

**Articles of Incorporation
Clover Ridge**

State of Minnesota

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter of Minnesota Statutes listed below.

This corporation is now legally organized under the laws of Minnesota.

Corporate Name: Clover Ridge Village Condominium Association

Corporate Charter Number: 1Y-876

Chapter Formed Under: 317A

This certificate has been issued on 01/07/2002.



Mary Kiffmeyer
Secretary of State.

14-876

ARTICLES OF INCORPORATION

OF

CLOVER RIDGE VILLAGE CONDOMINIUM ASSOCIATION

The undersigned, being of full age and for the purpose of forming a nonprofit corporation under the provisions of Chapter 317A, Minnesota Statutes, the Minnesota Non-Profit Corporation Act, and laws amendatory thereof, does adopt the following Articles of Incorporation:

ARTICLE I
NAME

The name of this corporation shall be Clover Ridge Village Condominium Association, (herein called the "Association").

ARTICLE II
PURPOSES AND POWERS OF THE ASSOCIATION

The purposes and objects of the Association are to provide for and to administer the operation, management, maintenance and care of Common Interest Community Number 53, Clover Ridge Village Condominium, a Condominium, (herein called "Clover Ridge") to be established in accordance with the Minnesota Common Interest Ownership Act, upon the following described real property lying and being in the City of Chaska, County of Carver, State of Minnesota, described as follows, to-wit:

Lot 16, Block 4;
Outlot E
Clover Ridge
County of Carver, Minnesota

together with any additions to said Condominium made in compliance with the terms of its Declaration and to undertake the performance of the acts and duties incident to the administration of the operation and management of the Association in accordance with its terms, provisions, conditions and authorizations, as contained in these Articles of Incorporation and which may be contained in the Declaration establishing Clover Ridge, as the same may be amended from time to time, which will be filed in the Office of the County Recorder in and for Carver County, Minnesota, at the time said real property and the improvements now or hereafter situated thereon, are submitted to a plan of condominium ownership, said Declaration being incorporated herein as if set forth at length; and to acquire, own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the operation, management, maintenance, improvement and care of the Common Elements within Clover Ridge.

In the furtherance of the foregoing purposes, the Association shall have the power and authority to engage in any and all lawful activities that may be reasonably necessary in order to

accomplish any of the foregoing purposes, and to do and exercise all other powers and authority now or hereafter conferred upon nonprofit corporations under the laws of the State of Minnesota.

ARTICLE III
NON-PROFIT ORGANIZATION

The Association is organized as a nonprofit corporation. The Association shall in no way, directly or indirectly, incidentally or otherwise, afford pecuniary gain to any of its members, directors, or officers, nor shall any part of the net earnings of the Association in any way inure to the private benefit of any such member, director, or officer of the Association, or to any private shareholder or individual within the meaning of Section 528(c)(1)(D) of the Internal Revenue Code, except that the Association shall be authorized to make reasonable allowance and payment for actual expenditures incurred or services rendered for or on behalf of the Association.

No substantial part of the activities of the Association shall constitute the carrying on of propaganda or of attempting to influence legislation, and the Association shall not participate or intervene in any political campaign on behalf of any candidate for public office, nor shall the Association engage in any transaction or carry on any other activity not permitted to be carried on by a condominium management association exempt from federal income tax under Section 528 of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE IV
DURATION

The duration of this corporation shall be perpetual.

ARTICLE V
LOCATION

The registered office of this corporation shall be at 3065 Centre Pointe Drive, Roseville, County of Ramsey, State of Minnesota, 55113.

ARTICLE VI
INCORPORATOR

The name and address of the incorporator forming this corporation is:

Todd J. Anlauf
Barna, Guzy & Steffen, Ltd.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433

ARTICLE VII
MEMBERSHIP

The membership of the Association shall consist of the owners (hereinafter called the "Unit Owners") of the condominium units (hereinafter called the "Units") within Clover Ridge, Carver County, Minnesota, as defined in and determined by the Declaration. Membership in the Association shall be appurtenant to, and shall not be separated from, Unit ownership in Clover Ridge. No property right inheres in membership and memberships are not transferable except in connection with the transfer by members of their respective Units. The votes to be exercised by the members of the Association shall be as allocated by the Declaration and the Bylaws of the Association to the Units for voting purposes. All Unit Owners of Units within Clover Ridge shall be members of the Association. Where there is more than one Unit Owner of a Unit, the vote allocated to that Unit in accordance with the Declaration shall be cast as the Unit Owners of such Unit among themselves may determine. Where there is more than one Unit Owner of a Unit, the Unit Owners of such Unit shall notify the Secretary of the Association in writing of the name of the Unit Owner who has been designated to cast the vote attributable to the Unit owned, on behalf of all of the Unit Owners of that Unit. Membership in the Association shall automatically pass when the ownership of a Unit is transferred in any manner. In each such event, written notice of the transfer shall be given to the Secretary of the Association.

ARTICLE VIII
BOARD OF DIRECTORS

The management of the Association shall be vested in a Board of Directors. The first Board of Directors of the Association shall consist of three persons, whose names and addresses are:

Todd M. Stutz	3065 Centre Pointe Drive Roseville, Minnesota 55113
J. Michael Noonan	3065 Centre Pointe Drive Roseville, Minnesota 55113
John A. Falk	3065 Centre Pointe Drive Roseville, Minnesota 55113

Except as otherwise provided in the Bylaws of the Association, the term of the first Board of Directors shall run until the fifth anniversary of the date of filing of these Articles of Incorporation. The number of directors, term of office, method of removal from office, and method of the filling of vacancies in the Board of Directors shall be as provided in the Bylaws of the Association.

ARTICLE IX
PERSONAL LIABILITY

No member, director or officer of the Association shall have any personal liability for any obligation of the Association.

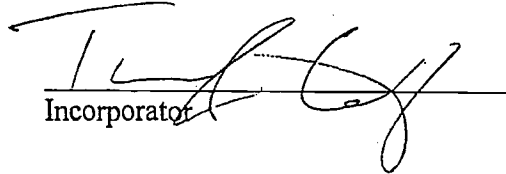
ARTICLE X
CAPITAL STOCK

The Association shall have no capital stock.

ARTICLE XI
DISSOLUTION

Upon dissolution of the Association, after payment of all the debts and obligations of the Association, all remaining corporate assets shall be distributed in accordance with the provisions of the Minnesota Common Interest Ownership Act.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 4th day of January, 2002.


Incorporator

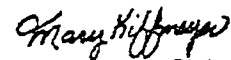
THIS INSTRUMENT DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, Minnesota 55433
(763) 780 - 8500 (TJA)

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STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JAN 07 2002


Secretary of State

Articles of Incorporation
Jonathan The

ARTICLES OF INCORPORATION

OF

THE JONATHAN ASSOCIATION

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

ARTICLE I

The name of this corporation shall be THE JONATHAN ASSOCIATION, hereinafter called the "Association".

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Site, Living Units, Common Areas and Special Common Areas and for the development of such Common Areas within those portions of the Jonathan New Town Development as may be brought within the jurisdiction of this Association, hereinafter called "Jonathan", and to promote the health, safety and welfare of the residents within Jonathan for this purpose to:

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

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

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

d. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, provided, however, that if any portion of the Common Areas are leased to commercial recreational developers for the purpose of providing recreation facilities for members, the net income from any such lease shall be applied to developing and maintaining the Common Areas in Jonathan;

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

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

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

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

i. provide garbage and trash collection;

j. provide fire and police protection;

k. supplement municipal services;

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

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

Section 3. "Living Unit" shall mean and refer to any portion of a multiple residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and platted areas platted for convenience of description only.

Section 5. "Site" shall mean and refer to any parcel of land conveyed to any one grantee for single family residence purposes whether a single platted lot, or more, or less than a single platted lot.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Site or Living Unit which is a part of the Properties, (excluding contract sellers and including in place thereof their contract purchasers), and excluding those having such interest merely as security for the performance of an obligation.

ARTICLE IV NOTICE AND QUORUM

Written notice of any meeting called for the purpose of voting on any action governed by Article III, paragraphs e., f., and g shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called, subject to the same notice requirement set forth in this Article, and the required quorum at each subsequent meeting shall be one half (1/2) of the required at the preceding meeting.

ARTICLE V MEMBERSHIP

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

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:
Class A. Class A members shall be all Owners with the exception of Developer and shall be entitled to one vote for each Lot, Site or Living Unit owned. When more than one person holds an interest in any Lot, Site or Living Unit, all such persons shall be members. The vote for such Lot, Site or Living Unit

shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, Site or Living Unit. Provided, however, that on any vote taken on Association business the total multiple dwelling Living Unit votes of either class shall not exceed 49% of the total votes voted by such class, and if necessary each multiple dwelling Living Unit vote shall be appropriately weighted so that the total thereof does not exceed this maximum. On all votes taken in the Association, multiple dwelling Living Unit votes shall be taken and counted separately to effectuate the above.

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

Cumulative voting shall not be allowed.

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

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Robert J. Dahlin	Waconia, Minnesota 55387
B. H. Cunningham	Chaska, Minnesota 55318
J. C. Smith	Chaska, Minnesota 55318
Clyde Ryberg	Chaska, Minnesota 55318
Alvin Collins	Chaska, Minnesota 55318
H. Richard Korsh	13809 High Drive Burnsville, Minnesota 55378
William Weidenbacher	816 Normandale Highlands Drive Minneapolis, Minnesota 55431
Leon Johnson	9727 South Cedar Lake Road Minnetonka, Minnesota 55343
Ernest Hutton	1913 Dupont Avenue South Minneapolis, Minnesota 55411

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

ARTICLE VIII

The period of duration of this corporation shall be perpetual.

ARTICLE IX

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

ARTICLE X DISSOLUTION

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

ARTICLE XI

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

NAME	ADDRESS
Mr. Loren R. Knott	2400 First National Bank Building
Mr. Philip F. Boelter	Minneapolis, Minnesota 55402
Mr. Bruce W. Burton	

ARTICLE XII

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

ARTICLE XIII

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

ARTICLE XIV
AMENDMENTS

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

ARTICLE XV
FHA/VA APPROVAL

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

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

In presence of:

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

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN.)

On this 21st day of May, 1971, before me, a Notary Public within and for said County, personally appeared LOREN R. KNOTT, PHILIP F. BOELTER, BRUCE W. BURTON, MARILYN K. BLAINE, and CHARLOTTE L. SADLER to me known to be the persons described in and who executed the foregoing Articles of Incorporation as their free act and deed and for the uses and purposes therein expressed.

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

Notarial Seal

ARTICLES OF INCORPORATION

OF

THE JONATHAN ASSOCIATION

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

ARTICLE I

The name of this corporation shall be THE JONATHAN ASSOCIATION, hereinafter called the "Association".

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Site, Living Units, Common Areas and Special Common Areas and for the development of such Common Areas within those portions of the Jonathan New Town Development as may be brought within the jurisdiction of this Association, hereinafter called "Jonathan", and to promote the health, safety and welfare of the residents within Jonathan for this purpose to:

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

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

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

d. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, provided, however, that if any portion of the Common Areas are leased to commercial recreational developers for the purpose of providing recreation facilities for members, the net income from any such lease shall be applied to developing and maintaining the Common Areas in Jonathan;

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

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

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

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

i. provide garbage and trash collection;

j. provide fire and police protection;

k. supplement municipal services;

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

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

Section 3. "Living Unit" shall mean and refer to any portion of a multiple residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Areas and platted areas platted for convenience of description only.

Section 5. "Site" shall mean and refer to any parcel of land conveyed to any one grantee for single family residence purposes whether a single platted lot, or more, or less than a single platted lot.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Site or Living Unit which is a part of the Properties, (excluding contract sellers and including in place thereof their contract purchasers), and excluding those having such interest merely as security for the performance of an obligation.

ARTICLE IV NOTICE AND QUORUM

Written notice of any meeting called for the purpose of voting on any action governed by Article III, paragraphs e., f., and g shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of members shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called, subject to the same notice requirement set forth in this Article, and the required quorum at each subsequent meeting shall be one half (1/2) of the required at the preceding meeting.

ARTICLE V MEMBERSHIP

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

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:
Class A. Class A members shall be all Owners with the exception of Developer and shall be entitled to one vote for each Lot, Site or Living Unit owned. When more than one person holds an interest in any Lot, Site or Living Unit, all such persons shall be members. The vote for such Lot, Site or Living Unit

shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, Site or Living Unit. Provided, however, that on any vote taken on Association business the total multiple dwelling Living Unit votes of either class shall not exceed 49% of the total votes voted by such class, and if necessary each multiple dwelling Living Unit vote shall be appropriately weighted so that the total thereof does not exceed this maximum. On all votes taken in the Association, multiple dwelling Living Unit votes shall be taken and counted separately to effectuate the above.

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

Cumulative voting shall not be allowed.

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

ARTICLE VII BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Robert J. Dahlin	Waconia, Minnesota 55387
B. H. Cunningham	Chaska, Minnesota 55318
J. C. Smith	Chaska, Minnesota 55318
Clyde Ryberg	Chaska, Minnesota 55318
Alvin Collins	Chaska, Minnesota 55318
H. Richard Korsh	13809 High Drive Burnsville, Minnesota 55378
William Weidenbacher	816 Normandale Highlands Drive Minneapolis, Minnesota 55431
Leon Johnson	9727 South Cedar Lake Road Minnetonka, Minnesota 55343
Ernest Hutton	1913 Dupont Avenue South Minneapolis, Minnesota 55411

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

ARTICLE VIII

The period of duration of this corporation shall be perpetual.

ARTICLE IX

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

ARTICLE X DISSOLUTION

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

ARTICLE XI

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

NAME	ADDRESS
Mr. Loren R. Knott	2400 First National Bank Building
Mr. Philip F. Boelter	Minneapolis, Minnesota 55402
Mr. Bruce W. Burton	

Budget
Clover Ridge

CLOVER RIDGE VILLAGE HOA
APPROVED Budget Draft for 2016

		ACTUAL	ACTUAL	ACTUAL	APPROVED	2015	2015	2015	APPROVED		
	INCOME	2012	2013	2014	2015	As 7/31/15	PROJECTED	OVER (UNDE	2016		
									4% Increase	Average cost per month	
4200	Association Fees	\$ 516,000.00	\$ 528,000.00	\$ 552,000.00	\$ 576,000.00	\$ 336,000.00	\$ 576,000.00	\$ -	\$ 600,000.00	250.00	\$10.00 Increase for 2014
4205	Insurance Claim Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4310	Late Fees	\$ 3,175.00	\$ 2,500.00	\$ 2,780.00	\$ 2,500.00	\$ 800.00	\$ 1,371.43	\$ (1,128.57)	\$ 2,500.00	1.04	
4320	Legal/Collection Fees	\$ 14,434.23	\$ 6,725.50	\$ 2,983.00	\$ 10,000.00	\$ 2,881.00	\$ 4,938.86	\$ (5,061.14)	\$ 5,000.00	2.08	
4330	Penalties/Fines	\$ 150.00	\$ 250.00	\$ 350.00	\$ 250.00	\$ 300.00	\$ 514.29	\$ 264.29	\$ 250.00	0.10	
4420	Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	
4430	Reserve Investment Income	\$ 6,543.32	\$ 4,294.92	\$ 5,775.93	\$ 6,500.00	\$ 3,106.87	\$ 5,326.06	\$ (1,173.94)	\$ 6,000.00	2.50	
4470	Comcast Contract	\$ 2,666.64	\$ 2,666.64	\$ 2,666.64	\$ 2,666.64	\$ 1,555.54	\$ 2,666.64	\$ -	\$ 2,666.64	1.11	
TOTAL INCOME		\$ 542,969.19	\$ 544,437.06	\$ 566,555.57	\$ 597,916.64	\$ 344,643.41	\$ 590,817.27	\$ (7,099.37)	\$ 616,416.64	256.84	
EXPENSES											
Administrative Expenses											
5010	Audit/Taxes	\$ 1,725.00	\$ 2,170.00	\$ 1,770.00	\$ 2,300.00	\$ 1,770.00	\$ 1,770.00	\$ (530.00)	\$ 2,300.00	0.96	
5060	Bank Charges	\$ 516.00	\$ 516.00	\$ 516.00	\$ 550.00	\$ 301.00	\$ 525.00	\$ (25.00)	\$ 550.00	0.23	
5070	Legal Expense	\$ 15,636.23	\$ 6,835.50	\$ 3,073.00	\$ 10,000.00	\$ 3,091.00	\$ 5,298.86	\$ (4,701.14)	\$ 10,000.00	4.17	
5175	Management Fees	\$ 29,880.00	\$ 30,405.00	\$ 31,305.00	\$ 32,800.00	\$ 18,640.00	\$ 31,954.29	\$ (845.71)	\$ 33,785.00	14.08	
5292	Office Supplies	\$ 1,471.70	\$ 1,237.73	\$ 1,351.14	\$ 1,800.00	\$ 1,015.96	\$ 1,741.65	\$ (58.35)	\$ 1,800.00	0.75	
5310	Postage	\$ 1,299.60	\$ 1,198.11	\$ 1,347.45	\$ 1,650.00	\$ 546.83	\$ 937.42	\$ (712.58)	\$ 1,650.00	0.69	
5320	Copying	\$ 1,697.60	\$ 1,913.52	\$ 1,052.94	\$ 1,900.00	\$ 687.24	\$ 1,178.13	\$ (721.87)	\$ 2,000.00	0.83	
5390	Misc. Administration	\$ 414.75	\$ 536.28	\$ 1,347.61	\$ 1,500.00	\$ 786.20	\$ 1,347.77	\$ (152.23)	\$ 1,500.00	0.63	
TOTAL ADMIN. EXPENSES		\$ 52,640.88	\$ 44,812.14	\$ 41,763.14	\$ 52,500.00	\$ 26,838.23	\$ 44,753.11	\$ (7,746.89)	\$ 53,585.00	22.33	
Maintenance Expenses											
5411	Building Repairs	\$ 19,579.93	\$ 32,725.92	\$ 33,427.89	\$ 31,000.00	\$ 17,074.72	\$ 29,270.95	\$ (1,729.05)	\$ 35,000.00	14.58	
5414	Low Temp Monitoring System	\$ 15,082.20	\$ 15,082.20	\$ 16,635.20	\$ 17,500.00	\$ 8,797.95	\$ 15,082.20	\$ (2,417.80)	\$ 17,500.00	7.29	
5480	Exterminating	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ -	\$ (400.00)	\$ 400.00	0.17	
5530	Grounds Contract (Lawn&Snow)	\$ 77,583.75	\$ 77,832.50	\$ 80,253.35	\$ 85,000.00	\$ 45,382.50	\$ 77,798.57	\$ (7,201.43)	\$ 82,000.00	34.17	
5540	Snow Removal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	
5570	Landscaping	\$ 11,318.06	\$ 5,162.06	\$ 16,409.60	\$ 19,000.00	\$ 18,333.33	\$ 31,428.57	\$ 12,428.57	\$ 20,000.00	8.33	
5605	Irrigation System	\$ 4,782.65	\$ 7,214.06	\$ 3,452.07	\$ 6,000.00	\$ 646.59	\$ 1,108.44	\$ (4,891.56)	\$ 6,000.00	2.50	
5650	Refuse Removal	\$ 34,198.59	\$ 35,142.38	\$ 26,924.12	\$ 28,500.00	\$ 18,229.15	\$ 31,249.97	\$ 2,749.97	\$ 32,000.00	13.33	
5670	Misc. Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00	
TOTAL MAINTENANCE EXPENSES		\$ 162,545.18	\$ 173,159.12	\$ 177,102.23	\$ 187,400.00	\$ 108,464.24	\$ 185,938.70	\$ (1,461.30)	\$ 192,900.00	80.38	
	Property Tax	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ -	\$ 2.00	\$ -	\$ 2.00	0.00	
TOTAL PROPERTY TAX EXPENSE		\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ -	\$ 2.00	\$ -	\$ 2.00	0.00	

**CLOVER RIDGE VILLAGE HOA
APPROVED Budget Draft for 2016**

INCOME		ACTUAL 2012	ACTUAL 2013	ACTUAL 2014	APPROVED 2015	2015 As 7/31/15	2015 PROJECTED	2015 OVER (UNDE	APPROVED 2016	
Utilites										
5810	Electric	\$ 13,557.48	\$ 14,439.70	\$ 18,864.63	\$ 22,750.00	\$ 11,050.42	\$ 18,943.58	\$ (3,806.42)	\$ 23,000.00	9.58
5830	Water/Sewer	\$ 64,625.85	\$ 61,382.61	\$ 63,247.31	\$ 68,500.00	\$ 35,011.87	\$ 60,020.35	\$ (8,479.65)	\$ 68,500.00	28.54
TOTAL UTILITIES		\$ 78,183.33	\$ 75,822.31	\$ 82,111.94	\$ 91,250.00	\$ 46,062.29	\$ 78,963.93	\$ (12,286.07)	\$ 91,500.00	38.13
Insurance Expenses										
5910	Commercial Insurance	\$ 44,694.52	\$ 50,956.30	\$ 58,022.68	\$ 60,775.00	\$ 35,879.31	\$ 61,507.39	\$ 732.39	\$ 70,479.64	29.37
5915	Workers Compensation	\$ 203.00	\$ 201.00	\$ 220.00	\$ 450.00	\$ 216.00	\$ 370.29	\$ (79.71)	\$ 450.00	0.19
5920	Insurance Claims/Deductible	\$ -	\$ -	\$ (961.88)	\$ -	\$ -	\$ (961.88)	\$ (961.88)	\$ -	0.00
TOTAL INSURANCE EXPENSES		\$ 44,897.52	\$ 51,157.30	\$ 57,280.80	\$ 61,225.00	\$ 36,095.31	\$ 60,915.79	\$ (309.21)	\$ 70,929.64	29.55
Financial										
6010	Bad Debt	\$ 7,477.89	\$ 6,003.00	\$ 271.00	\$ 5,000.00	\$ 90.00	\$ 154.29	\$ (4,845.71)	\$ 5,000.00	2.08
TOTAL FINANCIAL		\$ 7,477.89	\$ 6,003.00	\$ 271.00	\$ 5,000.00	\$ 90.00	\$ 154.29	\$ (4,845.71)	\$ 5,000.00	2.08
Other Expenses										
7010	Contingency Fund	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)	\$ -	0.00
7020	Reserve Contribution	\$ 145,947.96	\$ 159,999.96	\$ 171,999.96	\$ 184,039.64	\$ 106,773.10	\$ 183,039.60	\$ (1,000.04)	\$ 196,000.00	0.00
7021	Reserve Interest	\$ 6,543.32	\$ 4,294.92	\$ 5,775.93	\$ 6,500.00	\$ 3,106.87	\$ 5,326.06	\$ (1,173.94)	\$ 6,500.00	2.71
TOTAL OTHER EXPENSES		\$ 152,491.28	\$ 164,294.88	\$ 177,775.89	\$ 200,539.64	\$ 109,879.97	\$ 188,365.66	\$ (12,173.98)	\$ 202,500.00	2.71
TOTAL INCOME		\$ 542,969.19	\$ 544,437.06	\$ 566,555.57	\$ 597,916.64	\$ 344,643.41	\$ 590,817.27	\$ (7,099.37)	\$ 616,416.64	\$ 256.84
TOTAL EXPENSE		\$ 498,238.08	\$ 515,250.75	\$ 536,307.00	\$ 597,916.64	\$ 327,430.04	\$ 559,093.47	\$ (38,823.17)	\$ 616,416.64	\$ 175.17
TOTAL PROFIT/(LOSS)		\$ 44,731.11	\$ 29,186.31	\$ 30,248.57	\$ -	\$ 17,213.37	\$ 31,723.80	\$ 31,723.80	\$ -	\$ 81.67

Budget
Jonathan The

The Jonathan Association			
BUDGET YEAR BEGINNING JANUARY 1, 2016			
		2016 Budget	FOOT NOTES/EXPLANATION
		Approved	
		\$ 255.00	
	INCOME		
4200	Association Fees	661,725.00	2595 Units x \$255
4202	Multiple Dwellings	146,370.00	574 Units x \$255
4203	refund of 75% of dues	(5,523.00)	Carver Green - 16 units; Highpoint - 8 units; Hazeltine Shores - 4 units
4305	Form Fee -New Owners	0.00	out sourced thru homewise
4310	Late Fees	10,500.00	
4320	Legal/ Collection Fees	15,000.00	
4330	Penalties/Fines	0.00	
4420	Investment Income	0.00	
4430	Reserve Investment Income	500.00	
4460	Advertising Income	0.00	
4500	Miscellaneous Income	50.00	
	TOTAL INCOME	828,622.00	
	EXPENSES		
	Administrative Expense		
5010	Audit/Taxes	7,000.00	
5012	Election	12,000.00	assuming contested election
5020	Advertising	0.00	
5050	Office Leases	0.00	
5060	Bank Charge	547.00	
5070	Legal Expense	20,000.00	hellmuth legal consults
5075	Collection Expense	20,000.00	collection costs with fuller
5090	Consulting	4,500.00	reserve study update
5120	Tech Support	3,500.00	JR consults & website
5130	Computers/ Software	1,500.00	new computer/laptop 2016
5174	License & Permits	230.00	health dept license
5175	Management Fees	41,328.00	Annual increase of 5% per contract thru 10/31/17
5176	Membership & Board Meetings	150.00	
5180	Committee Expenses	150.00	orientation meeting,
5181	Clean Up Day:Spring	1,200.00	postcards, benz pickup,
51811	Clean Up Day:Fall	1,200.00	postcards, benz pickup,
5182	Special Events -4th of July	9,000.00	
51821	National Night Out	2,500.00	reimb owners \$150/community for participating
5184	Awards	700.00	awards, pies/food etc. @ annual meeting.
5185	Hospitality	250.00	coffee, water, cookies, candy etc. for the karen house
5186	Community Garage Sale	2,000.00	postcards, maps, biffs
5187	Special Event-Cocoa & Coasting	3,500.00	santa & Reindeer, barista, treats, prizes tent & heaters
5188	Special Events - Other	0.00	
5210	Newsletter	10,000.00	qrtly newsletters
5292	Office Supplies	9,500.00	
5293	Office Equipment	4,000.00	copier
5310	Postage	8,000.00	mailings, statements, violation letters
5320	Copying	1,500.00	
5355	Telephone	3,000.00	

