

JONATHAN DEVELOPMENT CORPORATION
SINGLE FAMILY RESIDENTIAL STANDARDS
COVENANTS, CONDITIONS AND RESTRICTIONS

The JONATHAN DEVELOPMENT CORPORATION, Declarant, (as defined in Section I hereof and sometimes referred to as "JONATHAN") is desirous of establishing certain minimum standards for the development of the single family residential development or developments located in Carver County, Minnesota, 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 all owners of land in the Jonathan New Town Development against such improper use of property as will depreciate the value of their property.
- (b) Guard against the erection of structures built of improper or unsuitable materials.
- (c) Encourage the erection of attractive improvements appropriately located to prevent an inharmonious appearance and function.
- (d) Provide adequate set backs, off-street parking; and in general to provide a development that will promote the general welfare of the Jonathan New Town Development.

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

NOW, THEREFORE, JONATHAN DEVELOPMENT CORPORATION, a Minnesota corporation, Declarant, hereby declares that the land described in Exhibit A hereto shall be held, sold, conveyed and developed in accord with the following standards and guide lines, in line with the aforementioned Criteria for Standards and subject to the following easements, restrictions, covenants and conditions 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 JONATHAN and the Jonathan Association, as defined in Section I hereof, for the benefit of the property described in Exhibit A attached hereto and each owner of any Site therein and for the benefit of the entire Jonathan Development, as defined in Section XIII hereof, and are as follows:

19621

Doc 12-21

Section II - Definitions

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

Subsection 1. "Association" shall mean and refer to THE JONATHAN ASSOCIATION, its successors and assigns.

Subsection 2. "Properties" shall mean and refer to the real property within the Jonathan New Town Development, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Subsection 3. "Common Areas" shall mean all real property owned in fee by the Association for the common use and enjoyment of the Owners.

Subsection 4. "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 Section VII, Subsection 1 hereof, but subject to the rights of Jonathan as are set forth in said Section VII, Subsection 1.

Subsection 5. "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.

Subsection 6. "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.

Subsection 7. "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.

Subsection 8. "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.

Subsection 9. "JONATHAN" shall mean and refer to Jonathan Development Corporation, its subsidiaries and affiliated entities, and successors and assigns

of the rights reserved herein to Jonathan Development Corporation, provided any such assign shall acquire more than one undeveloped Site, Lot or any multiple dwelling property from Jonathan Development Corporation for the purpose of development.

Subsection 10. "Declarations" shall mean and refer to this declaration and other declarations that at any time or from time to time may affect all or any part of the Properties as the same may be amended from time to time as therein and herein provided.

Subsection 11. "Members" shall mean and refer to those persons entitled to membership in the Association as provided in the Declarations.

Other terms shall have the meanings attributed to them herein.

Section II - 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, and an attached garage for not more than three cars. No garages shall be erected on any Site except attached garages. Each dwelling erected shall have an attached garage for at least two cars and on site parking spaces exclusive of garages to accommodate at least two additional cars.
- (b) 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 JONATHAN.
- (c) Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to the members of his family, or his tenants.
- (d) 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 other Owners or to JONATHAN.
- (e) All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska. 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.
- (f) No sign shall be placed on any Site except that one "for sale" sign may be placed on any Site if approved by JONATHAN as long as it has class "B" votes as hereinafter defined and by the Association thereafter.
- (g) No birds, animals or insects shall be kept on any Site except dogs, cats and other common household pets,

provided that they are not kept, bred or maintained for any commercial purposes.

- (h) No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on any Site at any time as a residence, either temporarily or permanently.

- (i) 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.

- (j) No objectionable trees or shrubbery, such as cottonwood and box elder trees, shall be planted on any Site subject hereto.

- (k) No profession or home industry shall be conducted in or on any Site without the specific written approval of JONATHAN as long as it has class "B" votes as hereinafter defined and by the Association thereafter. JONATHAN or the Association, whichever has authority therefor at the time in question, 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 JONATHAN or said Association, whichever then has authority, to be compatible with a high quality residential neighborhood.

