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[Signature]
Carl W. Hanson, Jr.
County Recorder

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COMMON INTEREST COMMUNITY NO. 96
Condominium

ARBOR FIELD

DECLARATION

This Declaration is made in the County of Carver, State of Minnesota, on this 11th day of April, 2006, by BrightKEYS Homes of Arbor Field, LLC, a Minnesota limited liability company (the "Declarant"), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), for the purpose of creating Arbor Field as a condominium under the Act.

WHEREAS, Declarant is the owner of certain real property located in Carver County, Minnesota, legally described in Exhibit B attached hereto, and Declarant desires to submit said real property and all improvements thereon (collectively the "Property") to the Act as a condominium, and

WHEREAS, Declarant also owns the real property legally described in Exhibit C attached hereto (the "Additional Real Estate"), and has the option to add all or a part of the Additional Real Estate to the Property, and

WHEREAS, Declarant desires to establish on the Property, and any Additional Real Estate added thereto, a plan for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the structural quality, and the original architectural character of the Property, and

WHEREAS, the Property (i) is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest ownership; (ii) is not subject to a master association as defined in the Act; and (iii) does not include any shoreland as defined in Minnesota Statutes Section 103F.205.

THEREFORE, Declarant subjects the Property to this Declaration under the name "Arbor Field," consisting of the Units referred to in Section 2, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all Additional Real Estate added thereto, shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1

DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

- 1.1 **"Act"** means the Minnesota Common Interest Ownership Act, Minnesota Statutes Chapter 515B, as amended now and in the future.
- 1.2 **"Additional Real Estate"** means the real property legally described in Exhibit C attached hereto, including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Declarant has the right to add to the common interest community.
- 1.3 **"Assessments"** means all assessments levied by the Association pursuant to Section 6, including annual Assessments, special Assessments and limited Assessments.
- 1.4 **"Association"** means Arbor Field Homeowners' Association, a nonprofit corporation, which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Section 515B.3-101 of the Act, whose members consist of all Owners.
- 1.5 **"Board"** means the Board of Directors of the Association as provided for in the Bylaws.
- 1.6 **"Building"** means each structure which is or becomes a part of the Property and contains any Units.
- 1.7 **"Bylaws"** means the Bylaws governing the operation of the Association, as amended from time to time.
- 1.8 **"Common Elements"** means all parts of the Property except the Units, including all improvements thereon.
- 1.9 **"Common Expenses"** means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including Assessments and items otherwise identified as Common Expenses in the Declaration or Bylaws.

- 1.10 "Declarant Control Period" means the time period during which Declarant has the exclusive right to appoint the members of the Board, as described in Section 16.7.
- 1.11 "Eligible Mortgagee" means any Person which owns a first mortgage on a Unit and which has requested in writing that the Association notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.
- 1.12 "Governing Documents" means this Declaration, and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
- 1.13 "Jonathan" means that mixed-use residential and commercial development located in the City of Chaska, Minnesota, and governed by the Jonathan Covenants.
- 1.14 "Jonathan Association" means The Jonathan Association, a non-profit corporation created in 1971 pursuant to Minnesota Statutes Chapter 317A, and its successors and assigns, whose members are the Owners and other persons defined as members in the Jonathan Covenants. Jonathan Association is not a "master association" as defined in the Act.
- 1.15 "Jonathan Covenants" means the Declaration of Development Standards, Covenants, Conditions and Restrictions dated September 12, 2001 and recorded on October 15, 2001 in the Office of the County Recorder for Carver County, Minnesota as Document No. A298082 which grant, establish or impose certain easements, development standards, restrictions, covenants and conditions upon the Property, Owners and Occupants.
- 1.16 "Limited Common Elements" means a portion of the Common Elements allocated by the Declaration or by operation of Section 515B.2-102(d) or (f) of the Act for the exclusive use of one or more, but fewer than all, of the Units.
- 1.17 "Member" means all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words "Owner" and "Member" may be used interchangeably in the Governing Documents.
- 1.18 "Occupant" means any person or persons, other than an Owner, in possession of or residing in a Unit.
- 1.19 "Owner" means a Person who owns a Unit, but excluding contract for deed vendors, mortgagees, holders of reversionary interests in life estates and other secured parties within the meaning of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate.
- 1.20 "Person" means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee, or other legal entity capable of holding title to real property.

- 1.21 "Plat" means the recorded plat depicting the Property pursuant to the requirements of Section 515B.2-110(c) of the Act, including any amended or supplemental Plat recorded from time to time in accordance with the Act.
- 1.22 "Private Alleys" means the private alleys located in the Common Elements providing ingress and egress between a public street and the Limited Common Element driveways allocated to the Units.
- 1.23 "Property" means all of the real property subjected to this Declaration, now or in the future, including the Units and all other structures and improvements located thereon. The Property is legally described in Exhibit B attached hereto.
- 1.24 "Rules and Regulations" means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.
- 1.25 "Unit" means a part of the property within a Building, including one or more rooms or enclosed spaces, occupying part of one or more floors, designed and intended for separate ownership and use, as described in Section 2 and shown on the Plat.

Any terms used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act. References to Section numbers refer to the Sections of this Declaration unless otherwise indicated.

SECTION 2

DESCRIPTION OF UNITS AND BOUNDARIES, AND RELATED EASEMENTS AND RESTRICTIONS

2.1 Units. There are eight (8) Units; provided, that Declarant has the exclusive right to (i) add additional Units in accordance with Section 17 of this Declaration, and (ii) subdivide, combine or convert Units in accordance with Section 17 of this Declaration. All Units are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. The Unit identifiers and locations of the Units are as shown on the Plat, which is incorporated herein by reference. A schedule of Units is set forth on Exhibit A attached hereto.