(7,000.00)
(12,000.00)

(1,200.00)

(2,500.00)

5390	Misc Administrative	1,200.00		
	TOTAL ADMINISTRATIVE	168,455.00	(16,122.00)	
	Maintenance Expense			
5409	Maintenance and Repairs	5,000.00		
5411	Building Repairs	1,000.00		karen house & barn (gutters - 2016)
5414	Security/Alarms/Keys	500.00		
5418	Maintenance Supplies	3,000.00		doggi pots, bags, misc maint supplies
5431	Water Heater	0.00		
5434	Plumbing	0.00		
5440	janitorial/ window washing	700.00		cleaning 2x's, wash windows spring
5460	Cleaning Supplies	0.00		
5480	Exterminating	1,000.00		
5490	Fuel	3,000.00		gas for all vehicles
5520	Trail/Road Maintenance	2,500.00		crack filling, patching, weed killer, bridge maint
5525	Shelter Maintenance	5,000.00		paint, shingles, replacement wood, plexi-glass
5530	Grounds Contract	95,000.00		benz contract expires 2018 - no increase in those years
5531	Misc Non-Grounds Contract	2,000.00		work above contract - tree trimming, fertilizations, etc.
5540	Snow Removal	15,000.00		
5570	Landscaping	15,000.00		plants, mulch (done in 2015), contract hire (hartmans) - obelisk, silo & gazebo
5580	Tree Maintenance	5,000.00		jim steele - large trees rest done in house
5590	Pond Maintenance	4,000.00		dulcet fountains only as of 2015
5605	Irrigation System	1,500.00		
5650	Refuse Removal	4,700.00		
5718	Recreational	0.00		
5720	Tools & Equipment Maintenance	6,000.00		shop tools, yard tools, bobcat & pug maint, truck maint
5730	Contracted Labor	0.00		
	TOTAL MAINTENANCE	169,900.00	(17,450.00)	
	Association Unit			
5753	Unit Taxes	14,000.00		
	Total Association Unit	14,000.00	0.00	
	Payroll Expense			
5780	Maintenance Salaries	47,500.00		10% increase
5781	Office salaries	51,000.00		10% increase
5783	Contract Hire	30,100.00		2 labors @ \$15.00 (12 weeks), 1 gardener @ \$15.00 (april 15 - Oct 30), plus 1 - 2 seasonal @ \$10-12/hour
5785	Payroll Related	300.00		cell phone stipend
5788	Employee Health Benefits	10,000.00		
5790	Payroll Related	12,000.00		
	Total Payroll Expenses	150,900.00	19,400.00	
	Utility Expense			
5810	Electric	6,489.00		3% increase
5820	Gas	2,575.00		3% increase
5830	Water/Sewer	3,250.00		3% increase
5840	Cable/Internet	2,200.00		3% increase
5850	Other Utilities			

(22,700.00)

Bylaws
Clover Ridge

BYLAWS
OF
CLOVER RIDGE VILLAGE CONDOMINIUM ASSOCIATION
A MINNESOTA NON-PROFIT CORPORATION

ARTICLE I
INCORPORATION

Section 1. Name. The name of the corporation is Clover Ridge Village Condominium Association, ("Association"). The Association is formed pursuant to Chapter 317A and Sections 515B.1-101 *et seq.*, Minnesota Statutes, known respectively as the Minnesota Non-Profit Corporation Act and Minnesota Common Interest Ownership Act, (the latter being referred to herein as the "Act"), and laws amendatory thereof and supplemental thereto. The terms used in these Bylaws shall have the same meaning as they have in the Act, except as otherwise specified herein.

Section 2. Date of Incorporation. The Articles of Incorporation of the Association were filed in the office of the Secretary of State of the State of Minnesota on January 7, 2002.

Section 3. Membership and Voting. The membership of the Association shall consist of the Unit Owners of the Units within Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, Carver County, Minnesota (hereinafter referred to as the "Condominium"), which was created by the filing of the Declaration of the Condominium in the office of the County Recorder, Carver County, Minnesota, (the "Declaration"). Membership in the Association shall be appurtenant to, and shall not be separated from, Unit ownership in the Condominium. A person shall cease to be a member of the Association at such time as that person ceases to be a Unit Owner of a Unit. Each Unit shall have one vote. Where there is more than one Unit Owner of a Unit, all of such Unit Owners shall be members of the Association and the vote allocated to that Unit in accordance with the Declaration and these Bylaws shall be cast as the Unit Owners among themselves may determine and signify in writing to the Association, but in no event shall more than one vote be cast with respect to any Unit nor shall the vote allocated to a Unit be split or otherwise cast separately by the Unit Owners. Where there is more than one Unit Owner of a Unit, the Unit Owners thereof shall notify the Secretary of the Association in writing of the name of the Unit Owner who has been designated to cast the vote attributable to that Unit, on behalf of all the Unit Owners of that Unit. If the Owners of a Unit cannot agree on the Unit Owner who is to be designated to cast the vote attributable to the Unit owned by such Owners, or on the manner in which such vote is to be cast, the Unit Owners shall submit such dispute to the Board of Directors of the Association. The Board of Directors shall resolve such dispute in the manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Unit Owners. Membership in the Association shall automatically pass when the ownership of a Unit is transferred in any manner.

Section 4. Registration of Owner. It shall be the duty of each Unit Owner to register with the Secretary of the Association in writing (a) the name and address of such Unit Owner; (b) the nature and satisfactory evidence of such Unit Owner's interest or estate in a Unit; and (c) the addresses at which such Unit Owner desires to receive notice of any duly called meeting of the members. If a Unit Owner does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such person hereunder, and shall not recognize such person's right to vote as provided herein, but such failure to register shall not relieve a Unit Owner of any obligation, covenant or restriction under the Declaration or these Bylaws. If there is more than one Unit Owner of a Unit, each must execute the registration as provided in this paragraph.

ARTICLE II MEMBERS

Section 1. Place of Meeting. Meetings of members and directors of the Association may be held at such places within the State of Minnesota, County of Carver, as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members shall be held within one year after the recording of the Declaration on a date established by the first Board of Directors. Each subsequent regular annual meeting of the members shall be held at least once each year on the same day of the same month of each year thereafter (unless the Board of Directors designates a different date for annual meetings), at such hour as may be designated by the Secretary in the notice of said meeting, as hereinafter provided. At each annual meeting, the members shall, subject to the provisions of Section 2 of Article III hereof, elect members to the Board of Directors from among themselves and shall transact such other business as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or by the Board of Directors, on their own initiative or upon the delivery of a written request signed by Unit Owners of Units to which are assigned twenty-five percent (25%) or more of the votes in the Association to either the President or the Secretary, stating the purpose or purposes of the special meeting. No business shall be transacted in a special meeting of the members except as stated in the notice of the meeting, as hereinafter provided.

Section 4. Notice of Meetings. At least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, the Secretary of the Association shall send to each Unit Owner a written notice of the time, place and complete agenda of the meeting which is the subject of such notice. Such notice shall be hand delivered or sent by United States mail to all Unit Owners of record at the address of their respective Units and to such other addresses as any Unit Owner may have designated in writing to the Secretary. Unit Owners of record shall be those Unit Owners who are registered with the Secretary as provided in Article I Section 4 on a date specified by the Board of Directors (the "Record Date"). Such Unit Owners of record shall be entitled to notice of any duly called meeting of the Members; provided that the Board of Directors may not specify a Record Date which is more than thirty-five (35) days prior to the date of an annual meeting or more than twenty (20) days prior to the date of a special meeting. A Unit Owner may at any time waive notice of any meeting by a signed writing or by attendance at the meeting.

Section 5. Quorum and Adjournment. The presence of members in person or represented by proxy who have the authority to cast ten percent (10%) of the total of the votes of all members of the Association shall be requisite for and shall constitute a quorum at all meetings of the Association for the transaction of business except that of adjourning the meeting to reconvene at a subsequent time and except as otherwise provided by law. If, however, such percentage shall not be present or represented at any such meeting, the members entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any member previously in attendance in person or by proxy.

Section 6. Voting Register. At the beginning of each meeting of the members, the Secretary shall deliver to the chairman for the meeting a written list of the Unit numbers, the respective name or names of the Unit Owners entitled to notice of such meeting, and the respective name of the person (in the case of multiple Unit Owners) authorized to vote.

Section 7. Order of Business. The order of business at annual meetings of the members, and at such other membership meetings of the members as may be practical, shall be as follows:

- a. Presenting of Voting Register, proxy certification and establishment of a quorum.
- b. Reading or distribution of minutes of the preceding meeting of the Members.
- c. Reports of officers.
- d. Reports of committees.
- e. Appointment by the Chairman of inspectors of election as determined by the Chairman or when requested by a member of the Board of Directors.
- f. Election of members of the Board of Directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

Section 8. Manner of Voting. Proxies shall be in writing, signed by the member giving the Proxy, and filed with the Secretary of the Association prior to the meeting. All elections and all questions shall be decided by the concurring vote of the members who are entitled to cast a majority of the votes represented by all members present in person or by proxy at a meeting, except as otherwise specifically provided in the Declaration, these Bylaws or the Act. Cumulative voting

shall not be permitted. Every proxy shall be revocable and shall automatically cease upon the expiration of eleven (11) months from the date of its execution, upon the conveyance by the member of his Unit or upon the member's personal attendance at the meeting.

No vote in the Association shall be deemed to inure to any Unit during the time when the Unit Owner thereof is the Association.

Section 9. Action Taken Without A Meeting. Any action which might be taken at a meeting of the Unit Owners may be taken without a meeting if authorized in a writing or writings signed by all of the Unit Owners.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualification. The first Board of Directors shall consist of the persons designated as directors in the Articles of Incorporation of the Association, who need not be Unit Owners. Upon the ending of the terms of the first Board of Directors, the Board of Directors shall be composed of five (5) Directors, all of whom shall be Members; or, in the case of ownership of a Unit by a fiduciary, partnership or corporation, shall be officers, partners or employees of such fiduciary, partnership or corporation.

Section 2. Term of Office. Notwithstanding the right to remove a director under Section 9 of this Article III, and notwithstanding anything else herein contained, Declarant may elect the members of the Board of Directors of the Association during the period from the date of the first conveyance of a Unit to a Unit Owner other than Declarant until that date which is five (5) years after the date of recording of the Declaration; or until that date which is sixty (60) days after the conveyance of seventy-five percent (75%) of the Units (including any Units which have then or may thereafter be added to the Condominium pursuant to Section 8 of the Declaration establishing the Condominium) to Unit Owners other than Declarant; or a recording of a written surrender of control of the Association by the Declarant, whichever first occurs. Upon the happening of the earliest of said events, all Directors elected by the Declarant shall resign from the Board of Directors. Notwithstanding the foregoing, however, not later than sixty (60) days after conveyance of fifty percent (50%) of the Units (including Units which have then or may thereafter be added to the Condominium pursuant to Section 8 of the Declaration) to Unit Owners other than Declarant, one-third (1/3) of all of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant. Upon the resignation from the Board of Directors of all Directors elected by the Declarant, five (5) directors shall be elected, three (3) for a two-year term, and two (2) for a one-year term. At each annual meeting thereafter, three (3) or two (2) (as the case may be) directors shall be elected, to a two-year term, as successors to the three (3) or two (2) (as the case may be) directors whose terms are then ending. The term of a member of the Board of Directors shall expire upon the election of a successor at an annual meeting of the Members. A director shall hold office until he shall resign and his resignation shall have become effective, or until a qualified successor has been elected and shall have accepted the office, or until the director has been removed in accordance with the provisions of these Bylaws. The Board of Directors elected by the Declarant shall have the power to adopt these Bylaws of the Association, to elect officers, to establish a

schedule of assessments and shall have generally the powers and duties of the Board of Directors as set forth herein and in the Declaration.

Section 3. Election. The five (5) directors being elected upon the resignation from the Board of Directors of all Directors elected by the Declarant shall be elected in one voting. Each Unit shall be entitled to cast up to five (5) votes. Such votes may not be used cumulatively and, if cast, must be cast for separate candidates. At the initial election of directors, the candidates receiving the first, second and third highest number of votes shall be elected to two-year terms and the candidates receiving the fourth and fifth highest number of votes shall be elected to a one-year term. Thereafter, the three (3) or two (2) (as the case may be) directors being elected at any annual meeting shall be elected in one voting. Each Unit shall be entitled to cast three (3) or two (2) (as the case may be) votes. Such votes may not be used cumulatively and such three (3) or two (2) (as the case may be) votes, if cast, must be cast for three (3) or two (2) (as the case may be) separate candidates. After the initial election of directors, all directors elected at any annual meeting shall be elected to two-year terms.

Section 4. General Powers. The Board of Directors shall manage the property, affairs and business of the Association. Specifically, and without limiting the generality of the foregoing, the Board of Directors shall have the power to:

- a. Adopt and publish administrative rules and regulations governing the operation and the use of the Common Elements, the use and occupancy of the Units and the personal conduct of the members and their tenants and guests thereon and therein, parking, matters of aesthetics affecting the Condominium or any part thereof and such other matters as are necessary or desirable to the harmonious use and enjoyment of the Condominium by the Unit Owners, copies of all of which rules and regulations shall be made available to all Unit Owners;
- b. Supervise the operation, maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto;
- c. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by law or by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- d. Authorize the making of any contracts, leases, management contracts, employment contracts or leases of recreational areas or facilities on behalf of the Association, engage the services of and discharge a manager, managing agent, independent contractor or other employees as they deem necessary, and determine the duties and compensation of such persons. No such lease or contract shall be entered into on behalf of the Association whose term exceeds two (2) years; and any contract for professional management of the Property, or any other contract providing for services by the Declarant, shall be terminable by the Association or the other party thereto on 90 days' written notice without cause and without the imposition of any penalty or termination fee and shall be terminable for cause by the Association on 30 days' written notice;

e. Lease or purchase and mortgage a Unit, Units or other residential quarters for management and maintenance personnel. All rental or debt service paid by the Association pursuant to such lease agreement or mortgage shall be a general Common Expense;

f. Exercise the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units and, without limiting the generality of the foregoing, to exercise the irrevocable right to have access, by means of entering any area of each Unit or the garage portion of each Unit containing any metering devices which relate to utility services provided to any Common Elements or to any other Unit for the purpose of reading, repairing, maintaining and replacing the meter and heating equipment, if any, located therein;

g. Determine what shall constitute Common Expenses required for the affairs of the Association, which shall include all ordinary or extraordinary and necessary expenses for the operation and the repair, replacement and maintenance of the Real Estate, and the establishment of a reserve for future repair, replacement and maintenance of those portions of the Common Elements which must be repaired, replaced or maintained on a periodic basis;

h. Levy and collect the Common Expenses from the Unit Owners;

i. Open bank accounts on behalf of the Association and designate signatories required therefor;

j. Obtain insurance for the Condominium pursuant to the provisions of the Declaration; and

k. Dedicate or transfer easements for public utilities or other public purposes consistent with the intended use of the Common Elements over any part of the Common Elements to any governmental subdivision or public agency or public utility.

Section 5. General Duties. In addition to and without limitation of the powers and duties assigned to the Board of Directors elsewhere herein, by the Declaration or by the Act, it shall be the duty of the Board of Directors to:

a. Contract for labor and materials needed to maintain, repair and replace the Common Elements, pay for insurance, utilities and other expenses of operating the Common Elements and of performing the other duties of the Association as provided by law, the Declaration or herein, and assess the costs thereof against the members of the Association in the manner provided for by the Act, herein and in the Declaration. The Board shall include in the monthly assessments such amount as is necessary to accumulate an adequate reserve for the maintenance, repair and replacement of those Common Elements that must be replaced, repaired or maintained on a periodic basis, and may accumulate an additional reserve from time to time in anticipation of extraordinary Common Expenses.

b. Cause to be kept detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance repair and replacement expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners during normal business hours.

c. Prepare or cause to be prepared an annual report, a copy of which shall be provided to each Unit Owner with the notice of each annual meeting and shall be available to each Unit Owner at the annual meeting, showing the financial affairs of the Association, and containing at a minimum the following:

(i) A statement of any capital expenditures in excess of 2% of the current budget or \$5,000.00, whichever is greater, approved by the Association for the current fiscal year or succeeding two (2) fiscal years;

(ii) A statement of the balance of any reserve or replacement fund and any portion of the fund designated by the Board for any specified project;

(iii) A copy of the statement of revenues and expenses for the Association's last fiscal year and a balance sheet as of the end of said fiscal year;

(iv) A statement of the status of any pending litigation or judgments in which the Association is a party;

(v) A detailed description of the insurance coverage provided by the Association, including a statement as to which, if any, of the items referred to in Section 515.3-113, subsection (b) if the Act are insured by the Association; and

(vi) A statement of the total past due assessments on all individual Units, current as of not more than 60 days prior to the date of the meeting.

d. Furnish or cause to be furnished a certificate in accordance with Section 515B.4-107(b) of the Act. The Board of Directors shall have the power to establish and collect a fee for such certificates, which fee shall be in an amount reasonably related to the costs incurred by the Association in furnishing such certificate.

Any member of the Association shall have the right, upon reasonable notice to the Treasurer, to review the accounts and financial records of the Association. If the Association does not elect to include an audit as a part of the Common Expenses, one or more members may call for an audit of the affairs of the Association by written notice to the President. If the audit shall disclose errors of three percent (3%) or greater in any figures contained in the most recent statements issued by the Board, the Association shall bear the expense of the audit. If no such error of three percent (3%) or greater shall be established by the audit, the member or members requesting the audit shall bear the entire expense thereof, which shall be a lien upon their individual Units until paid.

Section 6. Limitation of Authority. Anything herein or in the Declaration to the contrary notwithstanding, unless specifically authorized herein or in the Declaration, the Board of Directors shall have no authority, except as may specifically be granted by the majority (or such higher number as may otherwise be required hereunder, by the Act or by the Declaration) of the members present in person or by proxy at a meeting thereof, to do any of the following:

a. Purchase any Unit except that the Board of Directors may accept any Unit surrendered to it for unpaid assessments and may purchase a Unit at any sale held pursuant to foreclosure for unpaid assessments provided that the Board of Directors shall not, unless authorized by the members, bid, at any such foreclosure sale, any amount in excess of the total of the delinquent assessment on account of which the foreclosure sale is being held, any interest thereon and other costs related thereto which are, pursuant to the Declaration, the Act and hereunder, collectible from the Unit Owner of such Unit.

b. Levy or assess as a Common Expense the cost of any capital improvement or acquisition, other than the repair or replacement of an existing portion of the Real Estate unless specifically authorized by not less than 2/3 of the total voting power of the Association.

Section 7. Resignation. A Director of the Association may resign at any time by giving written notice to the Board of Directors, such resignation to take effect at the time of receipt of such notice or at any later date or time specified therein. Unless otherwise specified therein, acceptance of a resignation shall not be necessary to make it effective.

Section 8. Vacancy. A vacancy on the Board of Directors caused by resignation, death, disqualification, removal or any inability to act shall be filled by the Board of Directors and such action shall be valid notwithstanding the fact that the number of Directors then in office is less than the number specified herein.

Section 9. Removal. Any Director or all Directors, except the members of the first Board of Directors, may be removed at any time with or without cause by a majority vote of a quorum of the Owners at any annual or special meeting of the Association. A Director shall be automatically removed without a meeting or other action of the Owners on the date of closing of any sale or transfer of his Unit or on the date of transfer of possession thereof in connection with any such sale or transfer, whichever occurs earlier.

Section 10. Regular Meeting. The regular annual meeting of the Board of Directors shall be held without notice at the place, and immediately following the adjournment of the annual meeting of the members of the Association, to transact such business as may properly come before the Board.

Section 11. Special Meetings of the Board of Directors. Special meetings of the Board of Directors shall be held upon written request of the President or of any Director, stating the purpose or purposes thereof. Notice of such meeting shall be given by personal delivery or by mail or facsimile transmission to each Director, addressed to him at his residence or usual place of business at least three (3) days before the day on which such meeting is to be held. Every such notice shall

state the time, place and purpose of the meeting. No business other than that stated in the notice shall be transacted at said meeting without the unanimous consent of the Directors.

Section 12. Quorum and Manner of Acting. Except as otherwise provided by statute, the Declaration or these Bylaws, a majority of the Directors in office at the time of any meeting of the Board of Directors shall constitute a quorum for transaction of business at such meeting and the act of a majority of the Directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum be had.

Section 13. Waiver of Notice. Notice of a special meeting may be waived by any member of the Board of Directors in writing and shall be waived by attendance at such meeting in person.

Section 14. Action Taken Without A Meeting. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if authorized in a writing or writings signed by all of the Directors.

Section 15. Fidelity Bonds. The Board of Directors shall require that all officers, directors, employees and representatives of the Association, and all officers, employees and agents of any management agent employed by the Association, handling or responsible for the Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall be in such amount as the Board of Directors deems appropriate but not less than the amount required by the Act or less than three times the estimated monthly assessments plus the amount of any reserves. Such bonds shall name the Association as an obligee, shall contain waivers of defenses based on exclusion of persons serving without compensation and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association and each holder of a first mortgage on any Unit. The premiums on such bonds shall be a Common Expense.

Section 16. Compensation. No Director shall receive compensation for any service he may render in his capacity as a member of the Board of Directors unless such compensation is approved at a meeting of the members. However, any Director may be reimbursed, by resolution of the Board of Directors, for his actual expenses incurred in the performance of his duties as a Director.

ARTICLE IV OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President, Vice President, a Secretary and a Treasurer and such assistant or other officers as the Board of Directors may designate. Each officer shall be selected by a majority vote of the Board of Directors. One person may hold the office and perform the duties of any two of said officers; provided, however, that the same person shall not at the same time hold the offices of President and Secretary. The President shall be selected from among the Board of Directors. Each officer shall continue in office until:

- a. The next annual meeting of the Board and thereafter until a successor is elected; or
- b. He shall resign and his resignation shall have become effective; or
- c. He shall no longer be a member of the Association (provided that officers selected by the first Board of Directors need not be members of the Association); or
- d. He shall be removed as hereinafter provided.

Vacant offices shall be filled by the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 3. Duties of Officers. The officers shall have the duties and responsibilities normally pertaining to their respective offices together with such specific duties as may be specified by the Articles of Incorporation, these Bylaws or the Board of Directors. The President shall preside over the meetings of the Board of Directors and of the Association of Unit Owners, shall have all of the general powers and duties which are normally vested in the office of President of a corporation and shall have the power to execute contracts and similar documents on behalf of the Association. In the absence of the President, the Vice President shall assume and perform the duties of the President. The Secretary shall keep the minute book of the Association wherein minutes of all meetings and all resolutions, proceedings and votes of the members and of the Board of Directors shall be recorded, and shall keep a record of the name and mailing address of each Unit Owner, and the Unit or Units in which he has an interest and shall give all notices required by the Articles of Incorporation of the Association, these Bylaws, the Declaration or the Act. The Treasurer shall keep the financial records and books of account of the Association. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer, including the annual review of the financial statements of the Association. He shall furnish upon request of any Unit Owner a statement as to the current account of the Unit Owner upon the assessment rolls of the Association. Officers shall serve without compensation except for reimbursement for out-of-pocket expenses incurred in the performance of their duties. If desired by the Board, administrative tasks of the officers may be performed by a managing agent selected by the Board.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1. Budget; Levy. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Unit Owners in accordance with the fractional interests specified in Exhibit A to the Declaration. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget of Common Expenses and the allocation thereof to the Unit Owners, the amount so allocated to the Unit Owners of each Unit shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Unit, payable in equal monthly installments due on the first day of each month during the period covered by the Budget. The Common Expenses shall include those Common Expenses set forth in the Declaration and these Bylaws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property and as permitted by the Act and all laws amendatory thereof and supplementary thereto, provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Unit Owner. The Board of Directors shall advise all Unit Owners in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Unit Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Unit Owner and to his First Mortgagee. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unneeded Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expenses, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Unit Owners, shall be a lien on the Units and shall be enforceable in the same manner as the monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors.

Section 2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors pursuant to Section 1 of this Article V. An Owner may not avoid assessment for Common Expenses by failing or waiving the right to use or enjoyment of the Common Elements. Monthly assessments shall be due as provided in Section 1 of this Article V and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any Owner of a Unit and its appurtenant undivided interest in Common Elements may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due

and payable all Common Expenses attributable to that Unit. The mortgage note or deed may further provide that a default in making such deposit shall be a default under the terms of the mortgage deed. In the event that mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.

Section 3. Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Units which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid.