- (l) 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 Jonathan Development.

Section III - Required Yards and Site Maintenance

- (a) All structures to be erected upon a Site shall be setback a distance of not less than ten (10) feet from the front line of the Site, except where garage doors face such front line, in which case the garage shall be setback not less than eighteen (18) feet from the front line.

- (b) All structures to be erected upon a Site shall be setback a distance of not less than thirty (30) feet from the rear line of the Site.

- (c) All structures to be erected upon a Site shall be setback a distance of not less than ten (10) feet from one side line of the Site and not less than five (5) feet from the other side line.

- (d) No buildings or structures except fences shall be permitted in the required setback.

- (e) 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 JONATHAN as long as it has class "B" votes as hereinafter defined and by the Association thereafter.

- (f) 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. In the event an owner of any Site in the Properties, entitled and required to belong to the Association, shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Site and 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.

Section IV - Plan Approval

- (a) No improvement shall be commenced, erected, placed or exteriorly altered, including normal staining or repainting, nor any substantial landscape work done on any residential Site until the building or other alteration plans, specifications, including elevations and architects' rendering, a plat showing the location of such improvement on the particular building Site, including general landscape plans, have been submitted to and approved in writing by JONATHAN as long as it has class "B" votes as hereinafter defined and by the Association thereafter, as to fulfilling the purposes and Criteria for Standards herein contained. Provided, however, that JONATHAN or the Association, whichever has authority therefor at the time in question, 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 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 JONATHAN or the Association, whichever has authority therefor at the time in question, 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 JONATHAN or the Association, whichever has authority therefor at the time in question. JONATHAN or the Association, whichever has authority therefor at the time in question, 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 JONATHAN'S reasonable disapproval of any such plans. Failure of JONATHAN or the Association, whichever has authority therefor at the time in question, to disapprove any plans within sixty (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 JONATHAN or the Association, whichever has authority therefor at the time in question, be carried on with dispatch and upon completion thereof, the Site shall be promptly landscaped.

- (b) All improvements shall be constructed in conformity with the then existing building codes and other applicable codes, ordinances and regulations of the City of Chaska.

Section V - Homeowners Association

JONATHAN has incorporated as a non-profit corporation The Jonathan 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 set forth in Section VIII hereof. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of JONATHAN 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. Said Association shall also have as members other landowners in the Jonathan Development. All single family residential Site Owners in the Jonathan Development who are members of such Association shall have one vote for each Site owned. 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. Provided, however, that on any vote taken on Association business the total multiple dwelling 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 votes shall be taken and counted separately to effectuate the 49% policy set forth above.

Class B. The Class B member shall be JONATHAN and shall be entitled to three (3) votes for each Site or Lot owned in the Properties or in preliminary plats in the Jonathan New Town Development which have been approved

by the Federal Housing Administration for inclusion in the Properties, plus three (3) votes for each multiple dwelling unit owned in Properties. 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.

JONATHAN 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 JONATHAN'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, and a copy of which is on file at JONATHAN, or under that certain Agreement dated August 6, 1968 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 a copy of which is on file at JONATHAN, and any and all other similar agreement or agreements between JONATHAN 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 hereof. 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. 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 JONATHAN controls the Jonathan Development as defined in ARTICLE XIII hereof. The Association shall comply with the terms of the above described agreements and shall have the primary obligation therefor as to the Common Areas. The rights herein granted shall apply whether or not JONATHAN shall at the time in question have Class B membership in the Association.

Section VI - Completion of Construction of Improvements

If any structure is begun after approval of the plans therefor as provided in Section IV hereof and is not completed within one (1) year after the commencement of said construction, and in the judgment of JONATHAN is of offensive or unsightly appearance, JONATHAN, 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 obligation of the Site Owner or Owners of the Site improved, as the case may be, and shall be a lien on the property 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 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 conveying the Site in question to such purchaser. 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 pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien for such improvements as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site from liability for any assessments thereafter becoming due or from the lien thereof.