2.2 Unit Boundaries. The boundaries of each Unit shall be the interior unfinished surfaces of its perimeter walls, floors and ceilings. Wallpaper, paneling, tiles and other finishing materials adhered to the interior of the Unit boundaries shall be a part of the Unit; provided, that any load bearing portions of any interior or perimeter walls, columns, ceilings or floors, and any common utility lines or other common facilities located in or passing through a Unit, shall be Common Elements. The boundaries of each Unit shall also extend along the inside unfinished surfaces of its perimeter doors and windows, and their frames, and said perimeter doors, windows and frames, and their hardware, shall be deemed to be Limited Common Elements appurtenant to such Unit. Subject to this Section and Section 3.2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

2.3 Appurtenant Easements. The Units shall be subject to and benefited by the easements described in Section 11.

SECTION 3

COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND OTHER PROPERTY

3.1 Common Elements. The Common Elements and their characteristics are as follows:

3.1.1 All of the Property not included within the Units constitutes Common Elements. The Common Elements include those parts of the Property designated as Common Elements in this Declaration, on the Plat or in the Act.

3.1.2 The Common Elements shall be subject to (i) the easements described in this Declaration, the Plat and any other recorded instrument; (ii) the rights of Owners and Occupants in Limited Common Elements appurtenant to their respective Units and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

3.1.3 Except as otherwise expressly provided in the Governing Documents, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association.

3.1.4 Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 Limited Common Elements. The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Units to which they are allocated. The rights to the use and enjoyment of the Limited Common Elements are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units, as follows:

3.2.1 Those parts of the Building located outside the Unit's boundaries, such as chimney flues, exterior doors and windows and their frames, windows, skylights, and related trim, hardware and fixtures, are allocated to the Unit or Units they serve.

3.2.2 Improvements, if any, such as decks, patios, porches, balconies, shutters, awnings, window boxes, walks, stairways, doorsteps and stoops, which are designed to serve a certain Unit or Units, and replacements and modifications thereof authorized pursuant to Section 7.10, if located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to the Unit or Units they serve.

3.2.3 Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only a certain Unit or Units, are allocated to the Unit or Units they serve.

3.2.4 Heating, ventilating or air conditioning equipment serving only a certain Unit or Units, and located wholly or partially outside the Unit or Unit's boundaries, are allocated to the Unit or Units served by such equipment.

3.3 Annexation of Other Property. In addition to any Additional Real Estate added by Declarant, other real property may be added to the common interest community as Units or Common Elements, or any combination thereof, and subjected to this Declaration, with the approval of (i) Owners (other than Declarant) of Units to which are allocated at least sixty-seven percent of the votes in the Association, and (ii) Declarant so long as Declarant owns any unsold Unit for sale or has the right to add Additional Real Estate to the Property.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

4.1 Membership. Each Owner shall be a member of the Association solely by reason of owning a Unit, and the membership shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.

4.2 Voting and Common Expenses. Voting rights, Common Expense obligations and undivided interests are allocated among the Units equally; provided, that Common Expense allocations are subject to Sections 6.4 and 6.7. Said rights, obligations and interests shall be reallocated, based upon the same allocation formula, among the Units as additional Units are added to the Property.

4.3 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interests, and the title to the Units, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit shall be void. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, only the Owner or other Person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in Section 3 of the Bylaws.

SECTION 5

ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association and the Property shall be governed by the Governing Documents, the Rules and Regulations, and the Act. The Association shall be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act and the statute under which the Association is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible and (iii) preserving the value and the architectural character of the Property.

5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association, and shall be binding on all Owners and Occupants.

5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents or the Act. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

5.8 Resale Disclosure Certificates. Pursuant to Section 515B.4-107 of the Act, in the event of a resale of a Unit by an Owner other than Declarant, that Owner shall furnish to the purchaser a Resale Disclosure Certificate containing the information required by Section 515B.4-107(b) of the Act. Pursuant to Section 515B.4-107(d) of the Act, the Association shall, within ten days after a request by an Owner or the Owner's authorized representative, furnish the Resale Disclosure Certificate. The Association may charge a reasonable fee for furnishing the Resale Disclosure Certificate and any documents related thereto.

SECTION 6

ASSESSMENTS

6.1 General. Assessments shall be determined and assessed against the Units by the Board, in its discretion; subject to the requirements and procedures set forth in this Section 6 and the requirements of the Bylaws. Assessments shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3 and limited Assessments under Section 6.4. Annual and special Assessments shall be allocated among the Units in accordance with the allocation formula set forth in Section 4.2. Limited assessments under Section 6.4 shall be allocated to Units as set forth in that Section.

6.2 Annual Assessments. Annual Assessments shall be established and levied annually by the Board. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared by all Units in accordance with the allocation formula set forth in Section 4.2. Annual Assessments shall be payable in equal monthly or quarterly installments, as established by the Board. Annual Assessments shall provide, among other things, for an adequate reserve fund for the replacement of the Common Elements and those parts of the Units (if any) for which the Association is responsible and which are not funded by limited Assessments pursuant to Section 6.4.

6.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units in accordance with the allocation formula set forth in Section 4.2. Special assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense.

6.4 Limited Assessments. In addition to annual assessments and special assessments, the Board may, at its discretion, levy and allocate "limited assessments" among only certain Units in accordance with the following requirements and procedures:

6.4.1 Any Common Expense associated with the maintenance; repair, or replacement of a Limited Common Element shall be assessed exclusively against the Unit or Units to which that Limited Common Element is allocated equally, in proportion to

their relative area or by actual cost per Unit, unless otherwise determined by resolution of the Board.

6.4.2 Any Common Expense benefiting fewer than all of the Units but not falling within Section 6.4.1 may, at the Board's discretion, be assessed against the Unit or Units benefited equally, in proportion to their relative area or by actual cost per Unit.

6.4.3 The costs of insurance may be assessed equally, in proportion to undivided interests or by actual cost per Unit, and the costs of common utilities may be assessed equally, in proportion to usage, undivided interests or by such other reasonable allocation as may be approved by the Board.

6.4.4 Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Unit.

6.4.5 Late charges, fines and interest may be assessed as provided in Section 14.

6.4.6 Assessments levied under Section 515B.3-116(a) of the Act to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.4.7 If any damage to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Unit to the extent not covered by insurance.