Section 4. Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owner shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to either the Act or the laws of the State of Minnesota relative to usury. In addition, such Owner shall be obligated to pay all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of a Unit Owner to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the defaulting Owner, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Owner. The Board of Directors shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest thereon and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against an Owner, by foreclosure of the lien on a Unit pursuant to the Act, any statute amendatory thereof or supplementary thereto, or by another remedy available under the Act or hereunder.

Section 5. Records. The Board of Directors shall cause to be kept at the registered office of the Association or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Unit Owners and names of any First Mortgagees who have requested the notice of default described in the Declaration and the Unit on which such First Mortgagee holds a mortgage, and detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements. Such records shall be available for examination by the Owners or Mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Unit setting forth the amount of the assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid.

ARTICLE VI
AMENDMENT TO BYLAWS

Section 1. These Bylaws may be amended only in the same manner and to the same extent as the Declaration.

ARTICLE VII
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall indemnify and hold harmless every Director and officer, his heirs, executors and administrators, against all loss, cost, judgment and expense, including attorneys' fees, which may be imposed upon or reasonably incurred by him in connection with or arising out of the defense or settlement of any claim, action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association whether or not he is an officer or director at the time of incurring such loss, cost, judgment or expense, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to have been guilty of willful or fraudulent conduct detrimental to the best interests of the Association. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Board of Directors has agreed on behalf of the Association that the person to be indemnified has not been guilty of willful or fraudulent conduct detrimental to the best interests of the Association in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a Common Expense. Nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or damage or liabilities incurred by him solely in his capacity as an Owner.

ARTICLE VIII
MISCELLANEOUS

Section 1. Notices. All notices required hereunder to be given to the Association or the Board of Directors shall be sent by U.S. mail to the Board of Directors at the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time by written notice given in the manner hereinafter prescribed. All notices to any Unit Owner Member, or Occupant entitled to any notice, shall be sent by U.S. mail to his Unit address or to such other address as may be designated by him in writing from time to time to the Association. All notices to First Mortgagees of Units shall be sent by U.S. mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when deposited in the U.S. mail postage prepaid, except notices of change of address, which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 4. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. No Corporate Seal. The Association shall have no corporate seal.

Section 6. Election Under Internal Revenue Code. The Board shall make and file all elections and documents required pursuant to the Internal Revenue Code, and any other applicable statute or regulation, in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Unit Owners.

Section 7. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

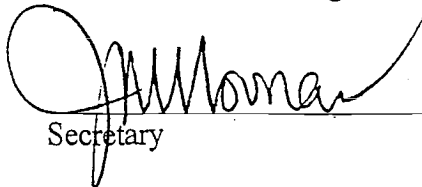
Section 8. Supplemental to Law. The provisions of these Bylaws shall be in addition to and supplemental to the Act and to all other provisions of law.

Section 9. Definition of Terms. As used in these Bylaws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate and each reference to a male pronoun shall include the female and neutral; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several.

Section 10. Administration. The administration of the Condominium shall be in accordance with the provisions of the Act, the Declaration, and these Bylaws of the Association. In the event of any conflict among the provisions of the Act, the Declaration, these Bylaws of the Association or any Rules and Regulations adopted by the Association, the documents shall control in the following order of priority:

- a. the Act;
- b. the Declaration;
- c. these Bylaws; and
- d. the Rules and Regulations.

The undersigned hereby certifies that the foregoing Bylaws were adopted as the Bylaws of Clover Ridge Village Condominium Association, a non-profit corporation under the laws of the State of Minnesota, by action of the Board of Directors at the first meeting thereof, effective this 19th day of February, 2002.


Secretary

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (TJA)

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Declaration-CC&Rs
Clover Ridge

Document No.

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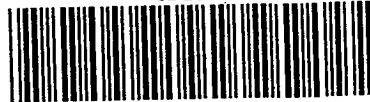
OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Filing Fee: \$ 33.00 Check#: 10625

Certified filed and recorded on 02-20-2002 at 11:00 AM PM

02-20-02




Carl M. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

DECLARATION

THIS DECLARATION is made on this 19th day of February, 2002, by The Rottlund Company, Inc., a Minnesota corporation ("Rottlund"), hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118 (hereinafter referred to as the "Act"), as amended.

WHEREAS, Rottlund is the owner of certain property in the City of Chaska, County of Carver, State of Minnesota, which is more particularly described as:

Lot 16, Block 4;
Outlot E;
Clover Ridge Village,
Carver County, Minnesota

(the "Real Estate"), which Declarant intends to develop for residential uses; and

WHEREAS, the Real Estate is improved with and includes one (1) building containing four (4) Residential Units, and other facilities; and

WHEREAS, Declarant desires that all of the Property shall be subject to certain uniform covenants, conditions and restrictions.

NOW, THEREFORE, in order to establish the Real Estate as a Condominium pursuant to the Act, Declarant hereby declares that the Real Estate is subject to the covenants, restrictions, terms and conditions hereinafter set forth in this Declaration, which shall constitute covenants running with the Real Estate and shall be binding on Declarant, its successors and assigns, and on all

subsequent holders of any right, title or interest in or to all or any part of the Real Estate, their grantees, successors, heirs, personal representatives, devisees and assigns;

Section 1. General. This Declaration establishes Common Interest Community Number 53, a condominium, Clover Ridge Village Condominium, Carver County, Minnesota. It is a condominium and is not subject to a master association. The real estate included within this common interest community, (hereinafter "CIC" or "Condominium") is legally described above. The CIC Plat for this CIC is being recorded simultaneously herewith and as a part of this Declaration.

Section 2. Condominium Units. There are four (4) separate Units located in one building as shown on the CIC Plat certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which CIC Plat is a part hereof (hereinafter referred to as the "CIC Plat"). The unit identifier, location and boundaries of each of the four (4) Units established hereby are set forth in the CIC Plat. The boundaries of each Unit shall be the interior unfinished surface of the walls, floors and ceilings thereof depicted as boundaries in the CIC Plat. Accordingly, all lath, furring, wallboard, plasterboard, and plaster constituting a part of the wall shall be deemed to be outside of the Unit and any paneling, tile, wallpaper, paint, carpeting, linoleum or other wall or floor coverings or finishing shall be deemed to be included within the Unit. All doors, patio doors, windows and accompanying screens located in the perimetrical walls of a Unit shall be deemed to be part of that Unit. Each of the Units is hereby allocated one vote in the Association.

The fractions of undivided interests in the Common Elements and the fractions of the Common Expenses of the Association are hereby equally allocated to the Units. The fractions of undivided interests in the Common Elements and of the Common Expenses of the Association allocated to each Unit on such basis is the Fractional Interest set forth opposite each such Unit in Exhibit A attached hereto. However, certain expenses may be assessed on a different basis, or against one or fewer than all of the Units, under the following circumstances:

- A. Any common expenses associated with the maintenance, repair or replacement of a limited common element undertaken by the Association may be assessed exclusively against the Unit or Units to which that limited common element is assigned, on the basis of:
 - i. equality;
 - ii. square footage of the area being maintained, repaired or replaced; or
 - iii. the actual cost incurred with respect to each Unit.

- B. Any common expense or portion thereof benefitting fewer than all of the Units may be assessed exclusively against the Units benefitted on the basis of:
 - i. equality;

- ii. square footage of the area being maintained, repaired or replaced; or
 - iii. the actual cost incurred with respect to each Unit.
- C. The costs of insurance may be assessed in proportion to value, risk of coverage, and the costs of utilities may be assessed in proportion to usage.
- D. Reasonable attorney fees and other costs incurred by the Association in connection with the collection of assessments, the foreclosure of liens and the enforcement of this Declaration, the Bylaws, the Act or Rules and Regulations against an Owner or occupant or their guests may be assessed against the Owner's Unit.
- E. Fees, charges, late charges, fines and interest may be assessed as provided in Section 515B.3-116(a) of the Act.
- F. Assessments levied under Section 515B.3-116 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.
- G. If any damage to the Common Elements or another Unit is caused by the action or omission of any Owner or occupant or their guests, the Association may assess the costs of repairing the damage against the Owner's Unit to the extent not covered by insurance.
- H. If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice to the Owner, declare the entire amount of the assessment immediately due and payable in full.
- I. If Common Expense liabilities are reallocated for any purpose authorized by the Act, common expense assessments and installments thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.
- J. Assessments described in sub-sections 2.A. through 2.H. shall not be considered as being special assessments.

Section 3. Common Elements. All portions of the Real Estate other than the Units are Common Elements. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units. Such Limited Common Elements, if any, are shown on the CIC Plat and the driveways or the half of the driveways adjacent to and serving each Unit are Limited Common Elements allocated for the exclusive use of the respective Units indicated on the CIC Plat to the exclusion of the other Units. The entry area and air conditioning equipment serving each Unit and the fenced yard, deck and patio area, if any, which are accessible from each Unit are Limited Common Elements allocated for

the exclusive use of such Unit to the exclusion of the other Units. The air conditioning equipment which is a Limited Common Element allocated to each Unit shall be maintained, repaired and replaced by the Owner of such Unit at such Owner's cost and expense.

Subject to the following provisions of this paragraph, each garage may be used and improved by the Owners of the Unit of which it is a part in any manner desired by such Owners, provided that the garage may not be converted from use as a garage to use as living space. Such use and improvement shall be subject to the provisions of the Act, this Declaration, the Articles and the Bylaws of the Association. Additionally, the Board of Directors shall have the power to promulgate rules and regulations relative to the garages and the use or improvement thereof provided that the same shall not prevent any use or improvement of garages unless such use or improvement is reasonably determined by the Board of Directors to create objectionable noises or odors, to damage or endanger the structure of the garages or the buildings of which they are a part, or to create or constitute a hazardous condition. Any Owner desiring to make an improvement in the garage portion of such Owner's Unit shall, prior to commencing construction thereof, submit plans for such improvement to the Board of Directors and secure the consent of the Board of Directors to such improvement, which consent shall not be withheld unless the Board of Directors reasonably determines that the proposed improvement will create or constitute a hazardous condition or will damage or endanger the structure of the garage or the building of which it is a part. No Owner shall alter the external appearance of the garages. The Board of Directors shall have the right, in its discretion, to require a bond or other security for the completion of the proposed improvements and the payment of all costs thereof. All damage done to a garage in connection with the construction of any such improvement shall be repaired at the cost of the Owner constructing such improvement. All costs of constructing any such improvement shall be paid by the Owner constructing the same. In the event that any mechanic's lien is filed against the Condominium or any part thereof in connection with the construction of such improvement, the Owner constructing such improvement shall immediately cause the same to be discharged at such Owner's expense. If such Owner fails to do so, the Association may, but shall not be obligated to, immediately cause the same to be discharged of record and all amounts, costs and expenses paid or incurred by the Association in connection with effecting such discharge shall be immediately due from such Owner to the Association and shall be such Owner's personal liability, a lien on such Owner's Unit and collectible by the Association, all in the same manner as set forth herein with respect to Common Expense assessments. The Owners of each Unit shall be responsible for cleaning the garage portion of the Unit owned by them and for repairing and maintaining any improvements to the garage constructed by an Owner. The Association shall not be required to maintain any insurance with respect to any improvements to a garage constructed by an Owner. In the event that the Association incurs extraordinary expenses related to any garage on account of any use thereof or improvement thereto made by the Owner of the Unit to which such garage is a part, the Association may assess the amount of such extraordinary expense against the Unit which includes such garage. Owners shall be responsible for the maintenance and repair of the garage cement floor slabs, the interior of the individual garage, the garage door mechanical apparatus and any garage door openers.

Section 4. Use of the Condominium. The Condominium and each of the Units shall be used and occupied in accordance with the following provisions:

- A. Residential Use Only. Except as herein permitted for Declarant, 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, except: (i) an Owner or occupant residing in a Unit may keep and maintain his or her business or professional records in such Unit and handle matters relating thereto by telephone or correspondence therefrom, provided that such uses are incidental to the residential use of the Unit; and (ii) the Association may maintain offices on the Property for management and related purposes.
- B. Use for Sales Purposes. So long as Declarant owns any Unit, Declarant may maintain advertising signs on any part of the Common Elements and sales offices, management offices and model Units within any Unit or Units or in or on any part of the Common Elements and such sales offices, management offices and model Units may be relocated by Declarant from time to time.
- C. Rental of Units. With the exception of a lender in possession of the Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes, which shall be defined as (i) rental for any period less than 30 days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen and bell boy service. The Unit Owners of the respective Units shall not lease less than the entire Unit. Any lease arrangement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and Articles of Incorporation of the Association and to any Rules and Regulations established by the Board of Directors, shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure by the lessee to comply with the terms of such documents or rules shall be a default under the lease or rental agreement. All leases shall be required to be in writing and any Unit Owner leasing or renting a Unit shall, prior to the commencement of the lease or rental term, deliver to the Secretary of the Association a complete copy of the lease or rental agreement. Other than the foregoing, the Unit Owners of the respective Units shall have the absolute right to lease the same.
- D. Easements for Encroachments. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium, any portion of the Common Elements encroaches upon a Unit or Units or any portion of a Unit encroaches upon the Common Elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance thereof, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for the purposes of marketability of title. In the event the Real Estate is partially or totally destroyed, and then rebuilt, the Unit Owners shall permit minor encroachment of parts of the Common Elements, and of other Units, due to

reconstruction, and a valid easement for said encroachments and the maintenance thereof shall exist.

- E. Rules. Each Unit Owner, occupant, tenant or guest shall use the Units and the Common Elements only in compliance with the provisions of the Act, this Declaration, the Articles and the Bylaws of the Association, all as lawfully amended from time to time, and with all decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act.

- F. Prohibited Activities. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Real Estate, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others. No residents or visitors may park in areas not specifically designated for parking on the CIC Plat or in this Declaration.

- G. Unit Exterior. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the Units (except within the garages which are part of the Units), or which may be visible from the outside of the Units (other than draperies, curtains, or shades of a customary nature and appearance and in any event subject to the Rules and Regulations of the Board of Directors). No Owner shall paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, satellite receiver dish or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors in its discretion. No Owner of a Unit shall display, hang, store (except within the garage part of his Unit) or use any sign outside his Unit, or which may be visible from the outside of his Unit without the prior written permission of the Board of Directors. The foregoing notwithstanding, an Owner shall be permitted to display a sign of not more than three square feet in area advertising such Owner's Unit for sale or lease. Such sign shall be located in the yard area between such Owner's Unit and the road in front of such Unit.

- H. Pets. No animal of any type shall be kept in any Unit or in the Common Elements, unless and until the Board of Directors has enacted rules and regulations specifically permitting the keeping of such type of animal. The Board of Directors shall have complete discretion as to whether or not it will permit the keeping of animals of any particular type. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal in one or more, but not all, Units when special circumstances are present. An example of the special circumstances contemplated hereby is the need for a seeing eye dog. The Board of Directors shall also have complete

discretion as to the substance of any administrative rules and regulations enacted by it regarding the manner in which any permitted animal shall be kept, provided that the Board of Directors may not, in any case, permit the keeping of any animal for any commercial purpose. The Board of Directors shall have the right at any time, to change its rules and regulations relating to animals. Such right shall include the right to prohibit the keeping of any animal of a type permitted to be kept by previously enacted rules and regulations. Any animal permitted to be kept shall be kept in strict accordance with the administrative rules and regulations relating to such animals from time to time approved by the Board of Directors and in any event shall be kept in a manner so as not to constitute a nuisance to others.

- I. Trash. Trash, garbage and other waste shall be kept only in covered sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the rules and regulations promulgated by the Board of Directors.
- J. Storage of Personal Property. Except as provided in this Declaration or as permitted by the rules and regulations adopted from time to time by the Board of Directors in its sole discretion, no personal property of any kind whatsoever belonging to any Owner or to any tenant of such Owner or any guest or invitee of any Owner shall be stored, placed or kept, temporarily or permanently, in or on the Common Elements. Without limiting the generality of the foregoing, no motorized or non-motorized vehicles, boats, campers, cabs, trailers, recreational vehicles, snowmobiles, bicycles, tricycles, motorcycles or other types of recreational equipment, shall be stored on any Common Element except inside a garage. The foregoing notwithstanding an Owner, may: (i) keep personal property in the garage which is included as a part of such Owner's Unit; (ii) park operational automobiles on the driveway allocated to such Owner's Unit as a Limited Common Element; and (iii) keep normal and customary lawn and patio furniture and potted plants (but not play equipment) in the lawn, and patio or deck, if any, allocated to such Owner's Unit as a Limited Common Element.
- K. Machines. No Owner shall overload the electrical wiring in the Condominium or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.
- L. Rules and Regulations. The Board of Directors may, from time to time, promulgate rules and regulations regarding the use of the Units, the Limited Common Elements and the Common Elements, provided that such rules shall be reasonable in scope and shall tend to promote the use of the Real Estate for the purposes set forth herein.
- M. Gardens and Shrubs. Except as permitted by the Board of Directors in its sole discretion, and except as provided in Sub-section 4.J. above, no gardens, shrubs,

flowers or other plants shall be planted by any Owner on any Common Element or Limited Common Element.

- N. Visitor Parking. Except for the Unit garage and driveway Limited Common Elements, parking areas in the Common Elements are reserved for guests, invitees and visitors to the Condominium and shall not be used by Owners.
- O. Blocking of Driveways. Under no circumstances shall any Owner block access to any garage other than the garage which is part of such Owner's Unit.
- P. Utility Easement. Each Unit and the Limited Common Elements and Common Elements are subject to an easement in favor of the Association, its successors and assignees for the maintenance of any utility services to each Unit. All Units, Limited Common Elements and Common Elements are hereby subjected to easements for the installation and maintenance of utilities, including gas, telephone, electric, cable TV and satellite services.
- Q. No Parking Signs. No parking shall be permitted on private streets located within the Property in accordance with any "No Parking" signs posted by the Association or requested by the City of Chaska.
- R. Emergency Vehicles. Declarant hereby grants a perpetual, non-exclusive easement in favor of the City of Chaska, a municipal corporation under the laws of the State of Minnesota, on, over and across the Common Elements for the purpose of ingress and egress for police, fire, rescue and other emergency calls, animal control, health and prospective inspection and to provide to the Owners other public services deemed necessary by the City of Chaska and for the purposes set forth herein.
- S. Easement for Mailboxes. Declarant hereby grants a perpetual, non-exclusive easement over those areas of the Common Elements on which a mail box facility is located in favor of The Jonathan Association for purposes of reasonable access to the mailbox facility for maintenance and repair of the mailbox facility.
- T. Access Easement. The Association shall have an easement for access and entry upon reasonable advance notice into the through any Unit and garage portion of a Unit where such access or entry is necessary for the Association to perform its maintenance, repair and replacement obligations.

Section 5. Maintenance and Repair.

- A. Every Unit Owner shall perform promptly all maintenance and repair work required within his own Unit and all maintenance and repair work required within the garage portion of his Unit and made the Owner's responsibility under Section 3 of this

Declaration which, if not performed, would affect the Common Elements or another Unit or Units. Upon the failure of any Unit Owner to perform his responsibilities under this paragraph, the Association may, but shall not be obligated to, perform the same and such Unit Owner shall be liable to the Association for all expenses incurred by the Association in performing the same and the amount thereof shall be a personal obligation of the Owner, a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments. All incidental damage or liability caused to a Unit or Units or to the Common Elements by the failure of a Unit Owner to perform his obligations under this paragraph or caused in the course of performing such obligations shall be the responsibility of the Unit Owner.

- B. If maintenance, repairs or replacements to the Common Elements or to the Unit of another Unit Owner are necessitated by the negligence, willful act, misuse or neglect of a Unit Owner or of anyone for whose negligence, willful act, misuse or neglect such Unit Owner is responsible, the expense thereof shall be charged to such offending or responsible Unit Owner, and the amount thereof shall be a personal obligation of the Owner, a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments.
- C. The Association is responsible for maintenance, including reasonable snow removal, repair, and replacement of the Common Elements, if any, including any sidewalks, retaining walls, irrigation system, private roadways, trails, ponds, fences, monuments and landscaping features located on the Common Elements and including the Limited Common Elements but excluding any improvement to a garage space constructed by an Owner, the garage slab, garage door, mechanical apparatus and garage door openers, if any, and excluding the air conditioning equipment allocated as Limited Common Element and excluding any Limited Common Element which is not common to all Units. Except as provided in Subsections 5.B. and 5.C. above, any Common Expense associated with the maintenance, repair or replacement of a Common Element or Limited Common Element common to all Units shall be assessed against all the Units in accordance with the Common Expense liability allocated to each Unit hereunder and shall not be assessed solely against the Unit or Units to which such Limited Common Element is assigned.
- D. All incidental damage caused to any Unit or to any improvements constructed by an Owner in a garage pursuant to Section 3 of this Declaration as a result of any work done by the Association in accordance with its responsibilities as set forth herein or in the Act or as a result of any damage to, failure of or malfunction of anything to be maintained, repaired or replaced by the Association in accordance with the provisions hereof or in the Act, shall be the responsibility of the Association and the cost of repairing such incidental damage shall be a Common Expense.

Section 6. Required Insurance. Commencing not later than the time of the first conveyance of a Unit to a Unit Owner other than Declarant, and in addition to the requirements of the Act, the Association shall maintain, to the extent reasonably available, the following insurance:

- A. Fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard 'all risk' endorsement, if such is available). Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements included in the Real Estate subject to this Declaration (including all building service equipment and all of the Units and the fixtures originally installed therein by Declarant, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures originally installed therein by Declarant, but not including carpeting, floor coverings, drapes, wallcoverings, furniture, furnishings, or personal property belonging to the Unit Owners and not including improvements, fixtures and other property supplied or installed by Unit Owners). Such insurance shall cover the interest of the Association, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined annually by the Board of Directors;
- B. Worker's compensation insurance and insurance covering legal liability arising out of lawsuits related to employment contracts of the Association;
- C. Comprehensive public liability insurance in such amounts (but not less than \$1,000,000 for any one occurrence) and with such coverage as the Board of Directors shall from time to time determine, but at least covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements, and insuring each officer and member of the Board of Directors, the managing agent and each Unit Owner and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner and with a 'Severability of Interest Endorsement' which would preclude the insurer from denying the claim of a Unit Owner for the negligent act of another Owner, occupant or the Association;
- D. Director's and officer's liability insurance in such amounts as the Board of Directors shall, from time to time, reasonably determine; and
- E. Such other insurance as the Board of Directors may determine. If reasonably available, the policy or policies of fire and extended coverage shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild and an inflation guard endorsement.

The Board of Directors may from time to time designate an insurance trustee to receive proceeds.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners. Provision shall be made for issuance of certificates of physical damage insurance to mortgagees.

Each Unit Owner may maintain such insurance as he shall desire for his own benefit insuring his personal liability, and his carpeting, floor coverings, drapes, wallcovering, furniture, furnishings, personal property, and improvements, fixtures and other property supplied or installed by him or a previous Unit Owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

In addition to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Unit Owners to obtain and maintain in force any other coverages or endorsements which are required under the Act or which the Board of Directors deems necessary or desirable.

Insurance premiums for any blanket property insurance coverage and the other insurance coverage purchased by the Association shall be Common Expenses to be paid by assessments levied by the Association, and such assessments shall be held in an account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

Section 7. Rights of First Mortgagees. "First Mortgagee" shall mean any person owning a mortgage on any Unit, which mortgage is first in priority to any other mortgages that encumber such Unit, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of First Mortgagees. The following provisions shall take precedence over all other provisions of this Declaration, and in the event of any inconsistency or contradiction, the following provisions shall control:

- A. A First Mortgagee of a unit or its assigns, upon request, will be entitled to written notification from the Association of: (i) any default in the performance by the Unit Owner of any obligation under this Declaration or the Bylaws of the Association which is not cured within thirty (30) days; (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (iii) any proposed action which, pursuant to this Declaration or the Act, requires the consent of a specified percentage of the first mortgagees of the Units.
- B. In addition to statutory requirements for amendment of this Declaration and the Bylaws of the Association, unless at least sixty-seven percent (67%) (or such higher percentage as is required by law or this Declaration) of the First Mortgagees of the

Units or their assigns (based upon one vote for each first mortgage owned), and of the Unit Owners (other than any sponsor, developer, or builder including the Declarant) of the Units have given their prior written approval, the Association shall not be entitled to:

- i. By act or omission, seek to abandon, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer).
- ii. Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium.
- iii. Effect any decision by the Association to terminate professional management and assume self-management of the Condominium.
- iv. Partition or subdivide any Unit or the Common Elements.
- v. Add or amend any material provision of this Declaration or the Articles or Bylaws of the Association which establishes, provides for, governs or regulates any of the following:
 - a) Voting;
 - b) Assessments for Common Expenses, assessment liens or subordination of such liens;
 - c) Reserves for maintenance, repair and replacement of the Common Elements;
 - d) Insurance or Fidelity Bonds;
 - e) Rights to use of the Common Elements;
 - f) Responsibility for maintenance and repair of the several portions of the Condominium;
 - g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
 - h) Boundaries of any Unit;

- i) The interests in the Common Elements or Limited Common Elements;
- j) Convertability of Units into Common Elements or of Common Elements into Units;
- k) Leasing of Units;
- l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;
- m) Any provisions which are for the express benefit of the holders of first mortgages on the Units.

Any such addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Similarly, any addition or amendment to this Declaration, Articles or Bylaws of the Association which is made for the purpose of adding any one or more of the Additional Real Estate Parcels pursuant to Section 8 below shall not be considered material.

