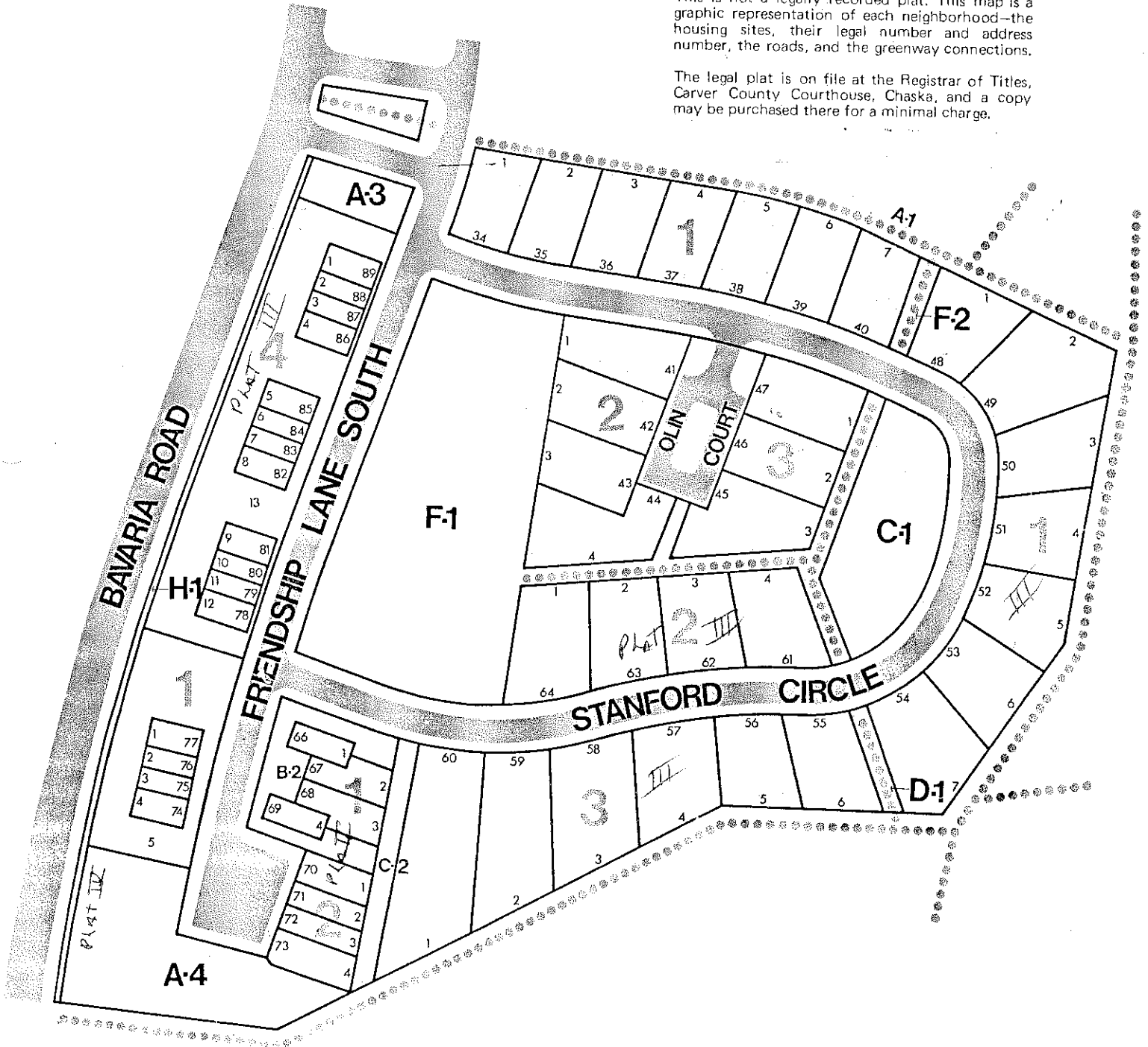


NEIGHBORHOOD ONE SOUTH

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.



#~~17536~~ 1735
N 15 P3 S.F.

JONATHAN HOUSING CORPORATION
DECLARATION OF
SPECIAL COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of this 18 day of October, 1972,
by JONATHAN HOUSING CORPORATION, a Minnesota corporation, hereinafter referred
to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of
Carver, State of Minnesota, which is more particularly described in Exhibit A
attached hereto and made a part hereof.

WHEREAS, Said property is subject to certain Residential Standards, Covenants,
Conditions and Restrictions filed for registration in the Office of the Carver
County Registrar of Titles and registered as Document No. ~~17536~~ 17356

WHEREAS, Declarant is desirous of establishing certain additional
covenants, conditions and restrictions with respect to the property described
in said Exhibit A.

NOW THEREFORE, Declarant hereby declares that all of the properties
described in Exhibit A shall be held, sold, conveyed, and developed subject to
and in accordance with the following covenants, conditions and restrictions,
which shall apply to each and every part and parcel thereof, and which shall
apply to and bind each and every successor in interest thereof, and which are
imposed upon said property as a servitude in favor of Declarant and The Jonathan
Housing Association, for the benefit of the property described in said Exhibit A
and for the benefit of each owner of any part or parcel thereof.

ARTICLE I

DEFINITIONS

For the purpose of this Declaration, the following terms shall have the
following definitions except as otherwise specifically provided:

Section 1. "Association" shall mean and refer to THE JONATHAN HOUSING ASSO-
CIATION, 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 in Exhibit A, 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 in Exhibit A attached hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property owned in fee by The Jonathan Housing 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 Outlots, until they are platted into numbered lots and blocks.