6.4.8 If any Assessment or installment of an Assessment becomes more than thirty days past due, then the Association may, upon ten days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

6.4.9 If Common Expense liabilities are reallocated for any purpose authorized by the Act, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Assessments levied under Sections 6.4.1 through 6.4.7 may, at the Board's discretion, be assessed as a part of, or in addition to, the Assessments levied under Section 6.1 or 6.2.

6.5 Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services during the Association's beginning years of operation. The Board shall include in each subsequent annual budget a reasonable amount of working capital, based upon the anticipated needs of the Association for the year in question. There shall be contributed on a one-time basis for each Unit sold an amount equal to two months installments of the estimated Common Expense Assessment for the Unit. The contribution shall be paid at the earlier of the time of closing of sale of the Unit or the time of termination of the Declarant Control Period. The contributions to this fund are in addition to the regular monthly installments of Assessments. The funds shall be deposited into a segregated

Association account no later than the termination of the Declarant Control Period. Declarant may not use the funds to defray any of its expenses, reserve contributions or construction costs, or to make up any budget deficit during the Declarant Control Period. However, upon the closing of the sale of an unsold Unit, Declarant may reimburse itself from funds collected from the purchaser at the closing for any contributions made by Declarant to the working capital fund with respect to that Unit.

6.6 Liability of Owners for Assessments. The obligation of an Owner to pay Assessments shall commence at the later of (i) the time at which the Owner acquires title to the Unit, or (ii) the due date of the first Assessment levied by the Board, subject to the alternative Assessment program described in Section 6.7. The Owner at the time an Assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act.

6.7 Declarant's Liability for Assessments. Pursuant to Section 515B.3-115(b) of the Act, the Declarant's liability for Assessments shall be subject to the following limitations.

6.7.1 Notwithstanding anything to the contrary in the Governing Documents, if a Common Expense Assessment has been levied, any unsold Unit owned by Declarant shall be assessed at the rate of twenty-five percent of the Assessments (exclusive of replacement reserves) levied on that Unit and other Units of the same type until a certificate of occupancy or comparable municipal approval has been issued with respect to such Unit.

6.7.2 The provisions of Section 6.7.1 shall not affect the share of replacement reserves for Units owned by Declarant, which reserves must be funded by Declarant as required by Section 515B.3-115 of the Act. However, there are no assurances that Declarant's reduced Assessment obligations will not affect the level of services for other items set forth in the Association's budget.

6.7.3 The Declarant's reduced Assessment obligation shall apply to each Unit owned by Declarant at the time that any Assessment is levied against the Unit, and shall terminate with respect to each such Unit upon the issuance of a certificate of occupancy or comparable municipal approval for the Unit.

6.8 Assessment Lien. The Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as Assessments, under this Section 6. Recording of the Declaration constitutes record notice and perfection of any lien under this Section 6, and no further recordation of any

notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.9 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the state of Minnesota (i) by action, or (ii) by advertisement in a like manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.

6.10 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Unit. Notwithstanding the foregoing, if (1) a first mortgage on a Unit is foreclosed, (2) the first mortgage was recorded on or after the date of recording of this Declaration, and (3) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid Assessments for Common Expenses levied pursuant to Sections 515B.3-115(a), (e)(1) to (3), (f), and (l) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

6.11 Real Estate Taxes and Assessments. Real estate taxes, special assessments, and other charges and fees which would normally be levied against the Common Elements by governmental authorities, shall be allocated equally among and levied against the Units, and shall be a lien against each Unit in the same manner as a lien for real estate taxes and special assessments levied against the Unit alone.

6.12 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Unit until released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Unit, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7

RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the

occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Act, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Subdivision Prohibited. Except as permitted by the Act, no Unit nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Units.

7.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively for private, single family residential purposes, and not for transient, hotel, commercial, business or other non-residential purposes, except as permitted by Section 7.4. The number of occupants per Unit may be restricted in accordance with any applicable municipal ordinances and standards acceptable under the Fair Housing Amendments Act of 1988. Any lease of a Unit (except for occupancy by guests with the consent of the Owner) for a period of less than thirty days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

7.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit or the Common Elements except:

7.4.1 An Owner or Occupant residing in a Unit may maintain a home occupation in such Unit and handle matters relating to such home occupation by telecommunications or correspondence therefrom; provided, that such uses (i) are incidental to the residential use; (ii) do not involve physical alteration of the Unit visible from the exterior; (iii) are in compliance with all governmental laws, ordinances and regulations; and (iv) do not involve any observable business activity such as signs, advertising displays, or regular deliveries, pedestrian traffic or vehicular traffic to and from the Unit by customers or employees.

7.4.2 The Association may maintain offices on the Property for management and related purposes.

7.4.3 Declarant may maintain offices, sales facilities and other business facilities on the Property in connection with the exercise of its special declarant rights.

7.5 Leasing. Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) no Unit shall be leased for transient or hotel purposes, (ii) no Unit may be subleased, (iii) a Unit must be leased in its entirety (not by room), (iv) all leases shall be in writing, and (v) all leases shall provide that they are subject to the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The

Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section.

7.6 Parking. Garages and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized by this Declaration or in writing by the Association. A garage shall not be converted to other uses or used for storage or other purposes which would prevent the parking of a full size automobile or comparable vehicle within each stall of the garage. The use of Private Alleys, Limited Common Element driveways and parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.

7.7 Animals. Only dogs, cats, small birds and fish, and other animals generally recognized as domestic household pets (collectively referred to as "pets") may be kept on the Property, subject to the conditions set forth in this Section.

7.7.1 Rules and Regulations may be adopted by the Association to regulate pets on the Property, including, but not limited to the type and number of pets allowed to be kept in a Unit.

7.7.2 The word "animal" shall be interpreted in its broadest sense and shall include all living creatures except humans.

7.7.3 Notwithstanding the foregoing, no Rule or Regulation may prohibit the keeping of a qualified service dog or similar animal by a person who is handicapped within the meaning of the Fair Housing Amendment Act of 1988 or comparable state law.

7.7.4 No animal of any kind shall be raised or bred, or kept for business or commercial purposes by any Person upon any part of the Property.

7.7.5 No pets shall be allowed to make noise at a level which disturbs Owners and Occupants, nor to become a nuisance or a threat to the safety of others.