- C. Any First Mortgagee of a Unit in the Condominium or such holder's designee will, upon request, be entitled to: (i) inspect the books, records and financial statements of the Association and current copies of this Declaration, the Bylaws of the Association and the Rules and Regulations of the Association, as the same may, from time to time, be amended or promulgated, during normal business hours; and (ii) receive an annual reviewed financial statement of the Condominium within 90 days following the end of any fiscal year of the Condominium; and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
- D. Condominium assessments for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis, and shall, when practicable, be payable in regular installments rather than by special assessments.
- E. No provision of this Declaration or of the Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of First Mortgagees of Units, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Unit Owners of insurance proceeds or condemnation awards or settlements for losses to or a taking of Units and/or Common Elements. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the First Mortgagee on a Unit will be entitled to timely written notice of any such damage or destruction. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then

the First Mortgagee of a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition. Upon the request of the holder of a first mortgage on any Unit, the Association shall agree in writing to notify such holder, any entity servicing such mortgage, and/or any other entity having an interest in such mortgage whenever damage to the Unit covered by such mortgage exceeds \$1,000.00 and whenever damage to the Common Elements exceeds \$10,000.00.

- F. The right of a Unit Owner to sell, transfer, or otherwise convey the Owner's Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.
- G. If the First Mortgagee of record on a Unit or a purchaser at a mortgage foreclosure obtains title to, or comes into possession of, a Unit pursuant to the remedies provided in the mortgage or by foreclosure of the first mortgage or by deed or assignment in lieu thereof, such acquirer of title or possession, his successors and assigns, shall acquire such title or possession free of any claims, and shall not be liable, for the share of the unpaid Common Expenses or assessments chargeable to such Unit which accrued prior to the acquisition of title or possession to such Unit by such acquirer, except as provided in the Act. Such unpaid share of the Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Section 8. Special Declarant Right to Add to Condominium. Pursuant to Minn. Stat. Sec. 515B.2-106, Declarant shall have the option ("Option") without the consent or joinder of the Unit Owners, the Association, any holder of an interest as security for an obligation or any other person or entity, to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, any one or more of the parcels of land (hereinafter referred to as the "Additional Real Estate Parcels") described in Exhibit B attached hereto and located in the City of Chaska, County of Carver, State of Minnesota.

Such Option shall be subject to the terms and conditions hereinafter set forth:

- A. Duration of Option. The Option will expire on that date which is ten years after the date upon which this Declaration is recorded. There are no circumstances that will terminate the Option before the expiration of said ten-year period. However, the Declarant or anyone to whom Declarant has assigned said Option as hereinafter set forth, may terminate said Option as to any one or more of the Additional Real Estate Parcels above described by executing a writing to such effect and recording the same in the same manner as a deed of the Additional Real Estate Parcel or Additional Real Estate Parcels so affected.
- B. Timing. Each of the Additional Real Estate Parcels above described may be added at different times. The various Additional Real Estate Parcels may be added in any order.

- C. Maximum Number of Units. The maximum number of units that may be created within the Additional Real Estate Parcels is 200. All of such units will be restricted exclusively to residential use.
- D. Buildings. Any buildings and units that may be erected upon any Additional Real Estate Parcel which is added to Clover Ridge Village Condominium will be compatible with the buildings and units originally constituting a part of Clover Ridge Village Condominium in terms of architectural style, quality of construction, principal materials employed in construction, and size.
- E. Applicability of Restrictions. All restrictions in this Declaration affecting the use, occupancy, and alienation of units will apply to units created in any Additional Real Estate Parcel which is added to Clover Ridge Village Condominium.
- F. Improvements in Common Elements. It is presently contemplated that the Common Elements in any Additional Real Estate Parcel added to the Condominium will be substantially comparable to those originally constituting a part of Clover Ridge Village Condominium. Declarant reserves the right to construct such other, additional improvements as a part of the Common Elements of one or more of the Additional Real Estate Parcels as Declarant may hereafter determine, but in no event shall Declarant have any obligation to construct any improvements to the Common Elements of any of the Additional Real Estate Parcels.
- G. No Assurances. Nothing herein contained shall bind the Declarant to add any of the Additional Real Estate Parcels to the Condominium or to adhere to any particular plan of development or improvement for any portion of the Additional Real Estate Parcels not added to the Condominium. None of the assurances set forth in Subsections 8.C., 8.D., 8.E. or 8.F. above will apply to any Additional Real Estate Parcel which is not added to the Condominium.
- H. Exercise of Option. Declarant may exercise its option to add one or more of the Additional Real Estate Parcels by securing the execution and recording of one or more amendments to this Declaration in the manner specified in Section 515B.2-111 of the Act. Such Amendment shall allocate one vote in the Association to each Unit formed in the Additional Real Estate Parcel or Parcels being added and shall reallocate undivided interests in the Common Elements and the fractional interests of the Common Expenses of the Association among the Units equally. Contemporaneously with the filing of such Amendment, the Declarant shall record supplemental CIC plats in accordance with the provision of Section 515B.2-110(c) of the Act.

The Amendment as to any Additional Real Estate Parcel may not be recorded unless all structural components and mechanical systems serving more than one Unit of all buildings containing or comprising any Units thereby added to the Condominium are substantially completed. All installments of real estate taxes previously coming

due and payable with respect to any Additional Real Estate Parcel added to the Condominium and all special assessments levied against such Additional Real Estate Parcel shall be paid by Declarant prior to adding such Parcel to the Condominium.

- I. Assignment of Option. The Option described in this Section 8 may be assigned by Declarant insofar as it affects any Additional Real Estate Parcel herein described to the owner of any such Parcel, if other than the Declarant. Any such assignment shall be in writing, shall be recorded among the real estate records in the same manner as a conveyance of the Additional Real Estate Parcel and shall be subject to all of the terms and conditions of this Section 8.

- J. Reservation of Easements. Declarant hereby reserves the right, in the event that one or more of the Additional Real Estate Parcels are not added to the Condominium (whether due to lapse of time or termination pursuant to Sub-section 8.A. above) to create the following perpetual, non-exclusive easements appurtenant to the Additional Real Estate Parcel or Parcels which may not be added to the Condominium in, over, upon, and under portions of the Common Elements within the Condominium and within such Additional Real Estate Parcel or Parcels as have or may be added to the Condominium pursuant to this Section 8:
 - i. Non-exclusive easements for the following purposes:
 - a) to connect any improvements constructed on the Additional Real Estate Parcel or Parcels which are not added to the Condominium (hereinafter referred to as the "Excluded Parcels", whether one or more) to any natural gas, storm sewer, water, sanitary sewer, electrical, telephone or other utility line, pipe, wire or other facilities, including the right to connect any improvements constructed on the Excluded Parcels into, and the right to utilize, such utility lines, pipes, wires or other facilities which are or may be located within and/or which may serve the Condominium and/or any such Additional Real Estate Parcel or Parcels as have or may be added to the Condominium;
 - b) to obtain natural gas, water, electricity, telephone and other utility services from, and to discharge storm and sanitary waste into, all such lines, pipes, wires or other facilities;
 - c) to install, repair, maintain, operate and replace all such natural gas, storm sewer, water, sanitary sewer, electrical, telephone or other utility lines, pipes, wires, or other facilities; and
 - d) to do such other acts or things as are necessary in order to connect into and/or to utilize such utility facilities to serve any improvement constructed or to be constructed on the Excluded Parcels,

provided, however, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcels benefitted by the easements hereby reserved, shall be responsible for the restoration of any damage done or sustained in connection with the use of such easements.

- ii. Non-exclusive easements for the purposes of:
 - a) affording the Excluded Parcels and any improvements constructed or to be constructed thereon with access to and from a public road;
 - b) installing, repairing, maintaining, surfacing, resurfacing, grading, replacing and extending drives, lanes, streets, roads or any rights-of-way over which the easements hereby reserved are or may be located; and
 - c) to do such other acts or things as are necessary in order to afford any improvement constructed or to be constructed on the Excluded Parcels with access to a public road,

provided, however, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcels benefitted by the easements hereby reserved, shall be responsible for the restoration of any land, drives, streets, roads or rights-of-way which are disturbed in connection with the use of such easements, and provided further, however, that the location of the easements hereby reserved shall, to the extent practicable, be limited to the location of the private drives, lanes, streets, roads, and rights-of-way existing within the Common Elements at the time or times that the easements hereby reserved are created.

The easements herein reserved may be created in the event that, and from time to time as, one or more Excluded Parcels are created due to lapse of time or termination pursuant to Sub-section 8.A. As evidence of the creation of one or more of the easements reserved in this Sub-section 8.J., the then owner or owners of the Excluded Parcels for whose benefit the easement is created shall execute and cause to be filed for record a Declaration of Easements setting forth a description of the easements thereby created and a description of the Excluded Parcels so benefitted by the easements thereby created. No consent or joinder of the Association or any Unit Owner or any mortgagee or other holder of an interest in any Unit or Excluded Parcel as security for the performance of an obligation, nor any release therefrom, shall be required to effect or to evidence the creation of the easements hereby reserved. In addition, the owner of an Excluded Parcel or of a platted lot within an Excluded Parcel may at any time waive or terminate any easement hereby reserved or hereafter created for the benefit of such Owner's Excluded Parcel or platted lot within an Excluded Parcel, as the case may be, by the execution and recording of an instrument specifying such waiver or termination, and without the necessity of any consent or joinder by the Association, any Unit Owner, or any mortgagee or other holder of an interest in any Unit or Excluded Parcel or platted lot within an Excluded Parcel as security for the performance of an obligation, or any release

therefrom. In the event that easements reserved in this sub-section 8.J. are created, the Unit Owners and the owner or owners of the Excluded Parcels benefitted by such easements shall, so long as the easements reserved herein are in existence, share all expenses of maintaining, repairing and replacing the private drives, lanes, streets, roads, or rights-of-way, and the utility lines, pipes, wires and other facilities, which may be commonly used pursuant to the easements herein reserved in the following manner. A portion of any such costs and expenses equal to a fraction, the numerator of which is the number of Units in the Condominium and the denominator of which is the total number of Units in the Condominium and the total number of units, lots or other individual parcels within the Excluded Parcels benefitted by such easements, shall be paid by the unit owners of the Condominium. The balance of any such costs or expenses shall be paid by the owner or owners of the Excluded Parcels benefitted by such easements. Any portion of the costs and expenses to be paid by the Unit Owners of the Condominium shall be paid by the Association as a Common Expense. Notwithstanding the foregoing, if one or more Excluded Parcels benefitted by such easements are used for other than residential purposes, then such costs and expenses shall be apportioned to, and shared by the Unit Owners and the owner or owners of such Excluded Parcel of Parcels on any fair and equitable basis.

Section 9. Assessments.

- A. General Provisions. Section 515B.3-115 of the Act specifies how assessments are assessed and collected. Section 515B.3-116 of the Act specifies how the lien for assessments is created and enforced, and to which interests it is either superior or subordinate. The Association shall be entitled to recover its actual attorney fees incurred in the enforcement and foreclosure of a lien notwithstanding the provisions of Minn. Stat. Sec. 582.01.
- B. Special Assessments. In addition to the annual general assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of at least sixty-seven percent (67%) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.
- C. Date of Commencement of Assessments. The general annual assessment provided for herein shall commence as to all Units on the first day of the month following the conveyance by the Declarant of a Unit. Notwithstanding the foregoing to the contrary, any Unit owned by Declarant shall be assessed pursuant to the alternative assessment program.

The first general annual assessment shall be \$145.00 per month and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such assessments against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to

every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

- D. Alternative Assessment Program. The Declarant hereby establishes an alternative assessment program of the type described in Section 515B.3-115(b) of the Act. Specifically, the Declarant covenants to pay 25% of assessments, other than assessments for replacement reserves, and 100% of assessments for replacement reserves levied against any Unit owned by the Declarant. This Alternative Assessment Program expires as to each unit owned by Declarant when a certificate of occupancy is filed with regard to the Unit.

This Alternative Assessment Program will have no effect on Declarant's obligations to fund the reserves disclosed in the Association's budget included in the disclosure statement or otherwise approved by the Association.

Section 10. Special Declarant Rights. Declarant hereby reserves the following rights, (referred to in the Act as Special Declarant Rights), for its benefit:

- A. the right to complete improvements indicated on the CIC Plat;
- B. the right to create units by this Declaration;
- C. the right to maintain sales offices, management offices, signs advertising the common interest community, and models on the Real Estate.
- D. the right to use easements through the common elements for the purpose of making improvements within the CIC;
- E. the right to appoint or remove any officer or director of the Association during the period of Declarant control, which shall expire on the earliest of the following events:
 - i. surrender of the right of control by the Declarant;
 - ii. 60 days after the conveyance of 75% of the Units to owners other than Declarant; or
 - iii. five years from the first conveyance of a unit to an owner other than Declarant.

Section 11. Statutory Requirements. In accordance with the requirements of Section 515B.2-105 of the Act, the Declarant hereby states the following:

- A. The number of the Common Interest Community created hereby is the number set forth on the first page of this Declaration.
- B. The name of the Association is Clover Ridge Village Condominium Association. The Association has been incorporated pursuant to the provisions of Minnesota Statutes Chapter 317A.
- C. The common interest community created hereby is a condominium. It is not subject to a master association.
- D. The legal description of the Property included within the common interest community created hereby (including all appurtenant easements) is set forth in the preamble to this Declaration.
- E. The description of the boundaries of each Unit created by this Declaration, including the unit identifier for each Unit, is set forth on the CIC Plat, which plat has been filed for recording with the office of the Carver County Recorder and is hereby incorporated herein by reference.
- F. The allocated interests are assigned equally to each Unit, subject to the provisions of this Declaration. Each Unit shall have one vote in the affairs of the Association. Except as provided in Sub-section 9.D. (relating to the Alternative Assessment Program), and Sub-sections 2.A. through 2.H., each Unit shall share the Common Expenses equally.
- G. The common interest community created hereby shall consist initially of four (4) Units, all of which shall be restricted to residential use.
- H. No additional units may be created by the subdivision or conversion of Units.
- I. The use restrictions to which the Units are subject are located in Sections 3 and 4. The sale price of certain Lots is restricted pursuant to the requirements of the City of Chaska. The amount to be received upon the termination, condemnation or casualty loss of the common interest community are set forth in Sub-section 13.A, Sub-section 13.D., and Section 6.
- J. Time shares are not permitted.
- K. Matters relating to Special Declarant Rights are contained in Sections 8 and 10 hereof. Matters relating to the use of the Common Elements are contained in Sections 3 and 4 hereof. Matters relating to the care and maintenance of the Common Elements are contained in Section 5 hereof. Matters relating to assessments for Common Expenses are contained in Section 9 hereof. Matters relating to Limited Common Elements are contained in Section 3 hereof.

- L. There are no appurtenant easements relating to the Condominium.

Section 12. The Jonathan Association. The Owners within the Association along with other landowners within the Jonathan development, are members of The Jonathan Association.

A. Residential Leases. If any Units within the Association are used as rental property, the Owners of such Units must include language in any lease or rental agreement requiring the tenants and occupants to be bound by the Clover Ridge Village Declaration of Development Standards, Covenants, Conditions and Restrictions (pertaining to The Jonathan Association).

Section 13. Miscellaneous

A. Termination. Except in the case of a taking of all of the Units by eminent domain, this Condominium may be terminated only by the written agreement of all Unit Owners and of all first mortgagees of Units, and may not be abandoned, nor may such termination or abandonment be sought by act or omission, without such unanimous consent.

B. Right of Association to Hold Unit. Subject to the provisions of the Bylaws, the Board of Directors, acting on behalf of the Association, shall have the power to acquire, hold, lease, mortgage and convey a Unit, including the power to purchase a Unit at the foreclosure sale for unpaid assessments.

C. Remedies of Association. In the event of the failure of any Unit Owner to comply with the provisions of this Declaration, the Articles or Bylaws of the Association, or the decisions, regulations or rules of the Association, the Association or any aggrieved Unit Owner may in addition to any other right or remedy available to the Association or such aggrieved Unit Owner, bring an action for the recovery of damages, injunctive relief or both. Suit to recover a money judgment for unpaid Common Expenses or for other amounts owing the Association may be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any such suit or action, the prevailing party shall be entitled to recover from the losing party, an amount equal to all costs, including attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or action.

D. Condemnation. Subject to the provisions of the Act, the Association shall have control over any condemnation proceedings, negotiations, settlements and agreements with the condemning authority relating to the acquisition by the condemning authority of the Common Elements or any part thereof. The Association shall represent all unit owners with respect to any condemnation involving all or any part of the condominium, including condemnation proceedings, and any negotiations, settlements or agreements as part of the condemnation or in lieu of the condemnation, and all proceeds shall be payable in the first instance to the

Association or an insurance trustee, for the benefit of the owners and mortgage holders.

- E. Supplemental to Law. The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law. This Condominium is not subject to an ordinance provided for in Section 515B.1-106 of the Act.
- F. Definition of Terms. As used in this Declaration or in the Bylaws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate and each reference to a male pronoun shall include the female and neutral; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several.
- i. The "Association" shall mean Clover Ridge Village Condominium Association, a Minnesota non-profit corporation.
 - ii. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Real Estate, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Unit is being sold by the fee owner to a contract buyer who is entitled to possession of the Unit, the contract buyer shall be considered to be the owner of the Unit if:
 - a) the rights of the contract seller hereunder are delegated to the buyer under such contract for deed; and
 - b) the buyer shall furnish proof of such delegation to the Association.
 - iii. "Declaration" shall mean and refer to this Declaration of Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium.
 - iv. "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association recorded in the Office of the Secretary of State of the State of Minnesota.
 - v. "Bylaws" shall mean and refer to the Bylaws of the Association.
- G. Administration. The Owners of Units in the Condominium covenant and agree that the administration of the Condominium shall be in accordance with the provisions of the Act, this Declaration, and the Bylaws of the Association. In the event of any conflict among the provisions of the Act, this Declaration, the Bylaws of the Association or any Rules and Regulations adopted by the Association, the documents shall control in the following order of priority:

- i. the Act;
- ii. this Declaration;
- iii. the Bylaws; and
- iv. the Rules and Regulations.

H. (Intentionally Omitted)

I. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

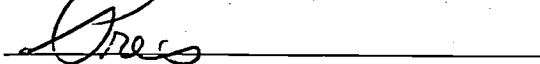
J. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

K. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall be perpetual. This Declaration may be amended by an instrument signed by the Owners representing Units to which not less than sixty-seven percent (67%) of the total votes have been allocated. Any amendment must be recorded.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the date and year first above written.

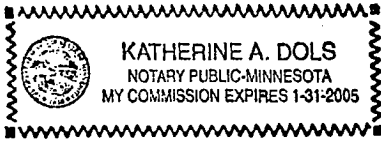
THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 

Its: 

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 19th day of February, 2002, before me, a Notary Public within and for said County, personally appeared David H. Rotter, the President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.



Katherine A. Dols

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (TJA)

**EXHIBIT A TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 53
CLOVER RIDGE VILLAGE CONDOMINIUM**

<u>Unit Number</u>	<u>Fractional Interest</u>
25	1/4
26	1/4
27	1/4
28	1/4
<hr/>	
Total 4	1

**EXHIBIT B TO DECLARATION
COMMON INTEREST COMMUNITY NUMBER 53
CLOVER RIDGE VILLAGE CONDOMINIUM**

Additional Real Estate Parcels

Lot 10 through and including Lot 15, Block 4;
Outlots G and K;
Clover Ridge Village
Carver County, Minnesota

DOCUMENT COVER PAGE

(Reserved for County Recorder)

Document No.

A304948




OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Filing Fee: \$ 32.00 Check#: 36547

Certified filed and recorded on 01-09-2002 at 02:30 AM PM

01-09-02




Carl W. Hanson, Jr.
County Recorder

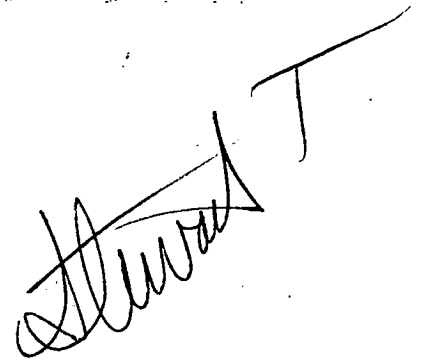
DOCUMENT TITLE:

Declaration Carl W.

DOCUMENT DATE:

01-09-2002

NAMES:



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10.00
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**CLOVER RIDGE VILLAGE
DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

Stewart Sidel Rottlund

WHEREAS, The Rottlund Company, Inc., a Minnesota corporation, is the fee owner of the land lying and being in the area known as "Jonathan" in the County of Carver and State of Minnesota, described on Exhibit A attached hereto (hereinafter the "Property").

WHEREAS, The Jonathan Association is a non-profit homeowner association within Jonathan; and

WHEREAS, The Rottlund Company, Inc. and The Jonathan Association, desire to impose certain development standards, covenants, conditions and restrictions on the Property; and

WHEREAS, the Property is encumbered by a mortgage;

NOW, THEREFORE, The Rottlund Company, Inc. and The Jonathan Association do hereby declare that the Property shall be held, sold and conveyed subject to the following easements, development standards, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

Section 1.01. "Association" shall mean and refer to The Jonathan Association, its successors and assigns.

Section 1.02. "Developer" shall mean and refer to The Rottlund Company, Inc.

Section 1.03. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Property or any portion thereof subject to the Declaration, but shall not mean or refer to the mortgagee of any such property unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within which the fee owner may redeem from such foreclosure has terminated. Where any such property is being sold to a contract vendee who is entitled to possession of the property, the contract vendee and not the vendor shall be considered the "Owner" of the property upon the furnishing of a copy of the executed Contract for Deed to the Association.

Section 1.04. "Property" shall mean all of the real property submitted to this Declaration as described on Exhibit A, including the Dwellings and all other structures and improvements located thereon.

Section 1.05. "Common Properties" shall mean all real property (including the improvements thereto) owned or to be owned by the Association for the common use and enjoyment of the Owners.

Section 1.06. "Lot" shall mean and refer to any plot of land or unit within a Common Interest Community upon which a Dwelling is located or intended to be located as shown upon any recorded subdivision map of the Property or CIC plat (Common Interest Community plat).

Section 1.07. "Declaration" shall mean and refer to this Declaration and other declarations that at any time or from time to time may effect all or any part of the Property as the same may be amended from time to time as therein and herein provided.

Section 1.08. "Members" shall mean and refer to the Owners herein and those persons entitled to membership in the Association as provided in the Declarations.

Section 1.09. "Standards" or "Criteria for Standards" is defined to include the following goals, limitations, guidelines and criteria:

- (a) to protect the Owners against improper use of surrounding property as will depreciate the value of their property;
- (b) to guard against the erection of structures built of improper or unsuitable materials;
- (c) to insure adequate and reasonable development of the Property;
- (d) to encourage the erection of attractive buildings appropriately located to foster a harmonious appearance and function;
- (e) to ensure compatibility with existing structures;
- (f) to ensure appropriateness of any structure, exterior design, construction materials, size of improvement, or color scheme thereof;
- (g) set backs and off-street parking as specified in this Declaration;
- (h) all terms and use restrictions contained herein; and
- (i) Minimum Building Standards set forth in Section 4.03 of this Declaration.

Section 1.10. "Declarant" shall mean The Rottlund Company, Inc. or its assigns.

Section 1.11. "Dwelling" shall mean a building or portion thereof, consisting of one or more floors designed and intended for occupancy for residential purposes and located within the boundaries of a Lot. The Dwelling includes any garage attached thereto or

otherwise included within the boundaries of the Lot or legal description in which the Dwelling is located.

Other terms shall have the meanings attributed to them herein.

ARTICLE II.

PERMITTED USES

Section 2.01. Residential Purpose. No Lot shall be used except for residential purposes. Garages shall have a maximum of three garage stalls.

Section 2.02. Division of Lot. After the Developer has completed its initial construction and development of the Property as approved by the City of Chaska, no Lot shall be subdivided or split by any means whatsoever into any greater number of Lots, nor into any parcel or parcels of smaller size without the express written consent of the Association.

Section 2.03. Enjoyment of Property. Any Owner may delegate, in accordance with the By-Laws of the Association his right of enjoyment to the Common Properties to the members of his family, or his tenants.

Section 2.04. Offensive Activities. No noxious or offensive activities shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or to the Association.

Section 2.05. Compliance. All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska or other governmental agencies. Said regulations shall govern if inconsistent herewith to the extent actually inconsistent.

If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said regulations.

Section 2.06. Signage. No sign shall be placed on the Property, except political campaign signs, or one normal rental or "for sale" sign.

Section 2.07. Animals. No birds, animals or insects shall be kept on the Property except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 2.08. Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on the Property at any time as a residence, either temporarily or permanently.

Section 2.09. Exterior Towers, Exterior Antennas and Exterior Satellite Dishes. Exterior towers, exterior antennas and/or exterior satellite dishes shall be allowed if in compliance with the Association's policy in place at the time the exterior tower, exterior antenna and/or exterior satellite dish is installed. The Association for any reason, including to remain in compliance with regulations promulgated by the Federal Communication Commission, may modify its exterior tower, exterior antenna, and/or exterior satellite dish policy by a two-thirds vote of the Board of Directors.

Section 2.10. Objectionable Trees. No cottonwood or box elder trees shall be planted or permitted to remain on the Property.

Section 2.11. Utility Meters. All utility meters shall be located and treated per plans as approved by the City of Chaska. After initial construction is completed, any future utility

meters or relocation of utility meters located on the exterior of a building, shall be concealed from view from off the Lot or architecturally treated to blend with a building.