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 - Common Areas

Subsection 1. The Common Areas conveyed to the Association prior to the date hereof are legally described in Exhibit B attached hereto and made

a part hereof. Said Common Areas were conveyed to the Association by JONATHAN subject to a reservation in JONATHAN of the right to use such Common 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 and to construct and make additional improvements in such Common Areas as JONATHAN shall deem necessary for appropriate development of The Jonathan Development, as defined in Section XIII hereof during the development period thereof. In addition to the Common Areas, JONATHAN has granted to the Association the non-exclusive easements and rights in the Special Common Areas, all as more fully specified and described in Exhibit C attached hereto and made a part hereof. It is understood and agreed that JONATHAN shall have the right to dedicate or convey any such Special Common Areas to the City of Chaska or other public or municipal corporation free of all rights of the Association and the Owners except subject to the specific rights as set forth in said Exhibit C.

Subsection 2. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and the specified rights then in effect as to the Special Common Areas which shall be appurtenant to and shall pass with the title to every Site 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 situate upon the Common Areas;
- (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 Site remain unpaid and for a period not to exceed sixty (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 Areas;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 two-thirds (2/3) of each class of 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 VIII, Subsection 5. The rights of the Association contained in this subsection (c) shall be in addition to and shall in no way limit the rights granted to JONATHAN in this Section VII.

- (d) The Association shall have the right to lease portions of the Common Areas to commercial recreational developers for the purpose of providing recreational facilities or services or both to members provided that the net income from any such lease shall be applied to developing and maintaining the Common Areas in the Jonathan Development.

Subsection 3. Every Owner of a Site which abuts an area which constitutes a part of the Common Area heretofore or hereafter conveyed to the Association, by acceptance of a deed for said Site, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain the portion of said area abutting said Site in the same manner and to the same extent and condition as portions of the Common Area maintained by the Association, unless the portion of such an area abutting said Site exceeds twenty (20) feet in width; provided, however, that the Association rather than the Owner shall be responsible for maintenance of walkways, trees, shrubs, and other landscaping and improvements within said area, if any. If a portion of such an area not exceeding twenty (20) feet in width lies between two Sites, the Owners of said Sites shall share equally the obligation to maintain such portion of said area. Any Owner shall have the right to maintain any other portion of the Common Areas abutting the Owner's Site, provided that such maintenance is not inconsistent with the plans of the Association for maintenance of such Common Areas.

Section VIII - Maintenance Expenditures and Assessments

Subsection 1. JONATHAN for each Site owned within the properties subject hereto, hereby covenants and each Owner of any Site 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 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 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 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 from liability for any assessments thereafter becoming due or from the lien thereof.

Any lien claim filed for record pursuant hereto shall terminate six (6) months after filing, unless a suit and appropriate lis pendens to enforce said lien has been filed of record in Carver County before the end of said six-month period. 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.

Subsection 2. 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 Areas.

Subsection 3.

- (a) Until January 1, 1972, the maximum Annual Assessment shall be \$50.00 per Site.
- (b) Commencing in the year 1972, the maximum Annual Assessment may be increased each year not more than five percent (5%) of the assessment for the previous year without a vote of the membership.
- (c) Commencing in the year 1972, 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 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 Subsection 3.

Subsection 4. 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 this purpose.

Subsection 5. 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 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 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Subsection 6. 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-annual or annual basis as shall be determined by the Board of Directors of the Association. Assessments shall be made on a per Site basis with each Site presumed to be benefited equally.

Subsection 7. The Annual Assessments provided for herein shall commence as to all Sites on the first day of the month following the conveyance of the first of the Common Areas. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Site 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 Site have been paid.

Subsection 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. 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.

Section IX - Enforcement

- (a) 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 these standards, (iii) both (i) and (ii) or (iv) a suit to foreclose any lien authorized herein. The assessments provided for in Section VIII hereof shall be enforceable by the Association by a money judgment against the Owner or Owners responsible therefor or by a suit to foreclose the lien authorized in said Section VIII.

- (b) 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.