7.7.6 Pets shall be housed only within the Units. No structure, fence or enclosure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Property except within the Units.

7.7.7 Pets shall be under control at all times when outside the Unit.

7.7.8 Owners and Occupants keeping pets within their Units are responsible for the pet's behavior and for complying with municipal pet laws, ordinances and regulations. An Owner or Occupant is liable to the Association for the cost of repair of any damage to the Property, or the expenses associated with any personal injury, caused by an animal kept within the Owner's or Occupant's Unit.

7.8 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units. The Property shall be

occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.9 Compliance with Law. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

7.10 Improvements. Except as expressly permitted by this Section 7.10, no modifications, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "improvements"), including but not limited to, any structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, flag, display, decoration, color change, shrubbery, material topographical or landscaping change, shall be made, or caused or allowed to be made, by any Owner or Occupant, or their invitees, in any part of the Common Elements, or in any part of the Unit which affects the Common Elements or another Unit, or which is visible from the exterior of the Unit, without the prior written authorization of the Board, or an architectural committee appointed by it, and compliance with the requirements of this Section, the Jonathan Covenants and the Architectural Guidelines and Covenants established by the Jonathan Association.

7.10.1 The Board may appoint, supervise and disestablish an architectural committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section, in which case the references to the Board shall refer to the architectural committee where appropriate. The architectural committee shall be subject to the supervision of the Board.

7.10.2 The Board shall have authority to establish reasonable procedures for applying for authorization for improvements, and reasonable requirements for improvements, and shall be the sole judge of whether the criteria are satisfied, subject to any restrictions imposed by any applicable governmental laws, codes, ordinances or regulations.

7.10.3 The purpose of the requirements established by the Board shall be (i) to preserve the architectural style, the quality and the value of the Property, and (ii) to protect the Association and the Owners from undue liability arising out of the improvements or any construction activity in connection therewith.

7.10.4 Improvements may be made in compliance with Section 515B.2-113 of the Act, and relocation of the boundaries of Units may be made in compliance with Section 515B.2-114 of the Act.

7.10.5 Approval of improvements which encroach upon another Unit or the Common Elements shall create an appurtenant easement for such encroachment in favor of the Unit with respect to which the improvements are approved, notwithstanding any contrary requirement in the Governing Documents or the Act. A file of the Board or

committee resolutions approving all improvements shall be maintained permanently as a part of the Association's records.

7.10.6 Notwithstanding the restrictions set forth in this Section 7.10, the following antennas may be installed within a Unit or Limited Common Element balcony or deck, as permitted by applicable federal law: (i) one antenna one meter or less in diameter for the purpose of receiving direct broadcast/satellite service or video programming services, or (ii) any antenna for receiving television broadcast signals. However, the Board may require that the antenna be installed so as to minimize its visibility from the front of the Unit and otherwise camouflage its appearance, unless such requirements would (i) unreasonably delay installation, (ii) unreasonably increase the cost of installation, maintenance or use of the antenna, or (iii) preclude reception of an acceptable quality signal. The installation shall be subject to all governmental laws, codes and ordinances. The Owner or Occupant of the Unit shall perform and pay for the maintenance of the installation. The Board shall have authority to impose further, reasonable requirements consistent with law. The Owner is responsible for all maintenance and repair of any antenna installed on a Unit, unless otherwise agreed by the Board.

7.10.7 The Owner who causes an improvement to be made, regardless of whether the improvement is approved by the Board, shall be solely responsible for the construction standards and specifications relating to the improvement, and for the construction work. The Owner, and not the Association, is responsible for determining whether any improvement is in compliance with any requirements imposed by the Jonathan Covenants, the Architectural Guidelines and Covenants established by the Jonathan Association and any governmental authority having jurisdiction over the Property. The Owner shall hold harmless, indemnify and defend the Association, and its officers and directors, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and costs of litigation, arising out of (i) any improvement which violate the Jonathan Covenants, the Architectural Guidelines and Covenants established by the Jonathan Association or any governmental laws, codes, ordinances or regulations, (ii) the inadequacy of the specifications for construction of the improvements, or (iii) defects in the construction of the improvements.

7.11 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

7.12 Access to Units. In case of emergency, all Units and Limited Common Elements are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. Entry is also authorized for maintenance purposes under Sections 8 and 11 and for enforcement purposes under Section 13.

SECTION 8

MAINTENANCE AND REPAIR

The following provisions shall govern the maintenance, repair and replacement of the property.

8.1 Association Responsibility. The Association shall, at its expense, undertake and perform the maintenance, repair and replacement of all Common Elements and Limited Common Elements, subject to the following qualifications:

8.1.1 The cost associated with the Association's maintenance obligations under this Section 8.1 shall be funded by Assessments determined and levied in accordance with Section 6.

8.1.2 The Association may, upon reasonable notice, assign to an Owner the obligation for maintenance of a Limited Common Element allocated to the Owner's Unit, or Common Elements benefiting only that Unit. However, if the Owner fails to perform the maintenance to the standards established by the Association, the Association may enter the Unit or Limited Common Element, perform the maintenance and assess the Owner's Unit for the costs; provided that reasonable notice and an opportunity to cure the violation shall first be given to the Owner.

8.1.3 The Association may, upon reasonable notice, elect to maintain, repair or replace mechanical, structural or other components within the Units and assess the costs against the Unit, if the failure or impairment of the component could result in damage to the Common Elements or other Units, impair the function of any Building system, or could create a health or safety hazard.

8.1.4 The Association shall be responsible for incidental damage caused to a Unit or its Limited Common Elements by work undertaken by the Association pursuant to this Section.

8.1.5 If damage is caused to the Common Elements, Limited Common Elements or other Units by an Owner or such Owner's occupants or guests, or by any condition in the Unit or Limited Common Elements which the Owner or Occupant has caused or allowed to exist, then the Association may repair the damage or correct the condition and assess the cost thereof against the responsible Owner's Unit.