Section 6. "Site" shall mean and refer to any parcel of land conveyed to any one grantee for single family residence purposes, whether a single platted lot, or more, or less than a single platted lot.

Section 7. "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.

Section 8. "Declarant" shall mean and refer to JONATHAN HOUSING 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.

ARTICLE II

SUBORDINATION OF DECLARATION AND ASSOCIATION

All provisions, rights, terms, conditions and other matters contained in this Declaration, and the The Jonathan Housing Association herein referred to, shall be in all respects subordinate and subject to all provisions, rights, terms, conditions and other matters contained in the Residential Standards, Covenants, Conditions and Restrictions of record, and to The Jonathan Association, its successors and assigns. It is herein expressly provided that The Jonathan Housing Association herein referred to is in no way in derogation of any rights or obligations now or hereafter established by The Jonathan Association or by Residential Standards, Covenants, Conditions and Restrictions or other declarations heretofore and hereafter recorded. It is further hereby expressly provided that the Owners of Lots or Sites included within the boundaries of the property described in Exhibit A and who are thereby members of The Jonathan Housing Association shall continue to be members of The Jonathan Association, and that the establishment of The Jonathan Housing Association is no way relieves, removes, or reduces in any manner whatever the obligations of its members to The Jonathan Association, and

the Jonathan Housing Association shall be subject to and subordinate to The Jonathan Association in all respects. The Jonathan Housing Association shall not have the power or right to exclude any member of The Jonathan Association whether or not a member of The Jonathan Housing Association from, or in any manner interfere with, their possession and enjoyment of the Common Areas owned in fee by The Jonathan Association. The establishment of The Jonathan Housing Association shall not in any manner contravene the rights of members in The Jonathan 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

THE JONATHAN HOUSING ASSOCIATION

Declarant will incorporate as a non-profit corporation The Jonathan Housing Association in which all Site Owners are entitled and required to be members. There shall be no other qualification for membership and no costs in connection therewith except as herein set forth.

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 or Living Unit owned. When more than one person holds an interest in any Site or Living Unit, all such persons shall be members. The vote for such Site or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Site or Living Unit. For the purposes hereof, an owner of a single townhouse unit or condominium unit shall be considered to be a single family residential Site Owner. In addition, the Owner of any multiple dwelling unit or units who is entitled to be a member of said Association shall have one vote for each Living Unit in each multiple dwelling it owns.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Site or Lot 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 IV

MAINTENANCE ASSESSMENTS

Section 1. Declarant for each Site and Living Unit owned within the properties subject hereto, hereby covenants and each Owner of any Site or Living Unit 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 commencing January 1, 1975: (i) Annual Assessments and (ii) Special Assessments for capital improvements, 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 a Site or Living Unit from the date payable and may be enforced by action at law in the same manner as a mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Site or Living Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

In addition, each such 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 Site Owner in question.

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 development, improvement and maintenance of the Common Areas, including, but not limited to, costs of appropriate insurance and real estate taxes, and including private street maintenance and snow removal.

Section 3. Maximum Annual Assessment. Until January 1, 1975, there shall be no annual assessments; after January 1, 1975, the maximum annual assessment shall be Fifty Dollars (\$ 50.00) per Site, or in the case of a multiple family dwelling, Fifty Dollars (\$50.00) per Living Unit.

(a) From and after January 1, 1976, the maximum annual assessment may be increased each year not more than five percent (5 %) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1976, the maximum annual assessment may be increased above five percent (5 %) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such 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 in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for such 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 each class of membership 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 Assessments and Special Assessments shall be assessed on a uniform basis for all Site and Living Units 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on January 1, 1975. 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.

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 8 percent 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Site or Living Unit.

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.

ARTICLE V

PROPERTY RIGHTS

Section 1. The Common Areas conveyed or to be conveyed to the Association shall be conveyed subject to a reservation in Declarant of the right to use such Common Areas for utility development, either public or private, including without limitation as private utilities, wire, cable, wide-band coaxial cable and every other coaxial cable of every kind and description and appur-

tenances used or useful in connection therewith, and to grant rights therein to The Jonathan Association, utility companies, public agencies, or other persons, corporations or associations for use or development of utilities therein and to construct and make additional improvements in such Common Area.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Site or Living Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) 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 Site or Living Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Areas to The Jonathan Association or 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 signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the 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 or by any Owner 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 thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18 day of October, 1972

IN PRESENCE OF:

Bessie Hughes
Laurie Pedersen

JONATHAN HOUSING CORPORATION

By Henry M. Light

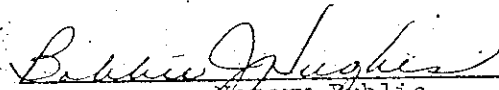
Its President

And [Signature]

Its Vice President

STATE OF MINNESOTA)
COUNTY OF Hennepin) ss

On this 18 day of October, 1972, before me, a Notary Public within and for said County, personally appeared Henry T. McKnight and Joseph E. Dennis to me personally known, who, being each by me fully sworn did say that they are respectively the President and the Vice President of 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 Henry T. McKnight and Joseph E. Dennis acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

BOBBIE J. HUGHES
Notary Public, Hennepin County, Minn.
My Commission Expires June 26, 1976.

17357

EXHIBIT A

Lots 1 through 7, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 6, Block 3;
all in Neighborhood One South-Plat Three,
according to the plat thereof on file and
of record in the Office of the Registrar of
Titles in and for Carver County, Minnesota.