- (c) JONATHAN, as long as it has Class "B" votes, and the Association thereafter, 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: II (h), III (a) III (b), III (c) and II (f) to allow one tasteful owner identification sign where special circumstances make such a sign necessary.

- (d) 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.

- (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 eight percent (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 mortgagees' or foreclosure sale shall be bound by and subject to these standards as fully as any other Owner of any Site subject hereto.

- (g) 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.

Section X - Non-Discrimination

Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making

of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny any of the property described in Exhibit A to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting the property covered by these Development Standards relating to race, color, religion, sex or national origin which is inconsistent with this Section X is recognized as being illegal and void and is specifically disclaimed.

Section XI - Advertising

Any Owner of any portion of the land described in Exhibit A attached hereto who constructs houses for resale or rents houses or apartments or who intends to sell more than one constructed house to a third person agrees that any advertisement for the sale of housing or rental of housing constructed by him in the Jonathan Development will adhere to the following restrictions:

- (a) All advertising in any communication medium or any printed matter made available to the public shall state that the project is equal opportunity housing.
- (b) A substantial part of all advertising depicting persons, undertaken by said Owner in each medium and each audience, shall depict persons of both majority and minority identity.
- (c) On any construction site, there shall be a poster displayed in a conspicuous place stating that the structure or structures being built will be sold or rented on a non-discriminatory basis. Such poster shall be of any type or form which the Department of Housing and Urban Development may reasonably specify.
- (d) In any location of said Owner where sales and rental transactions are normally made or inquiries from the public are received, there shall be posted in a conspicuous, well lighted place a fair housing notice or poster stating the non-discriminatory policy of said Owner or such poster stating that policy as the Department of Housing and Urban Development may reasonably specify.
- (e) No qualifying criteria for the selection of dwellers in low or moderate cost housing which promotes discrimination based on race, color, religion, sex or national origin shall be permitted by said Owner.

Section XII - Enforcement of Sections X and XI

JONATHAN shall be deemed a beneficiary of the covenants contained in Sections X and XI hereof, and the United States shall be deemed a

beneficiary of these covenants and these covenants shall run in favor of JONATHAN or the United States for the entire period during which these covenants relate. As such a beneficiary, JONATHAN or the United States, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of these covenants may be entitled.

Section XIII - The Jonathan Development

The property described in Exhibits A, B and C hereto are located within and are part of the Jonathan New Town Development. JONATHAN intends to develop as part of the Jonathan New Town Development in excess of 5,000 acres of land being all or part of the following described land:

Sections 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33 and 34, in Township 116, Range 23,

And

Sections 13, 14, 23, 24, 25 and 26, in Township 116, Range 24, Carver County, Minnesota.

It is the intention of JONATHAN that the Jonathan Association will serve the functions outlined herein for all or at least a substantial portion or portions of said land. To effectuate the above, it is agreed that additional land within the area described above may be, but need not be, annexed by JONATHAN, without the consent of the members of the Association, as property subject to the jurisdiction of the Association and in which Owners are entitled to be and must be members of the Association. Any Owners in such areas shall thereafter become members of the Association with votes and subject to assessments as herein provided. In connection therewith, JONATHAN will be conveying to the Association additional Common Areas and rights in additional Special Common Areas. The Owners shall have the same rights in any such Common Areas as they have in the Common Areas more fully described in Exhibit B hereto and all rights as specified in the conveyance of Special Common Areas. The assessments levied pursuant hereto may be used not only for the Common Areas specifically described in Exhibits B and C hereto but also in such additional

Common Areas or Special Common Areas as JONATHAN from time to time shall convey, or convey rights in, to the Association.