8.1.6 The Association shall maintain, repair and replace the Property in accordance with the requirements of the Jonathan Covenants, the Architectural Guidelines and Covenants established by the Jonathan Association, the applicable Chaska zoning ordinances and other applicable regulations.

8.2 Owner Responsibility. The Owner shall, at his or her expense, be responsible for maintenance, repair and replacement as follows:

8.2.1 To maintain, repair, and replace all portions of the Owner's Unit, in good, clean and sanitary condition.

8.2.2 To perform such routine maintenance of the Limited Common Elements allocated to the Unit as the Association assigns to the Owner. The Association may require that the Owners perform their maintenance obligations in accordance with standards established by the Association.

8.2.3 To perform the responsibilities in such manner as not to damage the Property, or unreasonably disturb or cause a hazard to other persons occupying or using the Property;

8.2.4 To promptly pay or reimburse the Association for any costs incurred by the Association for the repair of any damage to the Common Elements, Limited Common Elements or other Units, caused by the Owner or Occupant, or their invitees, or caused by any condition in the Unit or Limited Common Elements which the Owner or Occupant has allowed to exist.

8.3 Restrictions on Changes to Property. Except for the Declarant, or as permitted by Section 7.10, no Owner or Occupant shall:

8.3.1 Cause or permit any physical or aesthetic changes, whether temporary or permanent, to be made to another Unit or the Common Elements.

8.3.2 Cause or permit any physical changes to their Unit that could jeopardize or impair the weather-tight soundness or safety of any part of any Building, any Building system or equipment, or any other improvement located on the Property.

8.3.3 Interfere with any easement.

8.4 Duty to Report Defects. Owners or Occupants shall promptly report to the Association any defect or need for repair to the Common Elements or Limited Common Elements.

8.5 Easements for Maintenance, Repair and Replacement. Each Unit and the Common Elements and Limited Common Elements are subject to appurtenant easements in favor of the Association for maintenance, repair, replacement and reconstruction of the Units, Common Elements and Limited Common Elements. Each Owner shall afford to the Association and its management agents and employees, access at reasonable times and upon reasonable notice, to and through the Unit and its Limited Common Elements for maintenance, repair and replacement; provided that access may be had without notice and at any time in case of emergency.

SECTION 9

INSURANCE

9.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the state of Minnesota, as follows:

9.1.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent of the insurable "replacement cost" of the Property, exclusive of: (i) deductibles and (ii) land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The Association may, but is not required to, insure the improvements and betterments referred to in Section 515B.3-113(b)(i) through (vii) of the Act. The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Federal National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA") or the Secretary of Veterans Affairs ("VA"), if required by one of such agencies as a precondition to their purchase, financing, insuring or guarantee of a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, or insurer, guarantor, or servicer of a mortgage, obligating the Association to keep certain specified coverages or endorsements in effect.

9.1.2 Commercial general liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of One Million Dollars per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. The policy shall include additional endorsements, coverages and limits necessary to comply with the regulations of the FNMA, the FHA or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring or guarantee of a mortgage on a Unit.

9.1.3 Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association, if deemed to be advisable by the Board or required by the regulations of any financing-related institution as a precondition to the purchase, insuring, guarantee, or financing of a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured, and shall comply with the regulations of the FNMA, the FHA or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring, or guarantee of a mortgage on a Unit. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

9.1.4 Workers' Compensation insurance as applicable and required by law.

9.1.5 Directors and officers liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.

9.1.6. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

9.2 Premiums; Improvements; Deductibles. Except as provided in Section 6.4, all insurance premiums shall be assessed and paid as an annual Assessment. If improvements and betterments to the Units are covered, any increased cost may be assessed against the Units affected. The Association may, in the case of a claim for damage to a Unit or Units, (i) pay the deductible amount as a Common Expense, (ii) assess the deductible amount against the Units affected in any reasonable manner, or (iii) require the Owners of the Units affected to pay the deductible amount directly. The Association's decision as to who shall be charged with paying the deductible amount may, but need not, be based on fault.

9.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including mortgage holders, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

9.4 Required Policy Provisions. All policies of property insurance carried by the Association shall provide that:

9.4.1 Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

9.4.2 The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.

9.4.3 The coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner or Eligible Mortgagee, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

9.4.4 If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary.

9.5 Cancellation; Notice of Loss. Property insurance and comprehensive liability insurance policies maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days prior written notice to the Association and to all secured parties holding first mortgages on Units.

9.6 Restoration in Lieu of Cash Settlement. Property insurance policies maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the

prior written approval of the Association (or any insurance trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

9.7 Owner's Personal Insurance. Each Owner is encouraged to obtain additional personal insurance coverage (commonly known as "gap coverage" or an "HO6" policy) at his or her own expense covering fire and other casualty to the interior of the Unit, personal property and the Owner's personal liability. Insurance policies maintained by Owners are without contribution as against the insurance purchased by the Association, except as to deductible amounts or other items not covered under the Association's policies.

SECTION 10

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

10.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved. Notice of substantial damage or destruction shall be given as provided in Section 15.10.

10.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided, (i) that notice shall be given as provided in Section 15.10, (ii) that the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements and (iii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

10.3 Termination and Liquidation. The termination of the common interest community, and the distribution of any proceeds therefrom, shall be governed by the Act. Any distribution of funds shall be based upon the value of the Units as determined by their relative value for property insurance purposes, and shall be made to Owners and their mortgage holders, as their interests may appear, as provided in the Act.

10.4 Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees entitled to notice under Section 15.10.

10.5 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the common interest community, the Association shall have authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and their mortgage holders, as their interests may appear, in accordance with the Act.

SECTION 11

EASEMENTS

11.1 Access Easements. Each Unit shall be the beneficiary of a perpetual easement for access to a public roadway on or across those portions of the Common Elements designated for use as roadways or walkways, as shown on the Plat or designated by the Board, subject to any restrictions authorized by the Governing Documents.

11.2 Use and Enjoyment Easements. Each Unit shall be the beneficiary of perpetual easements for use and enjoyment on and across the Common Elements, and for use and enjoyment of any Limited Common Elements allocated to the Unit, subject to any restrictions authorized by the Governing Documents.