Section 2.12. Receptacles. No trash or debris shall be left on any portion of the Property except in covered containers. No trash receptacles, or incinerators, or garbage cans shall be located outside of a building unless completely screened from view.

Section 2.13. Utilities. All buildings shall be served by underground utility distribution facilities. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities.

Section 2.14. Parking. While the Developer owns any Lot within the Property no trailers, boats, buses, motor homes, campers, snowmobiles, or other types of recreational vehicles shall be parked on any Lot for more than forty-eight (48) consecutive hours unless such vehicle is parked within a garage located on such Lot. However, once the Developer no longer owns any Lot within the Property, and unless modified by written policy of the Association through a two-thirds (2/3) vote of the Association Board of Directors, the following storage and parking restrictions apply upon the Property:

- (a) The storage or parking of "Winter Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from November 1 through March 31.
- (b) The storage or parking of "Summer Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from April 1 through November 1.
- (c) The storage or parking of "All Season" vehicles is only allowed upon the driveway of the Lot and is allowed all year.

For purposes of this section, the following definitions apply:

- (a) "Winter Season" vehicles are defined as snowmobiles and any trailer upon which they are stored or transported.

- (b) "Summer Season" vehicles are defined as all boats (motorized or non-motorized including sailboats, pontoon boats and houseboats), canoes, rafts, surfboards, windsurfers, jet skis, go carts, campers, trailer homes, and any trailers upon which the above are stored or transported.
- (c) "All Season" vehicles are defined as vans less than twenty (20) feet in length.

In addition, no abandoned vehicles shall be parked on any Lot or appurtenant street for a period longer than three (3) consecutive days. For purpose of this restriction, an automobile, van, motorcycle or other motor vehicle which is parked in the same location without use for more than seventy-two (72) consecutive hours shall be presumed to be an abandoned vehicle. No vehicles twenty (20) feet or more in length shall be parked on any lot or appurtenant street at any time.

Section 2.15. Home Industry. No profession or home industry shall be conducted in or on any Lot without the specific written approval of the Association, which, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Association to be compatible with a high quality residential neighborhood.

ARTICLE III.

REQUIRED YARDS AND LOT MAINTENANCE

Section 3.01. Outside Storage. Outside storage of any items shall not be allowed unless screened from view by enclosures so as to effectively screen such storage from

view. The design of such screened enclosure must have prior written approval by the Association.

Section 3.02. Fences, Animal Enclosures and Storage Structures. No animal enclosure or storage structure shall be erected on the Property while the Developer owns any Lot within the Property. Once the Developer no longer owns any Lot within the Property no animal enclosure or storage structure shall be erected on the Property without prior written approval of the Association. Such approval or the refusal to grant approval for an animal enclosure or storage structure shall be based upon the written policy of the Association in existence at the time of the written application for such approval.

Fences/wingwalls/screening are allowed during and subsequent to the time when the Developer owns any lot within the Property if erected in compliance with the Association written policy. Such approval or the refusal to grant approval for a fence/wingwalls/screening shall be based upon the written policy of the Association in existence at the time of the written application for such approval.

The Association may modify its fence/wingwalls/screening, animal enclosure and storage structure policies by a two-thirds vote of the Board of Directors.

Section 3.03. Maintenance.

- (a) Maintenance of the Lot. The Lot and improvements thereon shall be maintained in a state of good order and repair by the Owner thereof or the association to which Owner belongs. In the event any Owner of a Lot, entitled and required to belong to the Association or the association to which Owner belongs, shall fail to maintain the Lot and improvements, the Board of Directors of the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The

cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

- (b) Maintenance of the Common Properties. The Association shall provide for all maintenance and repair of the Common Properties.

ARTICLE IV.

PLAN APPROVAL

Section 4.01. Subject to Section 3.02, the Developer shall construct the Dwellings in a manner consistent with the plans approved by the City of Chaska, including proposed paint colors and exterior materials.

Once the initial Certificate of Occupancy is issued by the City of Chaska, Minnesota for the initial Dwelling, no future building or improvements, including changes in exterior color and/or exterior materials, shall be commenced, erected, placed or substantially altered on the exterior nor any substantial landscape work done on any Lot until the building or other alteration plans, specifications, including elevations and architect's rendering, a plat showing the location of the approval on the particular Lot, including general landscape plans; are submitted to and approved in writing by the Association as to fulfilling the purposes and Criteria for Standards herein contained. Provided, however, that the Association shall not be liable to anyone in damages who has submitted plans for approval or to any landowner by reason of mistake in judgment, negligence, or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plans. Likewise anyone so submitting plans to the Association, for approval, by submitting such plans, and any person when he becomes an Owner agrees that he or it will not bring any action or suit to recover for any such damages

against the Association. The Association shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure to meet (i) the Criteria for Standards, (ii) the standards contained herein, (iii) standards as to plans required to be submitted, (iv) standards as to compatibility with existing structures, and (v) standards of appropriateness of any structure, exterior design, construction materials, size of improvements, or color scheme thereof, shall be grounds for the Association's reasonable disapproval of any such plans. Failure of the Association to send written notice of disapproval of any plans within sixty (60) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon approval of plans by the Association, be carried on with dispatch and completed within one (1) year from initiation. Upon completion thereof, the Lot shall be promptly landscaped.

Section 4.02. All improvements shall be constructed in conformity with this Declaration, the then existing building codes and other applicable codes, ordinances and regulations of the City of Chaska.

Section 4.03. Minimum Building Standards.

- (a) Structures erected or placed on any Lot must be in harmony with the residence in respect to workmanship, materials and external design.
- (b) No structure shall be erected or placed nearer to the front lot line, or nearer to a side street line, or nearer to the rear lot line than permitted by the City of Chaska as of the date hereof, and the side yards shall be not less than five (5) feet on garage side and five (5) feet on the house side. For the purpose of this restriction, eaves, steps and open porches shall not be considered a part of a Dwelling; provided, however, that this shall not be construed to permit any portion of the Dwelling on any Lot to encroach upon other residential Lots.

- (c) The entire Lot area between rear lot line and the public street shall be seeded or sodded within sixty (60) days of occupancy, or in the event of inclement weather, as soon thereafter as reasonably possible.

Section 4.04. Prohibition of Manufactured Homes. "Manufactured homes" as defined in Minnesota Statutes 327.31 are prohibited on the Property.

ARTICLE V.

MEMBERSHIP AND VARIOUS RIGHTS IN THE ASSOCIATION

Section 5.01. Each Owner shall be a member of the Association and shall be entitled to one vote for each Lot owned, and Owners of multiple Dwellings (property with more than one Dwelling thereon) shall be entitled to one vote for each rental unit except as set forth below. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot. Said Association shall also have as members other landowners, in the Jonathan Development. For the purpose hereof, an owner of a single townhouse unit or condominium unit shall be considered to be a single family residential Lot Owner entitled to one vote for each unit. On any vote taken on Association business the total votes by Owners of Multiple Dwellings shall not exceed forty-nine percent (49%) of the total votes voted and if necessary each Multiple Dwelling vote shall be appropriately weighted so that the total thereof does not exceed this maximum. On all votes taken in the Association, Multiple Dwelling votes shall be taken and counted separately to effectuate the forty-nine percent (49%) policy set forth above.

Section 5.02. If any of the Property is used as rental property, the Owner must include language in any lease or rental agreement requiring the tenants and occupants to be bound by this Declaration.

ARTICLE VI.

COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

If any structure or improvement is begun after approval of the plans therefor as provided in Article IV hereof and is not completed in accordance with the approved plans within one (1) year after the commencement of said construction the Association, at its sole option, may take such steps as may be necessary in its sole discretion to improve the appearance so as to make the Lot harmonious with other Lots and the amount of any expenditure made in so doing shall be the personal, joint and several obligation of the Owner or Owners of the Lot involved, as the case may be, and shall be a lien on the Property and enforceable as set forth in Article VIII.

ARTICLE VII.

COMMON PROPERTIES

Every Owner and tenants of the Owner occupying a Dwelling shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Properties.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessments on the Owner's Lot remain unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and

regulations. The Association is hereby given the right to establish uniform rules and regulations for the Common Properties.

- (c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless assented to by two-thirds (2/3) of the members who are voting in person or by proxy at a meeting or meetings duly called for this purpose. Notice of such meeting or meetings shall be given and the required quorum shall be determined in the same manner as provided in Section 8.05. The rights of the Association contained in this paragraph (c) shall be in addition to and shall in no way limit the rights granted to the Association in this Article VII.
- (d) The Association shall have the right to lease portions of the Common Properties to commercial recreational developers for the purpose of providing recreational facilities or services or both to members provided that the net income from any said lease shall be applied to developing and maintaining the Common Properties in the Jonathan Development.

ARTICLE VIII.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner, for each Lot owned within the Properties, hereby covenants, whether or not it shall be expressed in his or her deed, or contract for deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment

fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding anything contained herein to the contrary, the Developer shall not have any liability to the Association or to any other party for any annual assessments or charges and/or special assessments for capital improvements, it being specifically understood that the annual and special assessments shall not be imposed against any Lot until a Dwelling has been constructed thereon, a certificate of occupancy issued therefor, and such Lot and Dwelling have been sold and conveyed by the Developer to the Owner.

Section 8.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Properties.

Section 8.03. Maximum Annual Assessments. The maximum annual assessment for 2001 shall be \$193.00 per Lot or per rental unit in a Multiple Dwelling.

- (a) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 8.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or

in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8.05. Notice and Quorum for any Action Authorized under Sections 8.03 and 8.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 8.03 or 8.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and rental units and may be collected on a monthly, quarterly, semi-annually or on an annual basis as shall be determined by the Board of Directors of the Association.

Section 8.07. Date of Commencement of Annual Assessments; Due Dates. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment

against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8.08. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. Such assessment, together with interest thereon at eight percent (8%) per annum, plus all costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 8.09. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX.

ENFORCEMENT

Section 9.01. The Standards set forth herein shall be enforceable by the Association, or any Owner, their successors and assigns, for the maximum period allowed by law and shall be enforceable by the Association, or any Owner, their successors and assigns, by (i) injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of these standards, or by (ii) a money judgment for damages by reason of a breach of those standards, (iii) both (i) and (ii), or (iv) foreclosure of any lien authorized herein.

The assessments provided for herein shall be enforceable by the Association by a money judgment against the Owner or Owners responsible therefor or by foreclosure of the lien. A lien for assessments may be foreclosed against a Lot under the laws of this state as if it were a lien under 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 Lot so acquired. The Owner, by the acceptance of any conveyance of any interest in the Lot grants to the Association full authority, including without limitation a power of sale, to accomplish such foreclosure, acquisition and sale, together with the power and right to exercise any other remedy available under the laws of this state governing such foreclosures. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against an Owner who fails to pay any assessment or charge against his Lot. In any action brought by the Association against an Owner in violation of the covenants, including, but not limited to the

recovery of delinquent assessments, the Association shall further be entitled to recover all costs of the action, including without limitation interest on the delinquent amount at the rate of eight percent (8%) per annum and reasonable attorneys' fees.

Section 9.02. The failure of the Association and any Owner, their successors or assigns, to enforce any provisions of the Standards contained herein upon the violation thereof shall in no event be deemed to be a waiver of the rights to do so as to any subsequent violation.

Section 9.03. Invalidation of any of the provisions of these covenants and Standards, whether by court order or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 9.04. Any party to a proceeding who succeeds in enforcing a Standard or lien or enjoining the violation of a Standard against an Owner may be awarded a reasonable attorneys' fee against such Owner and shall be entitled to interest at the rate of eight percent (8%) per annum on any monetary amount awarded from the date such amounts shall be determined to have been payable.

Section 9.05. No violation of any of these standards shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any property subject hereto; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these standards as fully as any other Owner of any Lot subject hereto.

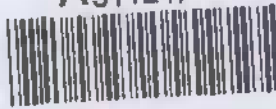
Section 9.06. The Association by a two-thirds (2/3) vote of the Association Board of Directors may grant variances from the strict application of the provisions of the

EXHIBIT "A"

All lots and outlots within the plat known as Clover Ridge
Village, Carver County, Minnesota,

Document No.

A311247

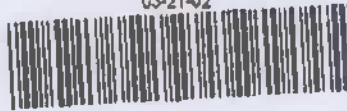


OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Filing Fee: \$ 21.00 Check#: 10643

Certified filed and recorded on 03-21-2002 at 04:00 AM PM

03-21-02



Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

FIRST AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION, made on this 21st day of March, 2002, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village Condominium (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 15, Block 4,
Clover Ridge Village,
Carver County, Minnesota

(the "Added Lot"); and

NOW, THEREFORE, in order to add the Added Lot to the Condominium, Declarant hereby declares that the Added Lot, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lot and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lot, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lot which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 15, Block 4,
Clover Ridge Village,
Carver County, Minnesota

2. Condominium Units. There are four (4) separate Units located in one building within the Added Lot as shown on the First Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which First Supplemental CIC Plat is a part hereof (hereinafter referred to as the "First Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the four (4) Units hereby created and added to the Declaration are set forth in the First Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the four (4) Units hereby created is hereby allocated one vote in the Association, bringing the total number of votes in the Association to eight (8).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration and in this Amendment on such basis is 1/8 expressed as a fractional basis.


4. Common Elements. All portions of Added Lot other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lot, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (c) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the First Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

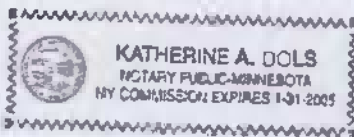
IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

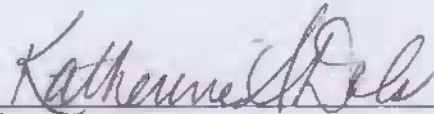
THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 21 day of March, 2002, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (TJA)

T44067_1

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

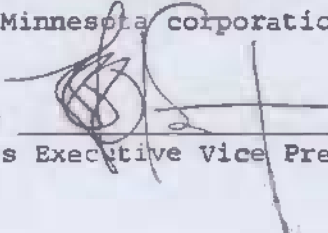
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 15, Block 4, Clover Ridge Village,
Carver County, Minnesota.

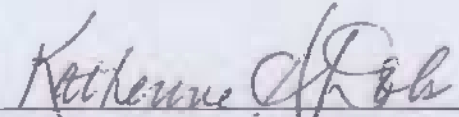
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.,
a Minnesota corporation

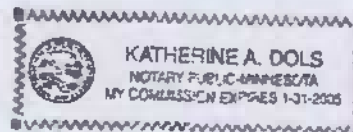
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 4th day of March, 2002, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.

A311247

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10643

Certified filed and recorded on 03-21-2002 at 04:00 AM PM



Jay

Carl W. Hansen, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

FIRST AMENDMENT TO DECLARATION

THIS AMENDMENT TO DECLARATION, made on this 21st day of March, 2002, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village Condominium (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 15, Block 4,
Clover Ridge Village,
Carver County, Minnesota

(the "Added Lot"); and

NOW, THEREFORE, in order to add the Added Lot to the Condominium, Declarant hereby declares that the Added Lot, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lot and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lot, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lot which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 15, Block 4,
Clover Ridge Village,
Carver County, Minnesota

2. Condominium Units. There are four (4) separate Units located in one building within the Added Lot as shown on the First Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which First Supplemental CIC Plat is a part hereof (hereinafter referred to as the "First Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the four (4) Units hereby created and added to the Declaration are set forth in the First Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the four (4) Units hereby created is hereby allocated one vote in the Association, bringing the total number of votes in the Association to eight (8).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration and in this Amendment on such basis is 1/8 expressed as a fractional basis.

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (TJA)

144067_1

CONSENT OF MORTGAGEE

Heritage Commons, LLC, a Minnesota limited liability company and mortgagee of the Real Estate described in the within instrument pursuant to a certain mortgage filed in the office of the Carver County Recorder's Office dated May 18, 2001, 2001, filed May 23, 2001, as Document No. A288052, Carver County, Minnesota, hereby joins in and consents to all of the terms, provisions, covenants, conditions, restrictions and easements contained in the First Amendment to Declaration of Clover Ridge Condominiums, a condominium, C.I.C. No. 53, and agrees that its interest in the Real Estate covered by and pursuant to said mortgage is subject to said First Amendment and to all the terms, provisions, covenants, conditions, restrictions and easements contained therein.

Dated: 2/22/02

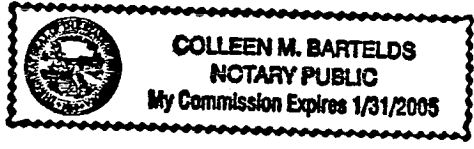
HERITAGE COMMONS, LLC, a Minnesota limited liability company

By: [Signature]

Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 22 day of February, 2002, by Luigi Bernardi the Chief Manager of Heritage Commons, LLC, a Minnesota limited liability company, on behalf of the company.

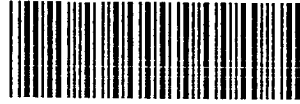


Colleen M Bartelds
Notary Public

Document No.

A319896

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10699

Certified filed and recorded on 07-11-2002 at 11:00 AM PM

07-11-02




Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT TO DECLARATION, made on this 10th day of July, 2002, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

Ret. # Rottlund Co

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lots 12 and 14, Block 4,
CLOVER RIDGE VILLAGE,
Carver County, Minnesota

(the "Added Lot"); and

NOW, THEREFORE, in order to add the Added Lot to the Condominium, Declarant hereby declares that the Added Lot, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lot and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lot, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lot which is
2. hereby added to the Declaration pursuant to the Act, is as follows:

Lots 12 and 14, Block 4,
CLOVER RIDGE VILLAGE,
Carver County, Minnesota

2. Condominium Units. There are eight (8) separate Units located in two (2) buildings within the Added Lot as shown on the Second Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Second Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Second Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the eight (8) Units hereby created and added to the Declaration are set forth in the Second Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the eight (8) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to sixteen (16).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration and in this Amendment on such basis is 1/16 expressed as a fractional basis.

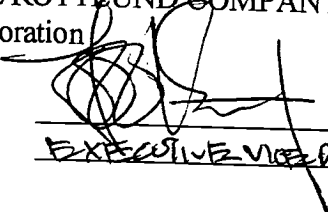
4. Common Elements. All portions of Added Lot other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lot, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Second Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

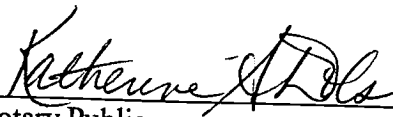
IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

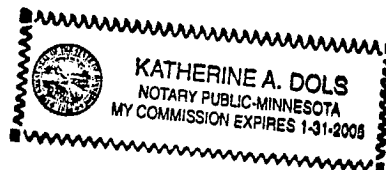
THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: TODD M. STUTZ
EXECUTIVE VICE PRESIDENT

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 10th day of July, 2002, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

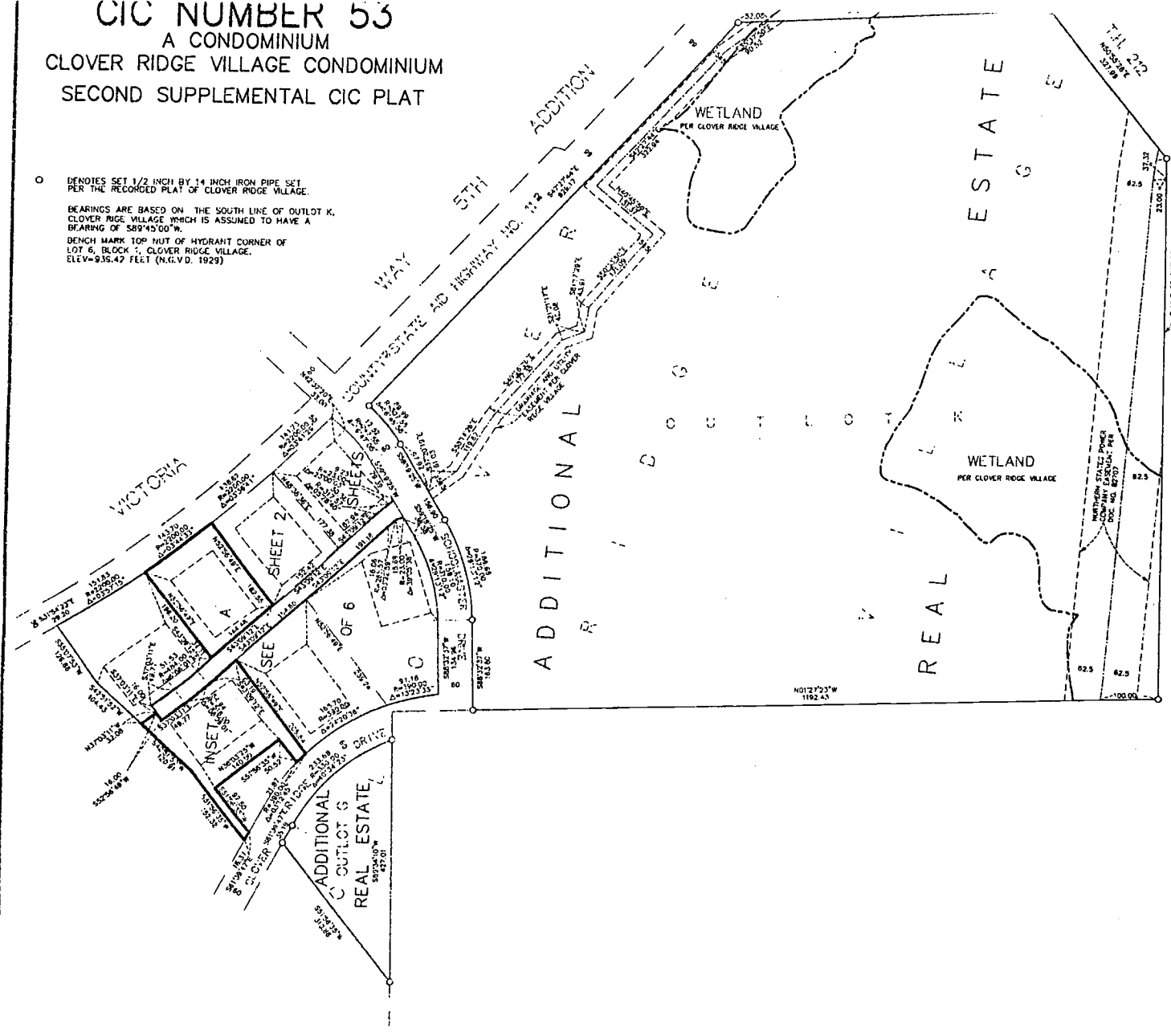
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (TJA)

150392_1

CIC NUMBER 53
A CONDOMINIUM
CLOVER RIDGE VILLAGE CONDOMINIUM
SECOND SUPPLEMENTAL CIC PLAT

C.R. D.C. NO.

○ DENOTES SET 1/2 INCH BY 1 1/4 INCH IRON PIPE SET PER THE RECORDED PLAT OF CLOVER RIDGE VILLAGE.
 BEARINGS ARE BASED ON THE SOUTH LINE OF OUTLOT K, CLOVER RIDGE VILLAGE WHICH IS ASSUMED TO HAVE A BEARING OF S89°45'00"W.
 BENCH MARK TOP NUT OF HYDRANT CORNER OF LOT 6, BLOCK 1, CLOVER RIDGE VILLAGE. ELEV=936.42 FEET (N.G.V.D. 1929)



I, John C. Larson, do hereby certify that the work was undertaken by or reviewed and approved by me for the SECOND SUPPLEMENTAL CIC PLAT of CIC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, located upon:
 Lots 12 and 16, Block 4, CLOVER RIDGE VILLAGE, according to the recorded plat thereof, Carver County, Minnesota.
 And the ADDITIONAL Real Estate as located upon the following described property designated as: Lots 10, 11, and 13, Block 4, Outlot G and Outlot K, said CLOVER RIDGE VILLAGE.
 Fully and accurately depicts all information required by Minnesota Statutes, Section 515 B. 2-110
 Dated the 1 day of JULY, 2002
 John C. Larson, Land Surveyor
 Minnesota License No. 19828

STATE OF MINNESOTA
 COUNTY OF DAKOTA

The foregoing instrument was acknowledged before me this 1 day of JULY, 2002 by John C. Larson, a Licensed Professional Land Surveyor.

WYATT JOHN LARSON
 MINNESOTA LICENSE NO. 19828
 History Public DAKOTA County, Minnesota
 My Commission Expires 12-31-06

I, Timothy N. Nelson, pursuant to Minnesota Statutes, Section 815 B. 2-101 (s), do hereby certify that all structural components and mechanical systems of all buildings containing or comprising any units hereby created, are substantially completed consistent with the SECOND SUPPLEMENTAL CIC PLAT of CIC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM.
 Dated this 10 day of JULY, 2002

Timothy N. Nelson
 Licensed Professional Architect
 Minnesota License No. 76867

STATE OF MINNESOTA
 COUNTY OF DAKOTA

The foregoing instrument was acknowledged before me this 10 day of JULY, 2002, by Timothy N. Nelson, a Licensed Professional Architect.

