

## ARTICLES OF INCORPORATION

OF

### THE JONATHAN 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 THE JONATHAN ASSOCIATION, hereinafter 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 Lots, Site, Living Units, Common Areas and Special Common Areas and for the development of such Common Areas within those portions of the Jonathan New Town Development as may be brought within the jurisdiction of this Association, hereinafter called "Jonathan", and to promote the health, safety and welfare of the residents within Jonathan for this purpose to:

a. exercise all of the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declarations that at any time or from time to time may effect all or any part of Jonathan as may be brought within the jurisdiction of the Association as the same may be amended from time to time as therein and herein provided, hereinafter collectively called the "Declarations";

b. exercise all of the powers, rights and privileges and to perform all of the duties and obligations of Jonathan Development Corporation, its subsidiaries and affiliated entities, successors and assigns, hereinafter called the "Developer", as Developer or, with the consent of the Association, others at any time and from time to time shall assign to this Association;

c. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms hereof, of the Declarations, and of the By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the affairs of the Association, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

d. 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, provided, however, that if any portion of the Common Areas are leased to commercial recreational developers for the purpose of providing recreation facilities for members, the net income from any such lease shall be applied to developing and maintaining the Common Areas in Jonathan;

e. borrow money, and with the assents of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose; mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred. The total debts of the corporation outstanding at any time and from time to time shall not exceed the total of two (2) years assessments current at the time the Associations' property, real or personal, is encumbered by said mortgage, pledge, deed of trust or hypothecation, provided that authority to exceed said maximum in any particular case may be given by an affirmative 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 this purpose;

f. dedicate, sell, grant, bargain, convey, or transfer all or any part of the Common areas or any right title, estate, or interest therein to any public or municipal agency, authority, corporation, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedications, conveyance, or transfer shall be effective unless assented to by two-thirds (2/3) of each class of members of the Association who are voting in person or by proxy at a meeting called for this purpose.

g. participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Common Areas, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of members. Nothing in this paragraph, however, shall be constructed to in any manner limit, restrict or interfere with the right of Developer to make additions to Jonathan or to designate additional portions of Jonathan as within the jurisdiction of the Association pursuant to the terms of the Declarations:

h. provide exterior maintenance for the Living Units and homes within Jonathan with the assent of the owner thereof;

i. provide garbage and trash collection;

j. provide fire and police protection;

k. supplement municipal services;

l. fix and collect assessments to be levied against the Lots, Sites and Living Units.

m. fix and collect any assessments, fees or charges to be levied against the Lots, Sites and Living Units for any services, maintenance, collection or protection provided said Lots, Sites or Living Units by the Association.

n. enforce any and all covenants, restrictions and agreements as provided in the Declarations;

o. pay taxes, if any, on the common properties and facilities; and

p. 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 to exercise.

### ARTICLE III DEFINITIONS

Section 1. "Common Areas" shall mean all real property in fee by the Association for the common use and enjoyment of the Owners.

Section 2. "Special Common Areas" shall mean all real property in which Developer shall have granted to the Association certain non-exclusive easements and rights all as more fully specified

and described in the Declarations and the conveyance therfo, but subject to the rights of the Developer as are set forth in the Declarations and the instrument of conveyance.

Section 3. "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 4. "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 platted for convenience of description only.

Section 5. "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 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Site or Living Unit which is a part of the Properties, (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.

#### ARTICLE IV NOTICE AND QUORUM

Written notice of any meeting called for the purpose of voting on any action governed by Article III, paragraphs e., f., and g 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 the required at the preceding meeting.

#### ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Site or Living Unit which is subject to covenants or record to assessment by the Association, excluding contract sellers and including in place thereof their purchasers, shall be a member of the Association (such persons or entities are hereinafter called "Owners"). 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, Site or other parcel of land which is subject to assessment by the Association.

#### ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:  
**Class A.** Class A members shall be all Owners with the exception of Developer and shall be entitled to one vote for each Lot, Site or Living Unit owned. When more than one person holds an interest in any Lot, Site or Living Unit, all such persons shall be members. The vote for such Lot, 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 Lot, Site or Living Unit. Provided, however, that on any vote taken on Association business the total multiple dwelling Living Unit votes of either class shall not exceed 49% of the total votes voted by such class, and if necessary each multiple dwelling Living Unit vote shall be appropriately weighted so that the total thereof does not exceed this maximum. On all votes taken in the Association, multiple dwelling Living Unit votes shall be taken and counted separately to effectuate the above.

**Class B.** The Class B member shall be Developer and shall be entitled to three (3) votes for each Site or Lot owned including Lots in preliminary plans in the Jonathan New Town Development which have been approved by the Federal Housing Administration for inclusion in the Association, plus three (3) votes for each multiple dwelling unit owned. The Class B membership shall cease and be converted to Class A membership when the number of Class A votes in the Association equals or exceeds the number of Class B votes therein.

Cumulative voting shall not be allowed.

Developer shall have the right to prohibit, stop or remedy any action to be, being or taken by the Association, as the case may be, if such action is or may be in violation of or has or may have a detrimental effect on Developer because of Developer's covenants and agreements under that certain Project Agreement, as the same may be amended from time to time, between The United States of America and Jonathan Development Corporation dated October 8, 1970, the terms of which are hereby incorporated herein by reference and made a part hereof or under that certain Agreement dated August 6, 1968 by and between the City of Chaska and Jonathan Development Corporation concerning development and maintenance responsibility for a portion of the Common Areas, the terms of which are hereby incorporated by reference and made a part hereof, and any and all other similar agreement or agreements between Developer and the City of Chaska covering Jonathan or any part thereof subject to the jurisdiction of the Association or any additions thereto whether dated before or after the date of these Articles of Incorporation. Provided, however, that JONATHAN shall exercise the rights provided for above only if the Association shall fail to remedy any action which is or may be in violation of such agreements after notice from JONATHAN so to do. The Association shall comply with the terms of the above described agreements and shall have the primary obligation therefore as to the Common Areas. These rights shall only be exercised by JONATHAN to the extent consistent with the said agreements and as long as they are in full force and effect and Developer controls Jonathan.

#### **ARTICLE VII BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of nine (9) 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
Robert J. Dahlin	Waconia, Minnesota 55387
B. H. Cunningham	Chaska, Minnesota 55318
J. C. Smith	Chaska, Minnesota 55318
Clyde Ryberg	Chaska, Minnesota 55318
Alvin Collins	Chaska, Minnesota 55318
H. Richard Korsh	13809 High Drive Burnsville, Minnesota 55378
William Weidenbacher	816 Normandale Highlands Drive Minneapolis, Minnesota 55431
Leon Johnson	9727 South Cedar Lake Road Minnetonka, Minnesota 55343
Ernest Hutton	1913 Dupont Avenue South Minneapolis, Minnesota 55411

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors 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 of 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 non-profit 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
Mr. Loren R. Knott	2400 First National Bank Building
Mr. Philip F. Boelter	Minneapolis, Minnesota 55402
Mr. Bruce W. Burton	

**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.

**ARTICLE XV  
FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Dedication of Common Areas, amendment hereto and annexation of additional properties.

IN TESTIMONY WHEREOF, the undersigned incorporators have hereunt set their hands this \_\_\_\_\_ day of May, 1971.

In presence of:

(s) Marilyn K. Blaine	(s) Loren R. Knott
(s) Charlotte L. Sadler	(s) Philip F. Boelter
	(s) Bruce W. Burton

STATE OF MINNESOTA )  
                          ) ss  
COUNTY OF HENNEPIN )

On this 21st day of May, 1971, before me, a Notary Public within and for said County, personally appeared LOREN R. KNOTT, PHILIP F. BOELTER, BRUCE W. BURTON, MARILYN K. BLAINE, and CHARLOTTE L. SADLER 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.

(s) Charlote L. Sadler  
Notary Public, Hennepin County,  
Minnesota  
My Commission expires Feb. 28, 1974

Notarial Seal