11.3 Easement for Encroachments. Each Unit and the Common Elements and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement in favor of the adjoining Units for encroachments caused by construction, reconstruction, repair, shifting, settlement or movement of any part of the Property. If there is an encroachment by a Unit, or an improvement to a Unit, upon another Unit or the Common Elements as a result of any of the aforementioned causes, an appurtenant easement for the encroachment, for the use, enjoyment and habitation of any encroaching Unit or improvement, and for the maintenance thereof, shall exist. However, with respect to improvements or alterations added pursuant to Section 7.10, no easement shall exist unless the proposed improvements have been approved and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

11.4 Easement for Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement through the Units for the purposes of maintenance, repair, replacement and reconstruction of the Property and improvements located within the Units, and utilities serving the Units, to the extent necessary to fulfill the Association's obligations under the Governing Documents.

11.5 Utility Easements. The Property shall be subject to non-exclusive, appurtenant easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities, such as natural gas, electricity, cable TV and other electronic communications, water, sewer and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property or the Additional Real Estate, or which are referred to in the Plat or otherwise described in this Declaration or other recorded instruments. Each Unit, and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units for all such utilities and services. Utilities and related services or systems shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Property.

11.6 Structural Support Easements. Each Unit shall be subject to and the beneficiary of an easement for structural support in all walls, columns, joists, girders and other structural

components located in another Unit in the Building and contributing to the support of the Building.

11.7 Emergency Access to Units. In case of emergency, all Units and Limited Common Elements are subject to an easement in favor of the Association for access, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. The Board may require that an Owner or Occupant leave keys to the Unit with another Owner of his or her choice and to advise the manager or Board of the location(s) of the keys, so as to allow access for emergencies when the Owner or Occupant is absent for extended periods.

11.8 Project Sign Easements. Declarant shall have the right to erect and maintain monument signs identifying the common interest community and related decorative improvements on the Common Elements. Those parts of the Property on which monument signs or related decorative improvements are located shall be subject to appurtenant, exclusive easements in favor of the Association for the continuing use, maintenance, repair and replacement of said signs and improvements. In exercising its rights under said easements, the Association shall take reasonable care to avoid damaging the improvements to the Property and shall repair any damage caused by such actions.

11.9 Shared Alley Easement. There is of record an easement for shared use of that alleyway along the East boundary of the Property by owners, occupants and guests of Arbor Field and the residences to the east of that alleyway for vehicular and pedestrian ingress and egress to and from Thoreau Road and Clover Ridge Drive.

11.10 Declarant's Easements. Declarant shall have and be the beneficiary of easements for the exercise of its special declarant rights as described in Section 16.

11.11 Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

11.12 Scope and Non-Interference. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto. The easements set forth in this Section 11 shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units and the Common Elements for purposes of maintenance, repair, replacement and reconstruction. No Person shall impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein.

11.13 Easements and Restrictions are Appurtenant. All easements and restrictions burdening or benefitting a Unit or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with the Act or the terms of the applicable recorded instrument. Any recorded easement benefitting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

11.14 Impairment Prohibited. No person shall materially restrict or impair any easement benefitting or burdening the Property, subject to the Declaration and the right of the

Association to establish and enforce reasonable Rules and Regulations governing the use of the Property.

11.15 Benefit of Easements. All easements benefitting a Unit shall benefit the Owners and Occupants of the Unit, and their families and guests.

SECTION 12

JONATHAN COVENANTS AND ASSOCIATION

The Property is within and part of Jonathan. There is recorded against the Property the Jonathan Covenants, which grant rights and benefits to Owners and Occupants and which subject the Property, Owners and Occupants to certain restrictions, limitations, obligations and duties described therein, all of which are appurtenant to and pass with the title to each Unit, including but not limited to the following:

12.1 Jonathan Association. Each person or entity who is an owner of a plot of land, a parcel conveyed for single family residence purposes or a dwelling in a multiple residence building within Jonathan is a member of the Jonathan Association. Membership is appurtenant to and may not be separated from ownership of any such plot of land, parcel or dwelling unit. Members are entitled to one vote for each plot of land, parcel or dwelling owned by the member.

12.2 Architectural Standards. The Jonathan Covenants set forth minimum building standards and Jonathan Association has established Architectural Guidelines and Covenants to ensure that the exteriors of buildings are kept architecturally attractive and compatible in appearance. The Jonathan Association has also established an Architectural Control Committee ("A.R.C.") which makes determinations concerning architectural standards for Jonathan, including the Property. Therefore, no alteration, modification, improvement, repair or replacement of any type, temporary or permanent, structural, aesthetic or otherwise, which is visible from the exterior of a Unit shall be commenced, erected or maintained, nor shall any exterior paint color or exterior siding color be changed unless and until the plans and specifications thereof are submitted to and approved in writing by the A.R.C. Decisions of the A.R.C. may be appealed to the Board of Directors of The Jonathan Association by the requesting Owner.

12.3 Rules and Regulations. Jonathan Association has the authority to establish uniform rules and regulations governing Jonathan.

12.4 Jonathan Common Properties. Jonathan Association owns land and improvements in Jonathan, including certain streets, parks, open spaces, top lots, recreational spaces, buildings housing Jonathan Association offices, a meeting room and a pre-school. Each member of Jonathan Association and occupants of dwellings in Jonathan has a right and easement of enjoyment in and to Jonathan common properties which is appurtenant to and passes with the title of each lot and Unit in Jonathan, subject to the right of Jonathan Association to suspend the right to use Jonathan's recreational facilities for periods during which the member has failed to pay Jonathan assessments or is in violation of the Jonathan Covenants or Jonathan's Association's Rules and Regulations.

12.5 Unit Maintenance. The Jonathan Covenants require that each Unit and the Common Elements be maintained in a state of good order and repair by the Owner thereof or the Association and if either fails to do so, the Jonathan Association may perform such repairs and maintenance to the exterior of the buildings and other improvements and assess the cost thereof against the Unit(s) with respect to which the repairs and maintenance were performed.