THOMAS A. ILLER
 MINNESOTA LICENSE NO. 12120
 History Public DAKOTA County, Minnesota
 My Commission Expires Jan 31, 2006

COUNTY SURVEYOR, Carver County, Minnesota
 Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved
 this 10 day of JULY, 2002

By: John E. Frommjer
 Carver County Surveyor

COUNTY AUDITOR, Carver County, Minnesota
 I hereby certify that there are no delinquent taxes for all years prior to 2002 for land described on this plat and transfer entered. Dated this 10 day of JULY, 2002

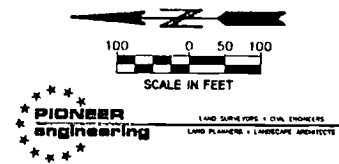
By: MARK LUNDQREN, County Auditor

COUNTY TREASURER, Carver County, Minnesota
 I hereby certify that the taxes payable for the year 2002 for land described on this plat as the SECOND SUPPLEMENTAL CIC PLAT of CIC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM have been paid on this 10 day of JULY, 2002

By: D. F. DANLIS, County Treasurer

COUNTY RECORDER, Carver County, Minnesota
 I hereby certify that the SECOND SUPPLEMENTAL CIC PLAT of CIC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM was filed this 10 day of JULY, 2002, of 11 o'clock AM, as Document No. 11111

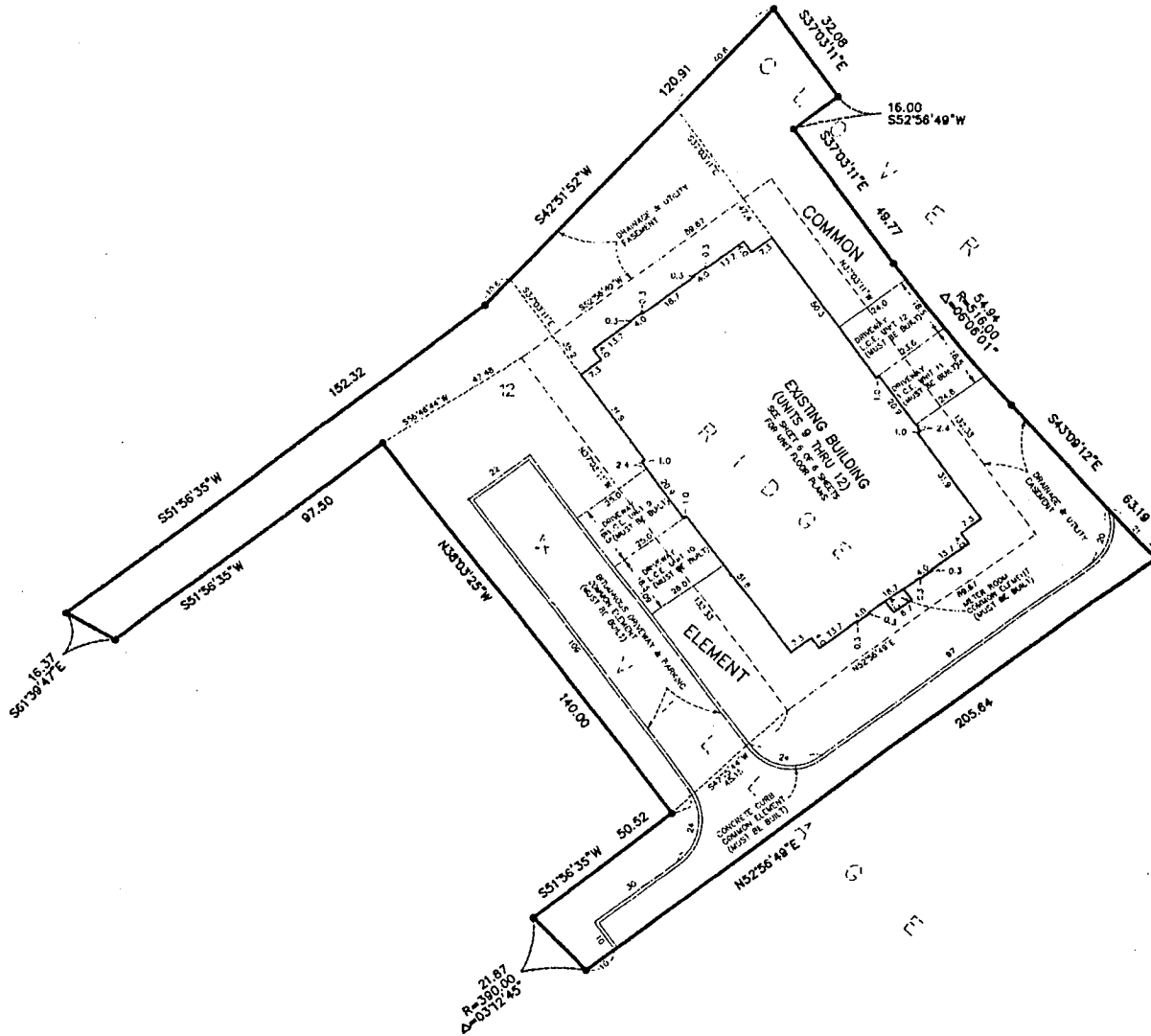
By: CARL W. HANSON JR., County Recorder



PIONEER
engineering
 LAND SURVEYORS & CIVIL ENGINEERS
 LAND PLANNERS & LANDSCAPE ARCHITECTS

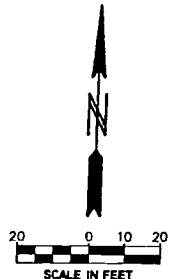
CIC NUMBER 53
A CONDOMINIUM
CLOVER RIDGE VILLAGE CONDOMINIUM
SECOND SUPPLEMENTAL CIC PLAT

SITE PLAN



- L.C.E. - LIMITED COMMON ELEMENT
 - DENOTES FOUND IRON MONUMENT.
 - DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE SET PER THE RECORDED PLAT OF CLOVER RIDGE VILLAGE.
- BEARINGS ARE BASED ON THE SOUTH LINE OF OUTLOT K, CLOVER RIDGE VILLAGE WHICH IS ASSUMED TO HAVE A BEARING OF S89°45'00\"/>

BENCH MARK: TOP HUT OF HYDRANT CORNER OF LOT 6, BLOCK 1, CLOVER RIDGE VILLAGE. ELEV=939.42 FEET (N.G.V.D. 1929)



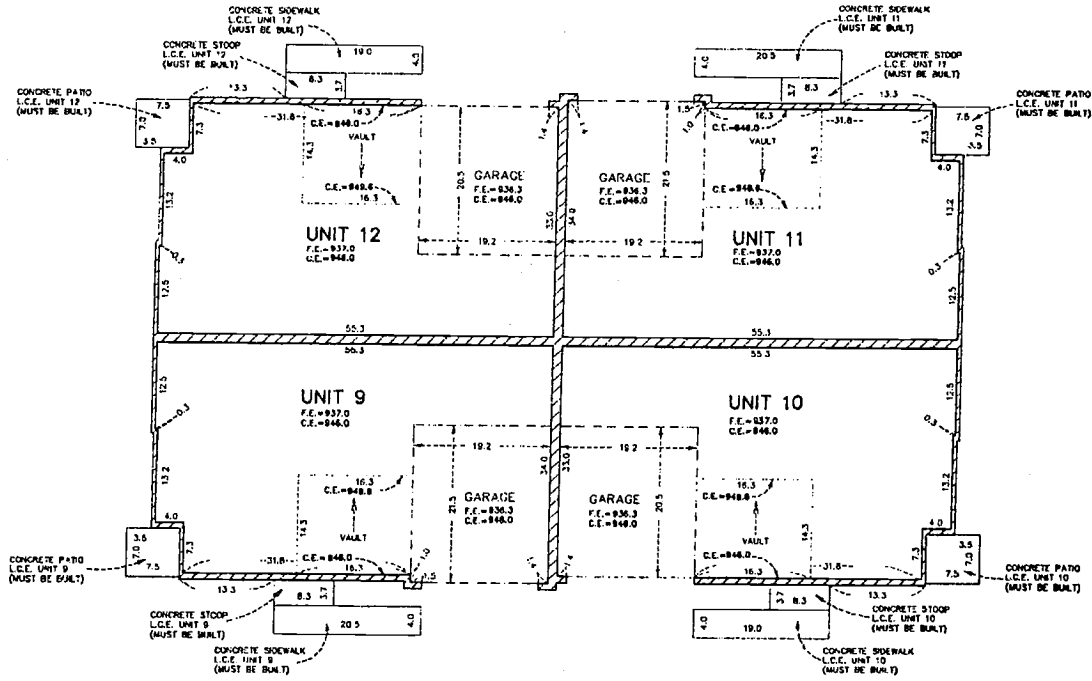
PIONEER
engineering

LAND SURVEYORS & CIVIL ENGINEERS
LAND PLANNERS & LANDSCAPE ARCHITECTS

CIC NUMBER 53
A CONDOMINIUM
CLOVER RIDGE VILLAGE CONDOMINIUM
SECOND SUPPLEMENTAL CIC PLAT

C.R. DOC. NO.

UNIT FLOOR PLAN



MAIN LEVEL
(AS-BUILT)

L.C.E. = LIMITED COMMON ELEMENT
F.E. = FLOOR ELEVATION
C.E. = CEILING ELEVATION
BENCH MARK TOP NUT OF HYDRANT CORNER OF
LOT 5, BLOCK 1, CLOVER RIDGE VILLAGE.
ELEV = 339.42 FEET (N.G.V.D. 1929)



10 0 5 10
SCALE IN FEET

PIONEER
engineering
LAND SURVEYORS & CIVIL ENGINEERS
LAND PLANNERS & LANDSCAPE ARCHITECTS

CONSENT OF MORTGAGEE

Heritage Commons, LLC, a Minnesota limited liability company and mortgagee of the Real Estate described in the within instrument pursuant to a certain mortgage filed in the office of the Carver County Recorder's Office dated May 18, 2001, 2001, filed May 23, 2001, as Document No. A288052, Carver County, Minnesota, hereby joins in and consents to all of the terms, provisions, covenants, conditions, restrictions and easements contained in the Second Amendment to Declaration of Clover Ridge Condominiums, a condominium, C.I.C. No. 53, and agrees that its interest in the Real Estate covered by and pursuant to said mortgage is subject to said Second Amendment and to all the terms, provisions, covenants, conditions, restrictions and easements contained therein.

Dated: 7/1/02

HERITAGE COMMONS, LLC, a Minnesota limited liability company

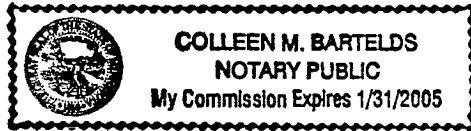
By: [Signature]

Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 15th day of July, 2002, by Luigi Bernardi the Chief Manager of Heritage Commons, LLC, a Minnesota limited liability company, on behalf of the company.

Colleen M Bartelds
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (TJA)

150392_1

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

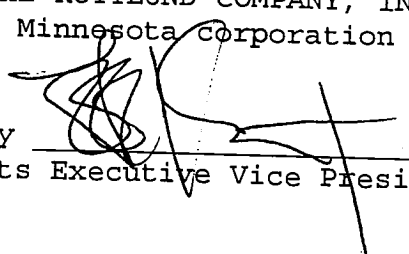
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lots 12 and 14, Block 4, CLOVER RIDGE VILLAGE,
Carver County, Minnesota.

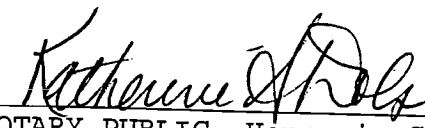
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

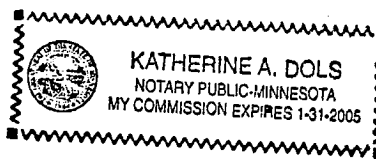
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of June, 2002, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.

A325146

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10722

Certified filed and recorded on 09-18-2002 at 10:00 AM PM
09-18-02



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

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

COPY

CLOVER RIDGE VILLAGE

THIRD AMENDMENT TO DECLARATION

THIS THIRD AMENDMENT TO DECLARATION, made on this 17th day of September, 2002, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcel referred to in the Declaration:

Lot 13, Block 4,
CLOVER RIDGE VILLAGE,
Carver County, Minnesota

(the "Added Lot"); and

NOW, THEREFORE, in order to add the Added Lot to the Condominium, Declarant hereby declares that the Added Lot, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lot and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lot, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lot which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 13, Block 4,
CLOVER RIDGE VILLAGE,
Carver County, Minnesota

2. Condominium Units. There are four (4) separate Units located in one (1) building within the Added Lot as shown on the Third Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Third Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Third Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the four (4) Units hereby created and added to the Declaration are set forth in the Third Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the four (4) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to twenty (20).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by

this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration and in this Amendment on such basis is 1/20 expressed as a fractional basis.

4. Common Elements. All portions of Added Lot other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Changes to Additional Real Estate. Outlot K, which is listed as Additional Real Estate on Exhibit B of the Declaration, has been replatted as shown on that certain plat known as CLOVER RIDGE VILLAGE 2nd ADDITION filed of record in the office of the County Recorder in and for Carver County, Minnesota ("Outlot K Lots"). Exhibit B to the Declaration is hereby amended by deleting the reference to Outlot K and substituting therefore the Outlot K Lots described on the attached Exhibit A. The following Outlot K Lots shall not be included as Additional Real Estate and are hereby released from the encumbrance of the Declaration:

Outlots B, C, and E, inclusive;
CLOVER RIDGE VILLAGE 2nd ADDITION,
Carver County, Minnesota

6. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lot, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Third Supplemental CIC Plat.

7. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

[Signature appears on next page]

EXHIBIT A

**Outlot K Lots to be Listed as
Additional Real Estate**

Lots 1 through and including 6, Block 4;
Lots 1 through and including 14, Block 5;
Lots 1 through and including 12, Block 6;
Lots 1 through and including 3, Block 7;
Outlots A and D, inclusive,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

CONSENT OF MORTGAGEE

Heritage Commons, LLC, a Minnesota limited liability company and mortgagee of the Real Estate described in the within instrument pursuant to a certain mortgage filed in the office of the Carver County Recorder's Office dated May 18, 2001, 2001, filed May 23, 2001, as Document No. A288052, Carver County, Minnesota, hereby joins in and consents to all of the terms, provisions, covenants, conditions, restrictions and easements contained in the Third Amendment to Declaration of Clover Ridge Condominiums, a Condominium, C.I.C. No. 53, and agrees that its interest in the Real Estate covered by and pursuant to said mortgage is subject to said Third Amendment and to all the terms, provisions, covenants, conditions, restrictions and easements contained therein.

Dated: 9/11/02

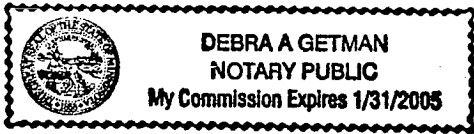
HERITAGE COMMONS, LLC, a Minnesota limited liability company

By: [Signature]

Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 11th day of September, 2002, by Luigi Bernardi the Chief Manager of Heritage Commons, LLC, a Minnesota limited liability company, on behalf of the company.



Debra A. Getman
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (KRR)

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

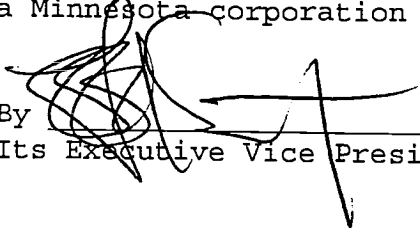
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 13, Block 4, CLOVER RIDGE VILLAGE,
Carver County, Minnesota.

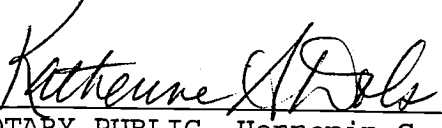
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

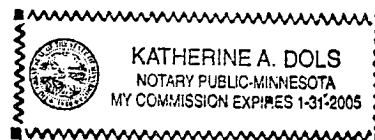
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of June, 2002, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.


A330997

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Filing Fee: \$ 21.00 Check#: 10795

Certified filed and recorded on 11-15-2002 at 10:30 AM PM
11-15-02




Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

COPY

CLOVER RIDGE VILLAGE

FOURTH AMENDMENT TO DECLARATION

THIS FOURTH AMENDMENT TO DECLARATION, made on this 14th day of November, 2002, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lots 10 and 11, Block 4,
CLOVER RIDGE VILLAGE,
Carver County, Minnesota

(the "Added Lot"); and

NOW, THEREFORE, in order to add the Added Lot to the Condominium, Declarant hereby declares that the Added Lot, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lot and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lot, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lot which is hereby added to the Declaration pursuant to the Act, is as follows:

Lots 10 and 11, Block 4,
CLOVER RIDGE VILLAGE,
Carver County, Minnesota

2. Condominium Units. There are eight (8) separate Units located in two (2) buildings within the Added Lot as shown on the Fourth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Fourth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Fourth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the eight (8) Units hereby created and added to the Declaration are set forth in the Fourth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration.

Each of the eight (8) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to twenty-eight (28).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, and in this Amendment on such basis is 1/28 expressed as a fractional basis.

4. Common Elements. All portions of Added Lot other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lot, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Third Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

[Signature appears on next page]

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lots 10 and 11, Block 4, CLOVER RIDGE VILLAGE,
Carver County, Minnesota.

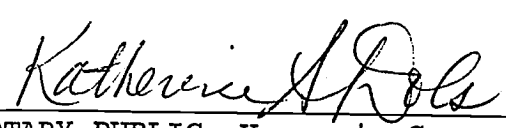
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

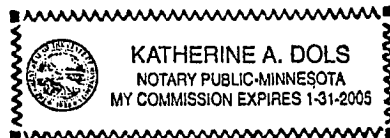
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 29th day of October, 2002, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Abstract Property
Carver County

CLOVER RIDGE VILLAGE CONDOMINIUM ASSOCIATION

DOCUMENT	SIGNATURE DATE	RECORDING DATE	DOCUMENT & units/bldgs
Declaration Lot 16, Block 4, CRV, Units 25-28 Phase 1	2/19/02 2/20/02	308719	4 (4) 1 (1)
First Amendment Lot 15, Block 4, CRV, Units 21-24 Phase 2	3/21/02	3/21/02	311247 4 (8) 1 (2)
Second Amendment Lots 12 & 14, Block 4, CRV Units 9-12 & 17-20 Phase 3	7/10/02	7/11/02	319896 8 (16) 2 (4)
Third Amendment Lot 13, Block 4, CRV Units 13-16 Phase 4	9/17/02	9/18/02	325146 4 (20) 1 (5)
Fourth Amendment Lots 10 & 11, CRV, Units 1-4 & 5-8 Phase 5	11/14/02	11/15/02	330997 8 (28) 2 (7)
Fifth Amendment Deletes Outlot G (sold to Town & Country Homes)	1/9/03	1/24/03	338520 0 (28)
Sixth Amendment Fifth Supplemental CIC plat Lot 1, Block 4, Lots 4 & 5, Block 6, and Outlot D, CRV 2 nd , Units 29-32, 164-169 & 196-200 Phase 6	3/13/03	3/14/03	343873 15 (43)
Seventh Amendment Sixth Supplemental CIC plat Lot 1, Block 5, 2 nd Addition, Units 57-60 Phase 7	5/12/03	5/13/03	350491 4 (47)
Eighth Amendment // Seventh Supplemental CIC plat Lot 2, Block 4, Lots 2 & 5, Block 5, 2 nd Addn. Units 33-36, 53-56 & 98-105 Phase 8	//	//	16 (63)
Ninth Amendment // Phase 9	//	//	

Document No.

A 338520

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 39620

Certified filed and recorded on 01-24-2003 at 10:00 AM PM

2003-01-24



Jay
Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

FIFTH AMENDMENT TO DECLARATION

STEWART TITLE-RK *0270008166*

THIS FIFTH AMENDMENT TO DECLARATION, made on this *9th* day of January, 2003, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, Declarant is conveying that certain Additional Real Estate Parcel described as Outlot G, CLOVER RIDGE VILLAGE, Carver County, Minnesota ("Outlot G") to Town & Country Homes, Inc., a Minnesota corporation; and

WHEREAS, Declarant intends by this Amendment to delete Outlot G from the definition of Additional Real Estate Parcels.

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

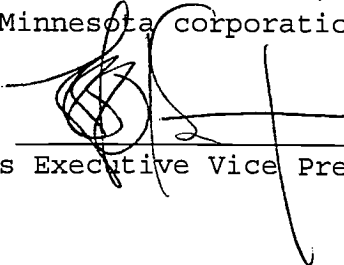
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 15, Block 4, Clover Ridge Village,
Carver County, Minnesota.

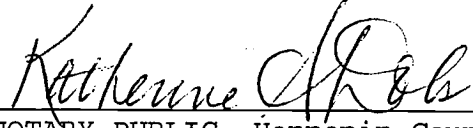
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

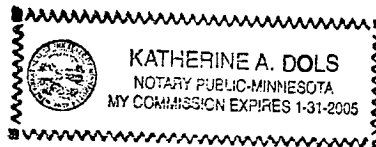
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 4th day of March, 2002, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



PLAT FILE NO.
C.R. DOC. NO.

PLAT FILE NO.
C.R. DOC. NO.

PLAT FILE
C.R. DOC. N

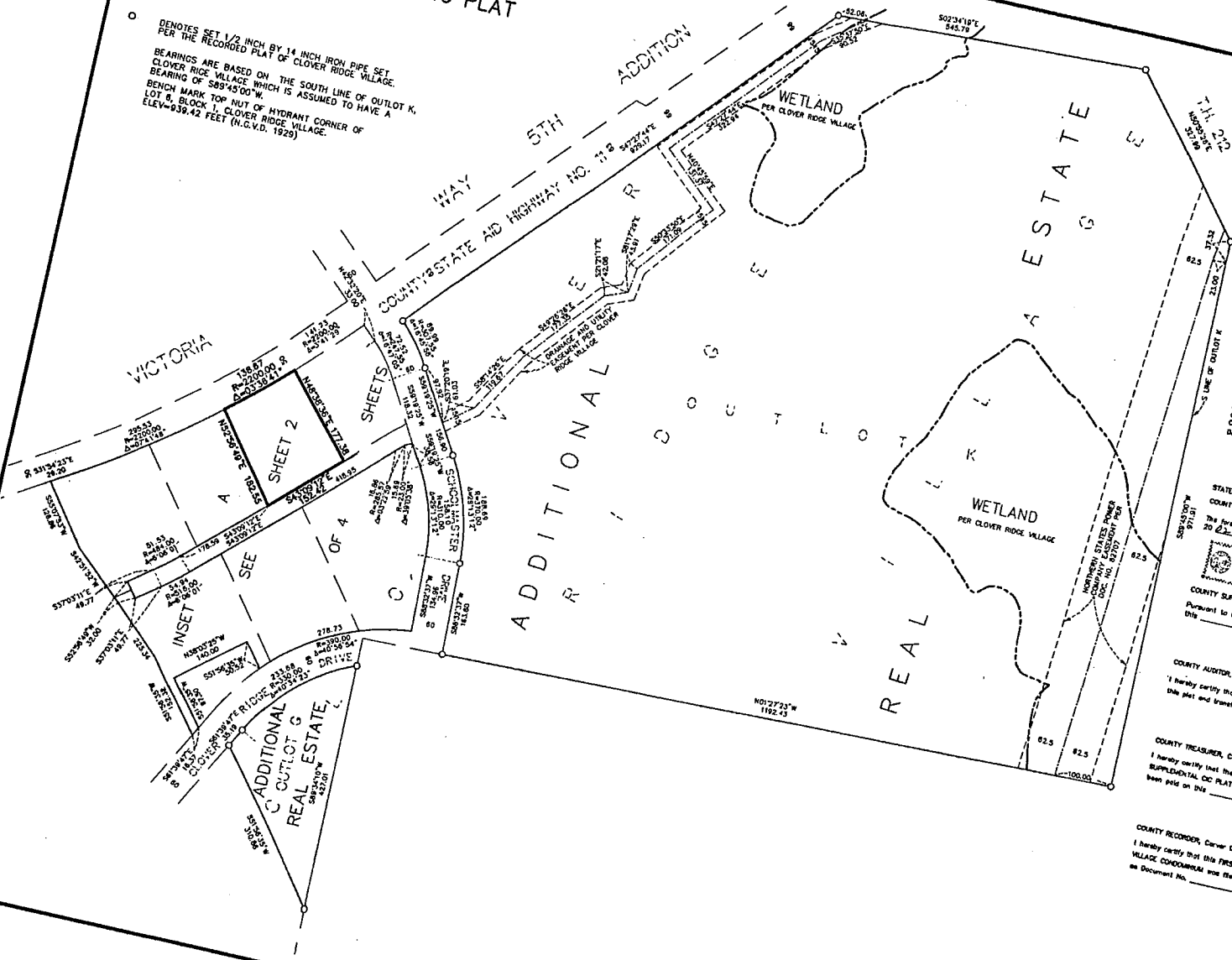
CIC NUMBER 53

A CONDOMINIUM
VILLAGE CONDOMINIUM

CLOVER RIDGE VILLAGE CONDOMINIUM

FIRST SUPPLEMENTAL CIC PLAT

○ DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE SET PER THE RECORDED PLAT OF CLOVER RIDGE VILLAGE.
BEARINGS ARE BASED ON THE SOUTH LINE OF OUTLOT K, CLOVER RIDGE VILLAGE WHICH IS ASSUMED TO HAVE A BEARING OF S89°45'00"W.
BEING MARK TOP NUT OF HYDRANT CORNER OF LOT 6, BLOCK 4, CLOVER RIDGE VILLAGE. ELEV=939.42 FEET (N.C.V.D. 1929)



I, John C. Larson, do hereby certify that the work was undertaken by me for the FIRST SUPPLEMENTAL CIC PLAT of DC NUMBER 53, a condominium, located upon:
Lots 15, Block 4, CLOVER RIDGE VILLAGE, according to the recorded plat 10, 11, 12, 13, and 14, Block 4, Outlot G and Outlot K, and CLOVER RIDGE VILLAGE.
And the Additional Real Estate as located upon the following described Outlot K:
I have accurately depicted all information required by Minnesota Statutes, Minnesota License No. 18825
John C. Larson, Land Surveyor
Minnesota License No. 18825

STATE OF MINNESOTA
COUNTY OF Dakota
The foregoing instrument was acknowledged before me this 20th day of March, 2003, by John C. Larson, a Minnesota Licensed Land Surveyor.
NICHOLAS J. NOLAN
NOTARY PUBLIC
MY COM. EXP. 01/31/2008
I, Timothy W. Wilson, pursuant to Minnesota Statutes, Section 515 B, do hereby certify that all structural encumbrances and mechanical systems of all buildings or components of the building hereby created, are substantially completed in accordance with the DC PLAT of DC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM. Dated this 21st day of March, 2003.