Section XIV. The following outlots in Neighborhood Nine, according to the plat thereof on file and of record in the Registrar of Titles, Carver County, Minnesota, shall be sold, transferred and conveyed together with the following numbered lots in said Neighborhood Nine, and said outlots and numbered lots shall not be divided or separately sold, transferred or conveyed:

<u>Outlot</u>	<u>No. Lot</u>
B	Lot 1, Block 1
C	Lot 1, Block 3
G	Lot 1, Block 4
J	Lot 4, Block 6
K	Lot 6, Block 4
P	Lot 5, Block 7
Q	Lot 1, Block 7
R	Lot 7, Block 3
S	Lot 9, Block 1
T	Lot 10, Block 1
U	Lot 4, Block 2
E	Lot 2, Block 4
F	Lot 1, Block 4
H	Lot 4, Block 6
Y	Lot 1, Block 2
Z	Lot 19, Block 1
AA	Lot 18, Block 1

The above listed outlots shall be used only for open space and landscaping purposes. Said outlots shall not be improved with any building or other structure, except landscaping structures installed by the Jonathan Association or installed by the owner with Jonathan Association approval, and shall not be used for driveway or roadway purposes. The Jonathan Association shall have the right to plant and install landscaping within any or all of said outlots. Said outlots may be used for computation of building setbacks, as herein set forth.

The Jonathan Association also shall have the right to install and construct earth berms and landscaping upon said Outlots E, F and H and shall have the option of maintaining all or a portion of said landscaping.

Said Outlots Y, Z and AA shall be subject to a nonexclusive easement in favor of the Jonathan Association for utility, greenway and walkway purposes, which easement shall be subject to the right of Jonathan Development Corporation to use said land for utility development, either public or private (including without limitation as private utilities, wire, cable, wide band coaxial cable and

IN TESTIMONY WHEREOF, the said JONATHAN has caused these presents to be executed in its corporate name by its Senior Vice President and Vice President and its corporate seal to be hereunto affixed this 14th day of December, 1973.

~~JONATHAN DEVELOPMENT CORPORATION~~

By

Its Senior Vice President

Ad

Its Vice President

On this 14th day of December, 1973, before me, a Notary Public within and for said County, personally appeared Julius C. Smith and William D. Weidenbacher to me personally known, who, being each by me duly sworn did say that they are respectively the Senior Vice President and Vice President of JONATHAN DEVELOPMENT 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 Julius C. Smith and William D. Weidenbacher acknowledged said instrument to be the free act and deed of said corporation.

Mary Ann Kottke
Notary Public, Mary Ann Kottke

-17-

EXHIBIT B

Outlots A, B, C and D, Neighborhood One, files of the Registrar of Titles, Carver County, Minnesota, except that part of Outlot D in the plat of Neighborhood Two, files of the Registrar of Titles, Carver County, Minnesota.

Outlots A, B and C, Neighborhood Two, files of the Registrar of Titles, Carver County, Minnesota.

Outlots E, F and G, Neighborhood Three, files of the Registrar of Titles, Carver County, Minnesota.

Outlots C, D, E, F and that part of Outlot B lying northerly of the extension westerly of the South Line of Outlot C, all according to the plat of Neighborhood Five, files of the Registrar of Titles, Carver County, Minnesota.

Tract I, Registered Land Survey No. 39, files of the Registrar of Titles, Carver County, Minnesota.

Outlots A, D, H and that part of Outlot F lying easterly of the westerly line of Outlot E extended North, Neighborhood One South, according to the plat thereof on file and of record in the office of the Registrar of Titles, Carver County, Minnesota.

EXHIBIT C

A non-exclusive easement for ingress to and egress from and for recreational and scenic use of the hereinafter described lands and the facilities from time to time located thereon.

Tract C, Registered Land Survey No. 39, filed of the Registrar of Titles, Carver County, Minnesota.

Outlot D, Neighborhood Three, files of the Registrar of Titles, Carver County, Minnesota.

Doc # 19621
File # 4541

CERTIFICATE NUMBER 8771-8824
BOOK 2526 PAGE 283-320, 1-26

STATE OF MINNESOTA, } ss
County of Carver

OFFICE OF THE REGISTER OF TITLES

This is to certify that the within instrument
was filed in this office at Chaska, Minnesota
on the

18 day of September, A. D. 1973
at 11 o'clock A M.

Carol A. Hanson by DB
Registrar of Titles