12.6 Maintenance Assessments and Liens. Jonathan Association may levy annual assessments, principally for maintenance of the Jonathan Association's common properties, and special assessments, if approved by the members, principally for capital improvements to Jonathan Association's common properties. Jonathan Association's assessments are the personal obligation of the members of Jonathan Association, are assessed at a uniform rate for all residences, including Units, and are a continuing lien upon the residence against which such assessment is made.

SECTION 13

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, and such amendments thereto as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

13.1 Entitlement to Relief. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

13.2 Remedies. In addition to any other remedies or sanctions, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

13.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

13.2.2 Impose late charges of up to the greater of twenty dollars, or fifteen percent of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due.

13.2.3 In the event of default of more than thirty days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be

payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.

13.2.4 Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations.

13.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that the suspension of use rights shall not apply to Limited Common Elements or those portions of the Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to thirty days thereafter, for each violation.

13.2.6 Restore any portions of any Common Elements, Unit, or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, and to assess the cost of such restoration against the responsible Owners and their Units.

13.2.7 Enter any Unit or Limited Common Element in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Unit or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be altered or removed only pursuant to a court order or with the agreement of the Owner.

13.2.8 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Act.

13.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 15.2.4, 15.2.5, 15.2.6 or 15.2.7, the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing as contemplated by the Act. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least ten days' prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

13.4 Lien for Assessments, Charges, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or

Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

13.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the Unit owned by the violator with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of the Owner and shall be a lien against the Owner's Unit.

13.6 Liability for Acts of Owners and Occupants. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Unit.

13.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, and the Act as provided therein.

SECTION 14

AMENDMENTS

14.1 Approval Requirements. Except for amendments by Declarant pursuant to Section 18, this Declaration may be amended only by the approval of:

14.1.1 The Board.

14.1.2 Owners of Units to which are allocated at least sixty-seven percent of the total votes in the Association.

14.1.3 The percentage of Eligible Mortgagees (based upon one vote per Unit financed) required by Section 15 as to certain amendments referenced by said Section.

14.1.4 Declarant as to certain amendments as provided in Section 16.8.

14.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees or Declarant, if required, shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The amendment shall be effective when recorded as provided in the Act. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 15

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, but subject to the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

15.1 Consent to Certain Amendments. Subject to Declarant's rights under Section 17, the written consent of Eligible Mortgagees representing at least fifty-one percent of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Unit financed) shall be required for any amendment to the Governing Documents which causes any change in provisions including the following: (i) voting rights; (ii) increases in Assessments over twenty-five percent; (iii) Assessment liens, or priority of Assessment liens; (iv) reductions in reserves for maintenance, repair and replacement of Common Elements; (v) responsibility for maintenance and repairs; (vi) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vii) redefinition of any Unit boundaries; (viii) convertibility of Units into Common Elements or vice versa; (ix) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (x) hazard or fidelity insurance requirements; (xi) imposition of material restrictions on the leasing of Units; (xii) imposition of any restrictions on an Owner's right to sell or transfer his or her Unit; (xiii) a decision by the Association (if the common interest community involves fifty or more Units) to establish self management when professional management is in effect as required previously by the Governing Documents or an Eligible Mortgagee; (xiv) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xv) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or (xvi) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages.

15.2 Consent to Certain Actions. Subject to Declarant's rights under Section 19, the written consent of Eligible Mortgagees representing at least sixty-seven percent of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Unit financed) shall be required to (i) abandon or terminate the common interest community; (ii) change the allocations of voting rights, Common Expense obligations or interests in the Common Elements; (iii) partition or subdivide a Unit except as permitted by statute; (iv) abandon, partition, subdivide, encumber or sell any Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

15.3 Consent to Subdivision. No Unit may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Association.

15.4 No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions.

15.5 Priority of Lien. Any Person who comes into possession of a Unit by foreclosure of the first mortgage on a Unit, or by deed or assignment in lieu of foreclosure of the first mortgage on a Unit, takes the Unit free of any claims for unpaid Assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said Person; (i) except as provided in Section 6.10 and the Act and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.

15.6 Priority of Taxes and Other Charges. All taxes, Assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

15.7 Priority for Condemnation Awards. No provision of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

15.8 Requirements for Management Agreements. The term of any agreement for professional management of the Property may not exceed two years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party, (i) with cause upon thirty days prior written notice, and (ii) without cause upon ninety days prior written notice.

15.9 Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice, for a proper purpose and during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty days of the end of the Association's fiscal year. If the common interest community consists of fewer than fifty Units, FNMA, or any institutional guarantor or insurer of a mortgage loan against a Unit, may require that, at its own expense, an audit of the Association's financial statements be made for the preceding year, in which case the Association shall cooperate in having an audit made and a copy given to the requesting party. If the common interest community consists of fifty or more Units, the Association shall provide the requested audit at its expense.

15.10 Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

15.10.1 a condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;

15.10.2 a sixty day delinquency in the payment of Assessments or charges owed by the Owner of a Unit on which it holds a mortgage;

15.10.3 a lapse, cancellation or material modification of any insurance policy maintained by the Association; and

15.10.4 a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 16

SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special declarant rights within the meaning of Section 515B.1-103(32) of the Act for as long as it owns a Unit, or for such shorter period as may be specifically indicated:

16.1 Complete Improvements. To complete all the Units and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make improvements in the Units and Common Elements to accommodate the exercise of any special declarant rights.

16.2 Add Additional Real Estate. To add Additional Real Estate to the Property as described in Section 17.1.

16.3 Rights to Relocate Boundaries, Subdivide, Combine and Convert Units. To relocate boundaries between Units and to otherwise alter Units owned by it, to the extent permitted by Section 17.2.

16.4 Sales Facilities. To construct, operate and maintain a sales office, management office, model Units, and other development, sales and rental facilities within the Common Elements, and within any Units owned or leased by Declarant from time to time, located anywhere on the Property.

16.5 Signs. To erect and maintain signs and other sales displays offering the Units for sale or lease, on any Unit owned by Declarant and on the Common Elements.

16.6 Easements. To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements and the yard areas of the Units for the purpose of exercising its special declarant rights.