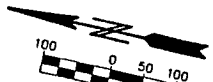
STATE OF Minnesota
COUNTY OF Ramsey
The foregoing instrument was acknowledged before me this 21st day of March, 2003, by Timothy Wilson, a Licensed Professional Architect.
KATHERINE A. POLS
REGISTERED PROFESSIONAL ARCHITECT
COUNTY SURVEYOR, Carver County, Minnesota
Pursuant to Chapter 395, Minnesota Laws of 1971, this plat has been approved this _____ day of _____, 20____.

COUNTY AUDITOR, Carver County, Minnesota
I hereby certify that there are no delinquent taxes for all years prior to _____ for land described on this plat and transfer interest. Dated this _____ day of _____, 20____.
By: John E. Freeman
Carver County Auditor

COUNTY TREASURER, Carver County, Minnesota
I hereby certify that the taxes payable for the year 20____, for land described on this plat as the FIRST SUPPLEMENTAL DC PLAT of DC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM have been paid on this _____ day of _____, 20____.
By: MARK LINDGREN, County Auditor

COUNTY RECORDER, Carver County, Minnesota
I hereby certify that this FIRST SUPPLEMENTAL DC PLAT of DC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM was filed this _____ day of _____, 20____, at _____ o'clock.
By: D. F. DAUER, County Treasurer

COUNTY RECORDER, Carver County, Minnesota
I hereby certify that this FIRST SUPPLEMENTAL DC PLAT of DC NUMBER 53, a condominium, CLOVER RIDGE VILLAGE CONDOMINIUM was filed this _____ day of _____, 20____, at _____ o'clock.
By: CARL W. HAYDON JR., County Recorder



Document No.

A 343873

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10857

Certified filed and recorded on 03-14-2003 at 04:30 AM PM

2003-03-14



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

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

COPY

SIXTH AMENDMENT TO DECLARATION

THIS SIXTH AMENDMENT TO DECLARATION, made on this 13th day of March, 2003, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 1, Block 4, and
Lots 4 and 5, Block 6, and
Outlot D
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lot"); and

NOW, THEREFORE, in order to add the Added Lot to the Condominium, Declarant hereby declares that the Added Lot, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lot and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lot, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lot which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 1, Block 4, and
Lots 4 and 5, Block 6, and
Outlot D
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are fifteen (15) separate Units located in three (3) buildings within the Added Lot as shown on the Fifth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Fifth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Fifth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the fifteen (15) Units hereby created and added to the Declaration are set forth in the Fifth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the fifteen (15) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to forty-three (43).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, and in this Amendment on such basis is 1/43 expressed as a fractional basis.

4. Common Elements. All portions of Added Lot other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lot, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Fifth Supplemental CIC Plat.

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

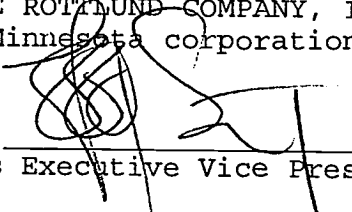
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 1, Block 4; Lots 4 and 5, Block 6; Outlot D,
CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County,
Minnesota.

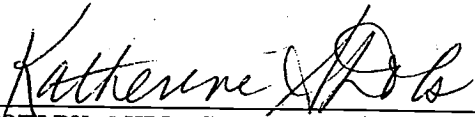
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

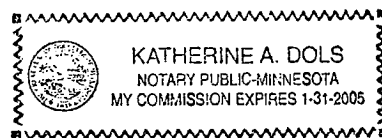
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 12th day of February, 2003, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.

A 350491

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10887

Certified filed and recorded on 05-13-2003 at 10:00 AM PM

2003-05-13



AS

Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

COPY

SEVENTH AMENDMENT TO DECLARATION

THIS SEVENTH AMENDMENT TO DECLARATION, made on this 12th day of May, 2003, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 1, Block 5,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lot"); and

NOW, THEREFORE, in order to add the Added Lot to the Condominium, Declarant hereby declares that the Added Lot, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lot and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lot, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lot which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 1, Block 5,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are four (4) separate Units located in one (1) building within the Added Lot as shown on the Sixth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Sixth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Sixth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the four (4) Units hereby created and added to the Declaration are set forth in the Sixth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the four (4) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to forty-seven (47).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, and in this Amendment on such basis is 1/47 expressed as a fractional basis.

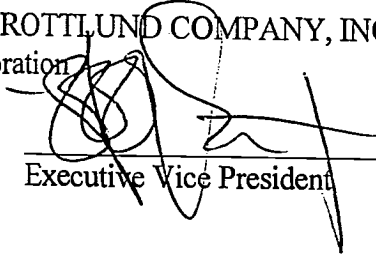
4. Common Elements. All portions of Added Lot other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lot, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Sixth Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.


IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 12th day of May, 2003, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (KRR)

193546_1

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 1, Block 5, CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota.


The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

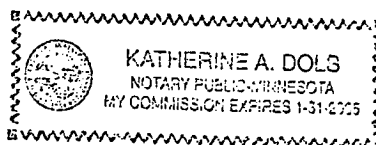
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 12th day of February, 2003, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.

A 358488

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10911

Certified filed and recorded on 07-16-2003 at 11:00 AM PM

2003-07-16




Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

EIGHTH AMENDMENT TO DECLARATION

THIS EIGHTH AMENDMENT TO DECLARATION, made on this 15th day of July, 2003, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

*BET TO.
Rottlund Homes
3065 Centre Pointe Dr.
Roseville, MN 55113

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 2, Block 4 and
Lots 2 and 5, Block 5
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 2, Block 4 and
Lots 2 and 5, Block 5
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are sixteen (16) separate Units located in three (3) buildings within the Added Lots as shown on the Seventh Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Seventh Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Seventh Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the sixteen (16) Units hereby created and added to the Declaration are set forth in the Seventh Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the sixteen (16) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to sixty-three (63).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, and in this Amendment on such basis is 1/63 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 2, Block 4, Lots 2 and 5, Block 5, CLOVER RIDGE
VILLAGE 2ND ADDITION, Carver County, Minnesota.


The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

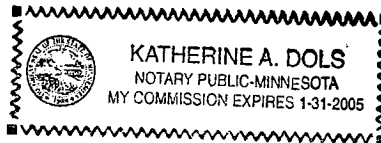
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 17th day of June, 2003, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.

A 364119

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10922

Certified filed and recorded on 08-29-2003 at 10:00 AM PM

2003-08-29




Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

NINTH AMENDMENT TO DECLARATION

THIS NINTH AMENDMENT TO DECLARATION, made on this 28th day of August, 2003, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lots 3, 4 and 6, Block 5
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lots 3, 4 and 6, Block 5
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are nineteen (19) separate Units located in three (3) buildings within the Added Lots as shown on the Eighth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Eighth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Eighth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the nineteen (19) Units hereby created and added to the Declaration are set forth in the Eighth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the nineteen (19) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to eighty-two (82).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, Eighth Amendment to Declaration and in this Amendment on such basis is 1/82 expressed as a fractional basis.

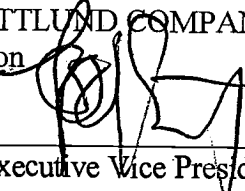
4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Eighth Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.


IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

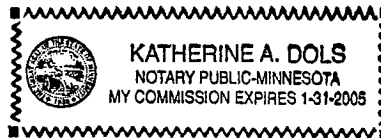
STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 28th day of August, 2003, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (KRR)
206915_1



NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

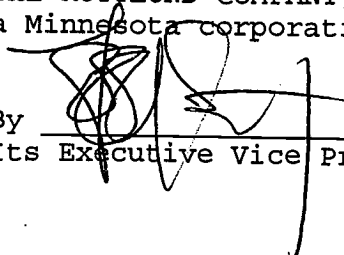
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lots 3, 4 and 6, Block 5, CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County, Minnesota.

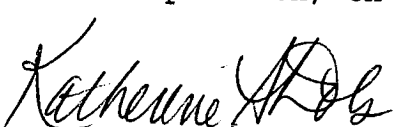
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

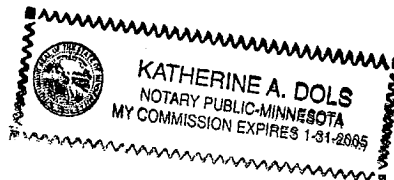
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 17th day of June, 2003, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.

A 370673

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10946

Certified filed and recorded on 10-22-2003 at 11:00 AM PM

2003-10-22




Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

COPY

TENTH AMENDMENT TO DECLARATION

THIS TENTH AMENDMENT TO DECLARATION, made on this 21st day of October, 2003, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on

August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 5, Block 4, and
Lot 7, Block 5,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 5, Block 4, and
Lot 7, Block 5,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are ten (10) separate Units located in two (2) buildings within the Added Lots as shown on the Ninth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Ninth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Ninth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the ten (10) Units hereby created and added to the Declaration are set forth in the Ninth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the ten (10) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to ninety-two (92).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the

undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration and in this Amendment on such basis is 1/92 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Ninth Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

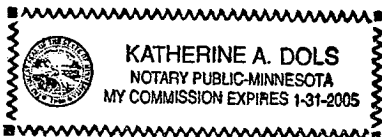
IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 21ST day of October, 2003, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (KRR)

212291_1

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 5, Block 4, and Lot 7, Block 5, CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County, Minnesota.

The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

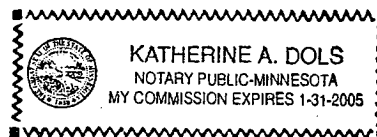
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 17th day of June, 2003, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113

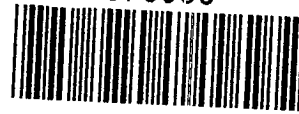


Document No.

A 375990

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 10970

Certified filed and recorded on 12-23-2003 at 04:30 AM PM



Carl W. Hanson, Jr.
Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

COPY

ELEVENTH AMENDMENT TO DECLARATION

THIS ELEVENTH AMENDMENT TO DECLARATION, made on this 23rd day of December, 2003, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on

August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lots 3 and 6, Block 4, and
Lot 11, Block 5, and
Outlot A,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lots 3 and 6, Block 4, and
Lot 11, Block 5, and
Outlot A,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are fourteen separate Units located in three (3) buildings within the Added Lots as shown on the Tenth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Tenth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Tenth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the fourteen (14) Units hereby created and added to the Declaration are set forth in the Tenth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration.

Each of the fourteen (14) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred six (106).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration and in this Amendment on such basis is 1/106 expressed as a fractional basis.

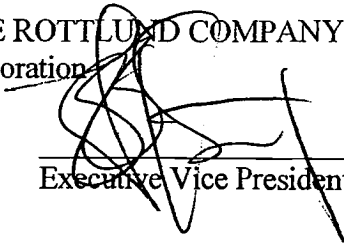
4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Tenth Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

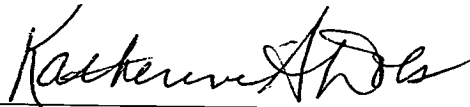
IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

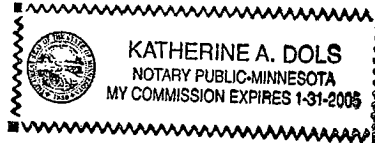
By: 
Its: Executive Vice President

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 23rd day of December, 2003, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.



Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500 (KRR)

216995_1

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

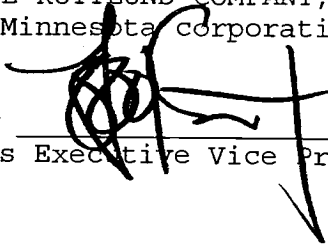
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lots 3 and 6, Block 4; Lot 11, Block 5; Outlot A,
CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County,
Minnesota.

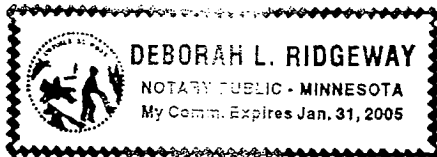
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

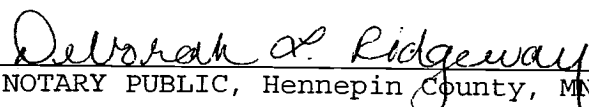
THE ROTTLUND COMPANY, INC.
a Minnesota corporation

By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.




NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113

Document No.

A 380397

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA



Filing Fee: \$ 21.00 Check#: 11002

Certified filed and recorded on 02-26-2004 at 11:30 AM PM

2004-02-26



Carl W. Hanspr, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

TWELFTH AMENDMENT TO DECLARATION

THIS TWELFTH AMENDMENT TO DECLARATION, made on this 24th day of February, 2004, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on

August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 4, Block 4, and
Lots 10 and 12, Block 5, and
Lot 3, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 4, Block 4, and
Lots 10 and 12, Block 5, and
Lot 3, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are twenty (20) separate Units located in four (4) buildings within the Added Lots as shown on the Eleventh Supplemental CIC Plat,

certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Eleventh Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Eleventh Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the twenty (20) Units hereby created and added to the Declaration are set forth in the Eleventh Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the twenty (20) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred twenty-six (126).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration and in this Amendment on such basis is 1/126 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Eleventh Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 4, Block 4; Lots 10 and 12, Block 5;
Lot 3, Block 6, CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota.

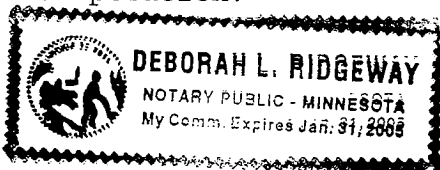
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

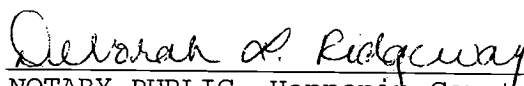
THE ROTTLUND COMPANY, INC.
a Minnesota corporation

By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of November, 2003, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.




NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113

Document No.
A 392 486

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Fee: \$ 20.50 Check#: 11097

Certified Recorded on 07-23-2004 at 11:00 AM PM

2004-07-23




Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

THIRTEENTH AMENDMENT TO DECLARATION

THIS THIRTEENTH AMENDMENT TO DECLARATION, made on this 22nd day of July, 2004, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on

August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 13, Block 5,
Lot 2, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 13, Block 5,
Lot 2, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are twelve (12) separate Units located in two (2) buildings within the Added Lots as shown on the Twelfth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Twelfth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Twelfth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the twelve (12) Units hereby created and added to the Declaration are set forth in the Twelfth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the twelve (12) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred thirty-eight (138).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration and in this Amendment on such basis is 1/138 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Twelfth Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

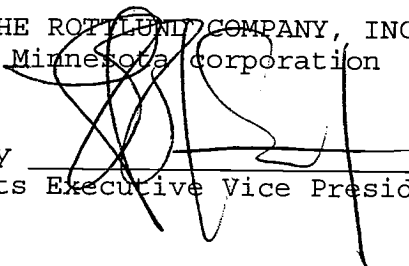
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 13, Block 5, and Lot 2, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota.

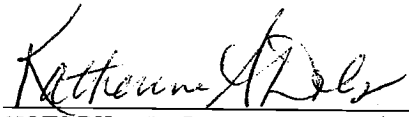
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.


THE ROTTLUND COMPANY, INC.
a Minnesota corporation

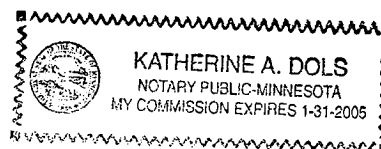
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of June, 2004, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC. 
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.
A 397088

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Fee: \$ 20.50 Check#: 11112

Certified Recorded on 09-17-2004 at 01:00 AM PM



2004-09-17

Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

FOURTEENTH AMENDMENT TO DECLARATION

14th THIS FOURTEENTH AMENDMENT TO DECLARATION, made on this day of September, 2004, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August

29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 39248~~7~~⁶ in the office of the County Recorder in and for Carver County, Minnesota; and ^b K.D.

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 9, Block 5,
Lot 1, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 9, Block 5,
Lot 1, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are twelve (12) separate Units located in two (2) buildings within the Added Lots as shown on the Thirteenth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Thirteenth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Thirteenth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the twelve (12) Units hereby created and added to the Declaration are set forth in the Thirteenth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the twelve (12) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred fifty (150).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration and in this Amendment on such basis is 1/150 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use,

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

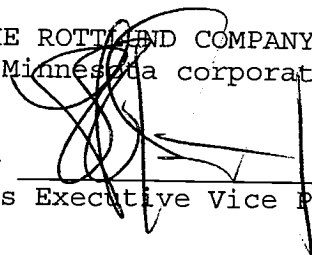
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 9, Block 5, and Lot 1, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota.

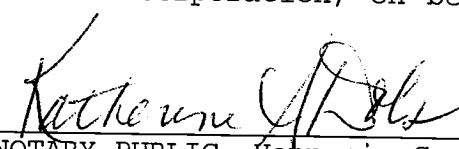
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

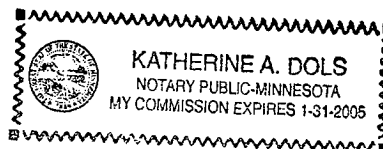
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of June, 2004, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.

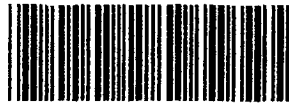

NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.
A 400077

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Fee: \$ 19.50 Check#: 11126

Certified Recorded on 10-29-2004 at 10:00 AM PM

2004-10-29



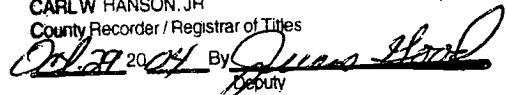

Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

STATE OF MINNESOTA, COUNTY OF CARVER
Certified to be a true and correct copy of the
original on file and of record in my office
CARL W. HANSON, JR.
County Recorder / Registrar of Titles


2004-10-28 By James Flood
Deputy

FIFTEENTH AMENDMENT TO DECLARATION

THIS FIFTEENTH AMENDMENT TO DECLARATION, made on this 28th day of October, 2004, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

Kelthen Dols &

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August

29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lots 8 and 14, Block 5,
Lot 3, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended

hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lots 8 and 14, Block 5,
Lot 3, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are twelve (12) separate Units located in three (3) buildings within the Added Lots as shown on the Fourteenth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Fourteenth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Fourteenth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the twelve (12) Units hereby created and added to the Declaration are set forth in the Fourteenth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the twelve (12) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred sixty-two (162).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration, the Fourteenth Amendment to Declaration and in this Amendment on such basis is 1/162 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

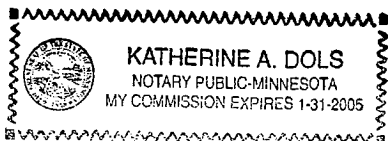
1st Deb Ridgeway, being duly sworn, deposes and says that on the 1st day of July, 2004, she served the attached "NOTICE OF DECLARANT'S INTENTION TO ADD ADDITIONAL REAL ESTATE TO COMMON INTEREST COMMUNITY NUMBER 53, A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM", separately on the owners of Units Number 1-60, 76-84, 87-121, 156-166, 169, AND 197-199 by inserting one copy of such notice in one hundred nineteen (119) envelopes, with postage prepaid thereon, and addressed to one of the following addresses: 2164-65-66-67-71-72-74-75 Schoolmaster Drive; 2001-02-03-04-05-06-08-09-10-11-13-14-15-16-19-21-23-25-29-31-33-35-39-40-41-42-43-44-45-46-48-49-50-51-54-56; 2110-12-14-16-18-20-22-24-26-28-30-32-38-40-42-44-46-48-50-52-54-56 Stahlke Way; 2071-75-79-83; 2134 & 2136 Clover Ridge Drive; 860-62-64-66-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-92-94-96; 903-05-07 Braunworth Court; 1994 Siefert Street; 2061-62-63-65-66-67-69-70-74-78-79-81-83 Wellens Street, Chaska, Minnesota 55318

and depositing such envelopes in the United States Mail in the City of Roseville, Minnesota.

By Deb Ridgeway

Subscribed and sworn to before me
this 1st day of July, 2004.

Katherine A. Dols
NOTARY PUBLIC



This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, MN 55113

Document No.
A 402252

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNE



Fee: \$ 20.50 Check#: 1

Certified Recorded on 11-29-2004 at 11:00 AM PM

2004-11-29




Carl W. Hanson
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE

SIXTEENTH AMENDMENT TO DECLARATION

THIS SIXTEENTH AMENDMENT TO DECLARATION, made on this 24th day of November, 2004, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS paragraph 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said paragraph 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August

29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fifteenth Amendment to Declaration, dated October 28, 2004, and filed for record on October 29, 2004 as Document No. 400077 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 12, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 12, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are five (5) separate Units located in one (1) building within the Added Lots as shown on the Fifteenth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Fifteenth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Fifteenth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the five (5) Units hereby created and added to the Declaration are set forth in the Fifteenth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the five (5) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred sixty-seven (167).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration, the Fourteenth Amendment to Declaration, the Fifteenth Amendment to Declaration and in this Amendment on such basis is 1/167 expressed as a fractional basis.

NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM

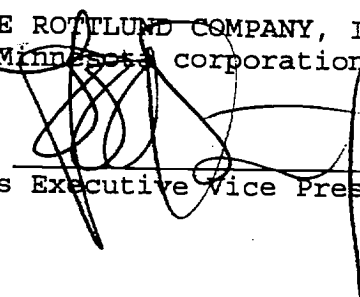
TO: UNIT OWNER ENTITLED TO LEGAL NOTICE

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY NUMBER 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 12, Block 6, CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota.

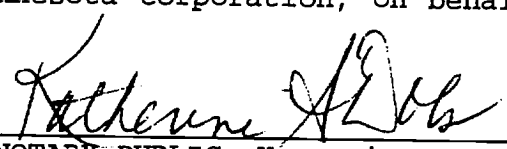
The Declarant shall provide a copy of the amendment at no cost to any unit owner within five business days of the unit owner's request.

THE ROTTLUND COMPANY, INC.
a Minnesota corporation

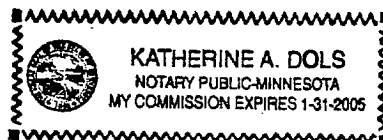
By 
Its Executive Vice President

STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 30th day of June, 2004, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


NOTARY PUBLIC, Hennepin County, MN

This instrument was drafted by:
THE ROTTLUND COMPANY, INC.
3065 Centre Pointe Drive
Roseville, Minnesota 55113



Document No.

A 41 4028

OFFICE OF THE
COUNTY RECORDER

CARVER COUNTY, MINNESOTA




Fee: \$ 20.50 Check#: 11242

Certified Recorded on 05-13-2005 at 10:30 AM PM

2005-05-13




Carl W. Hanson, Jr.
County Recorder

Return to: 
Rottlund Homes
3065 Centre Pointe Dr.
Roseville, MN 55113

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

SEVENTEENTH AMENDMENT TO DECLARATION

12th THIS SEVENTEENTH AMENDMENT TO DECLARATION, made on this day of May, 2005, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS Section 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said Section 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August

29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fifteenth Amendment to Declaration, dated October 28, 2004, and filed for record on October 29, 2004 as Document No. 400077 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixteenth Amendment to Declaration, dated November 24, 2004, and filed for record on November 29, 2004 as Document No. 402252 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lots 6 and 11, Block 6, and
Lot 2, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lots 6 and 11, Block 6, and
Lot 2, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are fourteen (14) separate Units located in three (3) buildings within the Added Lots as shown on the Seventeenth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Seventeenth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Seventeenth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the fourteen (14) Units hereby created and added to the Declaration are set forth in the Seventeenth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the fourteen (14) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred eighty-one (181).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to

Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration, the Fourteenth Amendment to Declaration, the Fifteenth Amendment to Declaration, the Sixteenth Amendment to Declaration and in this Amendment on such basis is 1/181 expressed as a fractional basis.