16.7 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board pursuant to Section 515B.3-103 of the Act, until the earliest of: (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within sixty days after conveyance to Owners other than Declarant of seventy-five percent of the total number of Units authorized to be included in the Property or (iii) the date five years following the date of the first conveyance of a Unit to an Owner other than Declarant. Notwithstanding the foregoing, the Owners other than Declarant shall have the right to nominate and elect not less than thirty-three

and one-third percent of the directors at a meeting of the Owners which shall be held within sixty days following the conveyance by Declarant of fifty percent of the total number of Units authorized to be included in the Property.

16.8 Consent to Certain Amendments. Until such time as Declarant no longer owns any Unit for initial sale, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects Declarant's rights under the Governing Documents or the Act.

SECTION 17

RIGHTS TO ADD ADDITIONAL REAL ESTATE, RELOCATE BOUNDARIES AND SUBDIVIDE AND CONVERT UNITS

17.1 Additional Real Estate. Declarant hereby expressly reserves the right to add the Additional Real Estate to the Property, by unilaterally executing and recording an amendment to this Declaration pursuant to Section 515B.2-111 of the Act, subject to the following conditions:

17.1.1 Time Limit. The right of Declarant to add the Additional Real Estate to the common interest community shall terminate ten years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Declarant or a successor Declarant, unless extended by a vote of the Owners pursuant to Section 515B.2-106(2) of the Act. There are no other limitations on Declarant's rights hereunder, except as may be imposed by law.

17.1.2 Sequence to Add. The Additional Real Estate is described in Exhibit C attached hereto. The Additional Real Estate may be added to the Property in phases consisting of one or more parcels and in any sequence.

17.1.3 No Obligation to Add. There are no assurances as to the times at which any part of the Additional Real Estate will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Declarant has no obligation to add the Additional Real Estate to the Property. The Additional Real Estate may be developed by Declarant or its successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.

17.1.4 Maximum Units. The maximum number of Units that may be created within the Additional Real Estate described as such on the date of this Declaration is seventy-two. All Units created on the Additional Real Estate shall be restricted exclusively to residential use.

17.1.5 Architectural Style and Compatibility. Any Units and other structures created upon the Additional Real Estate shall be compatible with the Buildings and other structures which are initially a part of the Property, in terms of general architectural style, quality of construction, principal materials employed in construction; subject (i) to any changes required by governmental authorities, construction requirements or lenders and (ii) to any changes made by Declarant to meet changes in the market.

17.1.6 Continuation of Covenants. All covenants and restrictions contained in this Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created on the Additional Real Estate.

The statements made in this Section 17.1 shall not apply to any Additional Real Estate which is not added to the Property.

17.2 Rights to Relocate Boundaries and Subdivide and Convert Units. Declarant shall have the exclusive right and authority to (i) relocate the boundaries of any Unit owned by it pursuant to Section 515B.2-114 of the Act, and (ii) create additional Units, Common Elements and Limited Common Elements, or any combination thereof, by the subdivision of any Unit owned by it pursuant to Section 515B.2-112 of the Act.

SECTION 18

MISCELLANEOUS

18.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or exhibits attached hereto.

18.2 Construction. Where applicable, the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

18.3 Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant (i) written notice of such tender, (ii) written notice of the specific nature of the action, and (iii) an opportunity to defend against the action.

18.4 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 of the Bylaws shall be effective upon receipt by the Association.

18.5 Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Declaration, the Bylaws and any Rules or Regulations, the Act shall control unless it permits the documents to control. As among the Declaration, the Bylaws and any Rules and Regulations, the Declaration shall control, and as between the Bylaws and any Rules and Regulations, the Bylaws shall control.

COMMON INTEREST COMMUNITY NO. 96**ARBOR FIELD****EXHIBIT A TO DECLARATION****SCHEDULE OF UNITS AND PERCENTAGE INTERESTS**

<u>Unit Number</u>	<u>Percentage Interest</u>
101	12.50%
102	12.50%
103	12.50%
104	12.50%
105	12.50%
106	12.50%
107	12.50%
108	12.50%

NOTE: Voting rights are allocated equally among the Units.

COMMON INTEREST COMMUNITY NO. 96

ARBOR FIELD

EXHIBIT B TO DECLARATION

DESCRIPTION OF PROPERTY

Lot 1, Block 2, Arbor Field, Carver County, Minnesota,

and

Outlot E, Clover Field 4th Addition, Carver County, Minnesota.

COMMON INTEREST COMMUNITY NO. 96

ARBOR FIELD

EXHIBIT C TO DECLARATION

DESCRIPTION OF ADDITIONAL REAL ESTATE

Lot 1, Block 1; Lots 1 and 2, Block 3; Lot 1, Block 4; Lots 1 and 2, Block 5;
Outlot A; and Outlot B, Arbor Field, Carver County, Minnesota,

and

Outlot D, Clover Field 4th Addition, Carver County, Minnesota.

COMMON INTEREST COMMUNITY NO. 96

ARBOR FIELD

CONSENT BY MORTGAGEE

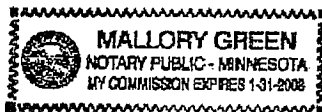
The undersigned (the "Mortgagee"), is a mortgagee of portions of real property described in the Declaration of Arbor Field (the "Declaration") by a Mortgage or Mortgages recorded in the office of the County Recorder in and for Carver County, Minnesota (collectively the "Mortgage"). Mortgagee hereby consents to the Declaration; provided, that by consenting to the Declaration, Mortgagee does not in any manner constitute itself or obligate itself as a Declarant as defined in the Declaration nor does such consent modify or amend the terms and conditions of the Mortgage and other loan documents; and provided further that the Mortgage shall be and remain a lien on the property described therein, prior to any assessment liens or other liens imposed under the Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent to be executed on the 17th day of March, 2006.

By: Barbara Toy
Its: J. Patrick Brinkman

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 17 day of March, 2006, by Barbara Toy, the Senior VP of Mainstreet Bank, a Minnesota state banking corp, on behalf of said entity.



Mallory Green
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
FELHABER, LARSON, FENLON & VOGT, P.A.
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