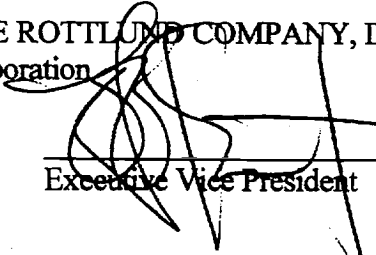
4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Seventeenth Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

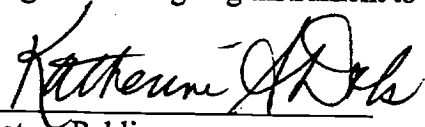
IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

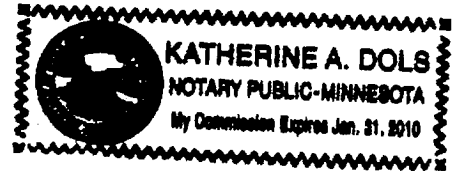
STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 12th day of May, 2005, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500



275587_1


STATE OF MINNESOTA

AFFIDAVIT OF SERVICE

COUNTY OF HENNEPIN

METRO LEGAL SERVICES

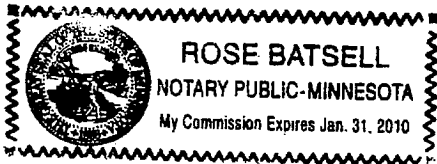
Bob Yates, being duly sworn, says that on April 20, 2005, at 10:50 a.m.
 he/she served the annexed Notice of Declarant's Intention to Add Additional Real Estate to
 Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium,
 upon the Clover Ridge Village Condominium Association therein named, personally at 9036 Grand
 Avenue South, Bloomington, MN 55420, County of Hennepin, State of Minnesota, by handing to
 and leaving with Jerome Maruska, President of the Association, a true and correct copy thereof.



Subscribed and sworn to before me, April 29, 2005

Rose Batsell

Notary Public



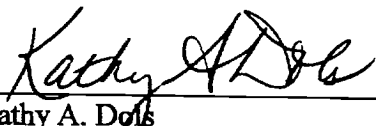
STATE OF MINNESOTA

AFFIDAVIT OF SERVICE BY MAIL

COUNTY OF RAMSEY

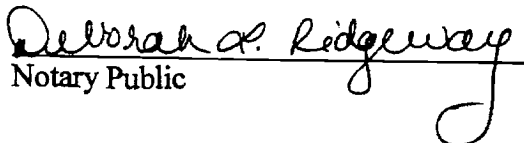
Kathy A. Dols, of the City of Roseville, County of Ramsey, State of Minnesota, being duly sworn, says that on April 18, 2005, she served the annexed Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, by mailing to the following persons a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the Post Office at Roseville, Minnesota directed to said persons as follows:

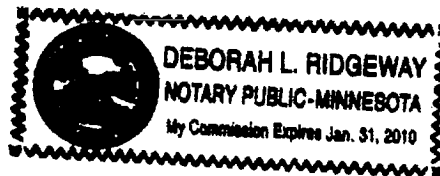
Duane Bickett 2144 Stahlke Way Chaska, MN 55318	Judi Larson 2172 Schoolmaster Drive Chaska, MN 55318
Jerome Maruska 2134 Clover Ridge Drive Chaska, MN 55318	Marilyn Mortensen 2120 Stahlke Way Chaska, MN 55318
Jack Osterberg 2165 Schoolmaster Drive Chaska, MN 55318	



Kathy A. Dols

Subscribed and sworn to before
me this 18th day of April, 2005.


Notary Public



17th

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53,
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

To: Board of Directors and Officers of Clover Ridge Village Condominium Association
Jerome Maruska, President; Duane Bickett, Vice-President; Judi Larson, Treasurer; Marilyn
Mortensen, Secretary; and Jack Osterberg, Member at Large

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain
Declaration for COMMON INTEREST COMMUNITY 53, a Condominium, CLOVER RIDGE
VILLAGE CONDOMINIUM, dated February 19, 2002, recorded in the Office of the County Recorder,
Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its
intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes
Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lots 6 and 11, Block 6, and
Lot 2, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

A copy of the Seventeenth Amendment adding Lots 6 and 11, Block 6, and Lot 2, Block 7, is
attached hereto as Exhibit A.

THE ROTTLUND COMPANY, INC.
A Minnesota Corporation

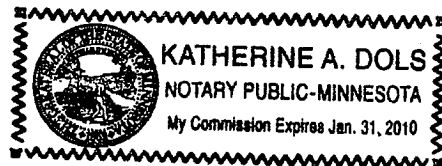
By: [Signature]
Todd M. Stutz
Its: Executive Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 18th day of April, 2005, by Todd M.
Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation,
on behalf of the corporation.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500



2

Document No.
A 418985

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA



Fee: \$ 48.00 Check#: 11267

Certified Recorded on 07-20-2005 at 10:30 AM PM

2005-07-20



Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

* Return to: Rottlund Homes
3065 Centre Pointe Dr.
Roseville, MN 55113

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

EIGHTEENTH AMENDMENT TO DECLARATION

THIS EIGHTEENTH AMENDMENT TO DECLARATION, made on this 19th day of July, 2005, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS Section 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said Section 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13, 2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August

29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fifteenth Amendment to Declaration, dated October 28, 2004, and filed for record on October 29, 2004 as Document No. 400077 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixteenth Amendment to Declaration, dated November 24, 2004, and filed for record on November 29, 2004 as Document No. 402252 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventeenth Amendment to Declaration, dated May 12, 2005, and filed for record on May 13, 2005 as Document No. 414028 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Amendment to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 1, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as amended hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 1, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are six (6) separate Units located in one (1) building within the Added Lots as shown on the Seventeenth Supplemental CIC Plat, certified by John C. Larson, Registered Land Surveyor, Minnesota Registration No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Seventeenth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Seventeenth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the six (6) Units hereby created and added to the Declaration are set forth in the Seventeenth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the six (6) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred eighty-seven (187).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are

hereby allocated equally to the Units created in the Declaration and the Units created by this Amendment. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration, the Fourteenth Amendment to Declaration, the Fifteenth Amendment to Declaration, the Sixteenth Amendment to Declaration, the Seventeenth Amendment to Declaration and in this Amendment on such basis is 1/187 expressed as a fractional basis.

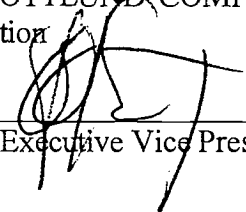
4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Seventeenth Supplemental CIC Plat.

6. Definition of Terms. As used in this Amendment, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

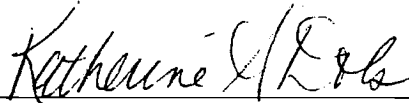
IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

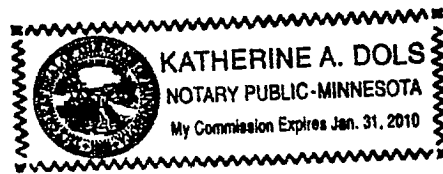
STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 19th day of July, 2005, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500



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STATE OF MINNESOTA

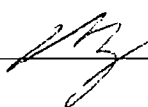
AFFIDAVIT OF SERVICE

COUNTY OF Hennepin

METRO LEGAL SERVICES

Bob Yates, being duly sworn, says that on June 24, 2005, at 10:00 a.m.

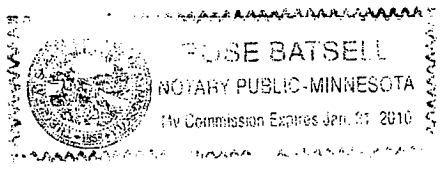
he/she served the annexed Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, upon the Clover Ridge Village Condominium Association therein named, personally at 9036 Grand Avenue South, Bloomington, MN 55420, County of Hennepin, State of Minnesota, by handing to and leaving with Jerome Maruska, President of the Association, a true and correct copy thereof.



Subscribed and sworn to before me, June 28, 2005



Notary Public



STATE OF MINNESOTA

AFFIDAVIT OF SERVICE BY MAIL

COUNTY OF RAMSEY

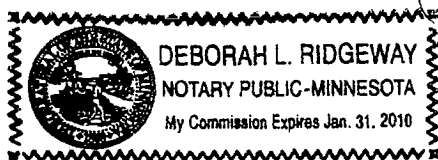
Kathy A. Dols, of the City of Roseville, County of Ramsey, State of Minnesota, being duly sworn, says that on June 22, 2005, she served the annexed Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, by mailing to the following persons a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the Post Office at Roseville, Minnesota directed to said persons as follows:

Duane Bickett 2144 Stahlke Way Chaska, MN 55318	Judi Larson 2172 Schoolmaster Drive Chaska, MN 55318
Jerome Maruska 2134 Clover Ridge Drive Chaska, MN 55318	Marilyn Mortensen 2120 Stahlke Way Chaska, MN 55318
Jack Osterberg 2165 Schoolmaster Drive Chaska, MN 55318	

Kathy A. Dols
Kathy A. Dols

Subscribed and sworn to before
me this 22nd day of June, 2005.

Deborah L. Ridgeway
Notary Public



**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53,
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

To: Board of Directors and Officers of Clover Ridge Village Condominium Association
Jerome Maruska, President; Duane Bickett, Vice-President; Judi Larson, Treasurer; Marilyn
Mortensen, Secretary; and Jack Osterberg, Member at Large

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, dated February 19, 2002, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 1, Block 7,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

A copy of the Eighteenth Amendment adding Lot 1, Block 7, CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County, Minnesota, is attached hereto as Exhibit A.

THE ROTTLUND COMPANY, INC.
A Minnesota corporation

By: _____
Todd M. Stutz
Its: Executive Vice President

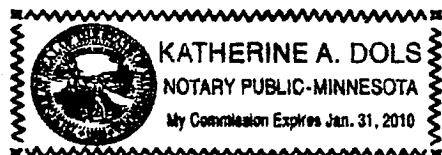
STATE OF MINNESOTA)
)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 22nd day of June, 2005, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500



Document No.
A 426890

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Fee: \$ 48.00 Check#: 11283

Certified Recorded on 10-21-2005 at 10:30 AM PM



Carl J. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

NINETEENTH SUPPLEMENTAL DECLARATION

THIS NINETEENTH SUPPLEMENTAL DECLARATION, made on this 20th day of October, 2005, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, Minnesota Statutes Section 515B.2-111 has been amended with an effective date of August 1, 2005, to change the terminology used to identify this document as well as modify certain provisions. 515B.2-111 changes the title of the document to add additional real estate to a "Supplemental Declaration" instead of an "Amendment." The most recent document prior to this document adding additional real estate was referred to as the Eighteenth Amendment. This document continues with that numbering and is referred to as the Nineteenth Supplemental Declaration.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

* Return to: Rottlund Homes
3065 Centre Pointe E
Rosville MN 55113

WHEREAS Section 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said Section 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13,

2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fifteenth Amendment to Declaration, dated October 28, 2004, and filed for record on October 29, 2004 as Document No. 400077 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixteenth Amendment to Declaration, dated November 24, 2004, and filed for record on November 29, 2004 as Document No. 402252 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventeenth Amendment to Declaration, dated May 12, 2005, and filed for record on May 13, 2005 as Document No. 414028 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighteenth Amendment to Declaration, dated July 19, 2005, and filed for record on July 20, 2005 as Document No. 418985 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Supplemental Declaration to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 7, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as evidenced by this Supplemental Declaration hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 7, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,

Estate Parcels described in Section 8 of the Declaration are shown on the Eighteenth Supplemental CIC Plat.

6. Period of Declarant Control. The period of Declarant Control has terminated.

7. Definition of Terms. As used in this Supplemental Declaration, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

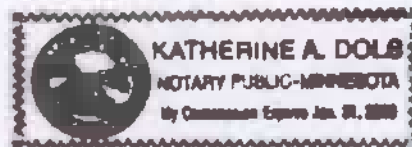
By: Steven A. Kahn
Its: Chief Financial Officer

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 20th day of October, 2005, before me, a Notary Public within and for said County, personally appeared Steven A. Kahn, the Chief Financial Officer of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.

Katherine A. Dols
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500



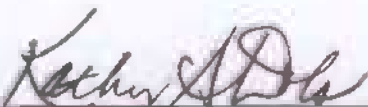
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STATE OF MINNESOTA

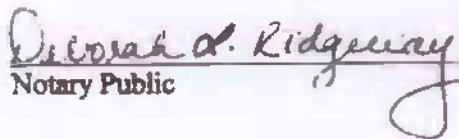
AFFIDAVIT OF SERVICE BY MAIL

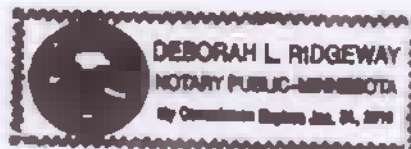
COUNTY OF RAMSEY

Kathy A. Dols, of the City of Roseville, County of Ramsey, State of Minnesota, being duly sworn, says that on Sept. 16, 2005, she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, by mailing to Duane Bickett, President of Clover Ridge Village Condominium Association, a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the Post Office at Roseville, Minnesota directed to said person at 2144 Stahlke Way, Chaska, MN 55318.


Kathy A. Dols

Subscribed and sworn to before
me this 16th day of Sept., 2005.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53,
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

To: Clover Ridge Village Condominium Association,
Attention: Duane Bickett, President

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, dated February 19, 2002, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 7, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

A copy of the Nineteenth Amendment adding Lot 7, Block 6, CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County, Minnesota, is attached hereto as Exhibit A.

THE ROTTLUND COMPANY, INC.
A Minnesota Corporation

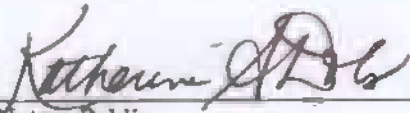
By: _____

Todd M. Stutz
Its: Executive Vice President

STATE OF MINNESOTA)
)
COUNTY OF RAMSEY)

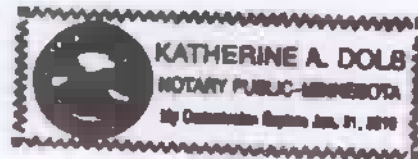
ss..

The foregoing instrument was acknowledged before me this 15th day of September, 2005, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500



275651_1

Document No.
A 430725

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Fee: \$ 48.00 Check#:

Certified Recorded on 12-09-2005 at 01:30 AM PM

430725



dl

Carl W. Hanson, Jr.
County Recorder

10x
* STEWART TITLE-JW
105439
1700 W 82nd St.
St. 100
Bloomington, MN
55431

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

TWENTIETH SUPPLEMENTAL DECLARATION

THIS TWENTIETH SUPPLEMENTAL DECLARATION, made on this 1st day of December, 2005, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, Minnesota Statutes Section 515B.2-111 has been amended with an effective date of August 1, 2005, to change the terminology used to identify this document as well as modify certain provisions. 515B.2-111 changes the title of the document to add additional real estate to a "Supplemental Declaration" instead of an "Amendment." The most recent document prior to this document adding additional real estate was referred to as the Nineteenth Supplemental Declaration. This document continues with that numbering and is referred to as the Twentieth Supplemental Declaration.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS Section 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said Section 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13,

2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fifteenth Amendment to Declaration, dated October 28, 2004, and filed for record on October 29, 2004 as Document No. 400077 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixteenth Amendment to Declaration, dated November 24, 2004, and filed for record on November 29, 2004 as Document No. 402252 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventeenth Amendment to Declaration, dated May 12, 2005, and filed for record on May 13, 2005 as Document No. 414028 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighteenth Amendment to Declaration, dated July 19, 2005, and filed for record on July 20, 2005 as Document No. 418985 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Nineteenth Supplemental Declaration, dated October 20, 2005, and filed for record on October 21, 2005, as Document No. 426890 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Supplemental Declaration to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 8, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as evidenced by this Supplemental Declaration hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act, is as follows:

Lot 8, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are four (4) separate Units located in one (1) building within the Added Lots as shown on the Nineteenth Supplemental CIC Plat, certified by John C. Larson, Licensed Land Surveyor, Minnesota License No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Nineteenth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Nineteenth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the four (4) Units hereby created and added to the Declaration are set forth in the Nineteenth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the four (4) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred ninety four (194).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Supplemental Declaration. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration, the Fourteenth Amendment to Declaration, the Fifteenth Amendment to Declaration, the Sixteenth Amendment to Declaration, the Seventeenth Amendment to Declaration, the Eighteenth Amendment to Declaration, the Nineteenth Supplemental Declaration and in this Supplemental Declaration on such basis is 1/194 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended and supplemented, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Nineteenth Supplemental CIC Plat.

6. Period of Declarant Control. The period of Declarant Control has terminated.

7. Definition of Terms. As used in this Supplemental Declaration, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

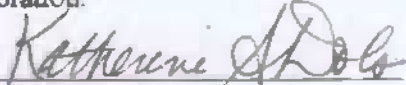
IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

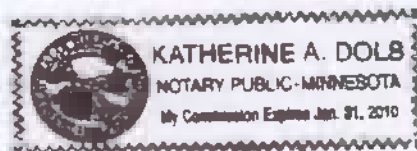
By: 
Its: Executive Vice President

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 15th day of December, 2005, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.


Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500



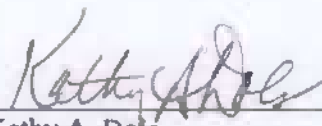
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STATE OF MINNESOTA

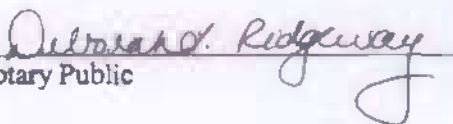
COUNTY OF RAMSEY

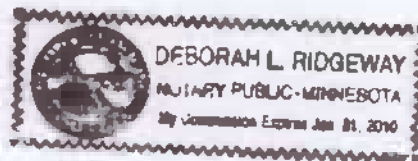
AFFIDAVIT OF SERVICE BY MAIL

Kathy A. Dols, of the City of Roseville, County of Ramsey, State of Minnesota, being duly sworn, says that on November 9, 2005, she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, by mailing to Duane Bickett, President of Clover Ridge Village Condominium Association, a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the Post Office at Roseville, Minnesota directed to said person at 2144 Stahlke Way, Chaska, MN 55318.


Kathy A. Dols

Subscribed and sworn to before
me this 9th day of November, 2005.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53,
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

To: Clover Ridge Village Condominium Association,
Attention: Duane Bickett, President

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, dated February 19, 2002, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 8, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

A copy of the Twentieth Supplemental Declaration adding Lot 8, Block 6, CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County, Minnesota, is attached hereto as Exhibit A.

THE ROTTLUND COMPANY, INC.
A Minnesota corporation

By: _____

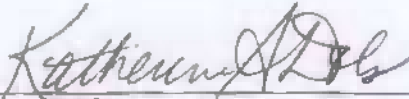
Todd M. Stutz
Its: Executive Vice President

STATE OF MINNESOTA

COUNTY OF RAMSEY

SS: _____

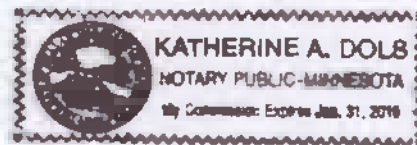
The foregoing instrument was acknowledged before me this 9th day of November, 2005, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500



275651_1

Document No.
A 438466

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Fee: \$ 48.00 Check#: 11332

Certified Recorded on 04-11-2006 at 10:30 AM PM



Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

*Return to: A
Rottlund Homes
3065 Central Pointe Dr.
Roseville, MN 55113*

CLOVER RIDGE VILLAGE CONDOMINIUM

TWENTY-FIRST SUPPLEMENTAL DECLARATION

THIS TWENTY-FIRST SUPPLEMENTAL DECLARATION, made on this 10th day of April, 2006, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, Minnesota Statutes Section 515B.2-111 has been amended with an effective date of August 1, 2005, to change the terminology used to identify this document as well as modify certain provisions. 515B.2-111 changes the title of the document to add additional real estate to a "Supplemental Declaration" instead of an "Amendment." The most recent document prior to this document adding additional real estate was referred to as the Twentieth Supplemental Declaration. This document continues with that numbering and is referred to as the Twenty-First Supplemental Declaration.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration for Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS Section 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said Section 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13,

2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fifteenth Amendment to Declaration, dated October 28, 2004, and filed for record on October 29, 2004 as Document No. 400077 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixteenth Amendment to Declaration, dated November 24, 2004, and filed for record on November 29, 2004 as Document No. 402252 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventeenth Amendment to Declaration, dated May 12, 2005, and filed for record on May 13, 2005 as Document No. 414028 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighteenth Amendment to Declaration, dated July 19, 2005, and filed for record on July 20, 2005 as Document No. 418985 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Nineteenth Supplemental Declaration, dated October 20, 2005, and filed for record on October 21, 2005 as Document No. 426890 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twentieth Supplemental Declaration, dated December 1, 2005, and filed for record on December 9, 2005 as Document No. 430725 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Supplemental Declaration to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 9, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as evidenced by this Supplemental Declaration hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act is as follows:

Lot 9, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are three (3) separate Units located in one (1) building within the Added Lots as shown on the Twentieth Supplemental CIC Plat, certified by John C. Larson, Licensed Land Surveyor, Minnesota License No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Twentieth Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Twentieth Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the three (3) Units hereby created and added to the Declaration are set forth in the Twentieth Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the three (3) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to one hundred ninety seven (197).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Supplemental Declaration. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration, the Fourteenth Amendment to Declaration, the Fifteenth Amendment to Declaration, the Sixteenth Amendment to Declaration, the Seventeenth Amendment to Declaration, the Eighteenth Amendment to Declaration, the Nineteenth Supplemental Declaration, the Twentieth Supplemental Declaration and in this Supplemental Declaration on such basis is 1/197 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended and supplemented, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Nineteenth Supplemental CIC Plat.

6. Period of Declarant Control. The period of Declarant Control has terminated.

7. Definition of Terms. As used in this Supplemental Declaration, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

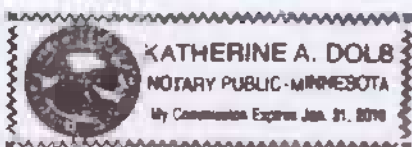
IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to Declaration to be executed the date and year first above written.

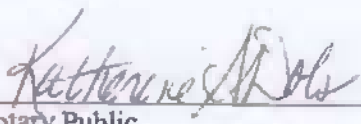
THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 10th day of April, 2006, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD. (AMS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500

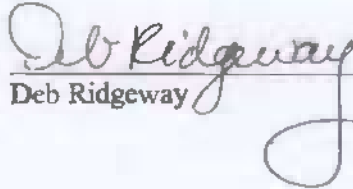
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STATE OF MINNESOTA


AFFIDAVIT OF SERVICE BY MAIL

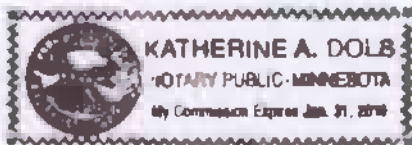
COUNTY OF RAMSEY

Deb Ridgeway, of the City of Roseville, County of Ramsey, State of Minnesota, being duly sworn, says that on March 9, 2006, she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, by mailing to Duane Bickett, President of Clover Ridge Village Condominium Association, a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the Post Office at Roseville, Minnesota directed to said person at 2144 Stahlke Way, Chaska, MN 55318.


Deb Ridgeway

Subscribed and sworn to before
me this 9th day of March, 2006.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500

**NOTICE OF DECLARANT'S INTENTION
TO ADD ADDITIONAL REAL ESTATE TO
COMMON INTEREST COMMUNITY NUMBER 53,
A CONDOMINIUM, CLOVER RIDGE VILLAGE CONDOMINIUM**

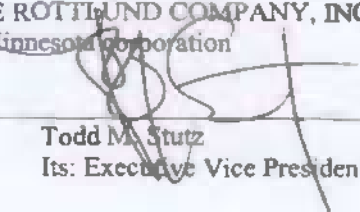
To: Clover Ridge Village Condominium Association,
Attention: Duane Bickett, President

THE ROTTLUND COMPANY, INC., a Minnesota corporation and the Declarant in that certain Declaration for COMMON INTEREST COMMUNITY 53, a Condominium, CLOVER RIDGE VILLAGE CONDOMINIUM, dated February 19, 2002, recorded in the Office of the County Recorder, Carver County, Minnesota, on February 20, 2002, as Document No. 308719, hereby gives notice of its intention to add the following additional real estate to said condominium pursuant to Minnesota Statutes Section 515B.2-111 and pursuant to Section 8 of said Declaration:

Lot 9, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

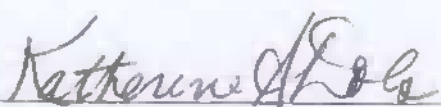
A copy of the Twenty-first Supplemental Declaration adding Lot 9, Block 6, CLOVER RIDGE VILLAGE 2ND ADDITION, Carver County, Minnesota, is attached hereto as Exhibit A.

THE ROTTLUND COMPANY, INC.
A Minnesota Corporation

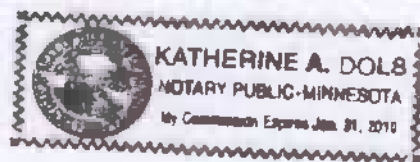
By: 
Todd M. Stutz
Its: Executive Vice President

STATE OF MINNESOTA)
)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 8th day of March, 2006, by Todd M. Stutz, the Executive Vice President of THE ROTTLUND COMPANY, INC., a Minnesota corporation, on behalf of the corporation.


Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500



Document No.
A 444972

OFFICE OF THE
COUNTY RECORDER
CARVER COUNTY, MINNESOTA

Fee \$ 48.00 Check# 1411

Recorded on 07-10-2006 at 02:30 AM PM



dl
Carl W. Hanson, Jr.
County Recorder

COMMON INTEREST COMMUNITY NUMBER 53

a Condominium

CLOVER RIDGE VILLAGE CONDOMINIUM

TWENTY-SECOND SUPPLEMENTAL DECLARATION

THIS TWENTY-SECOND SUPPLEMENTAL DECLARATION, made on this 10th day of July, 2006, by The Rottlund Company, Inc., a Minnesota corporation, hereinafter referred to as "Declarant", pursuant to the provisions of the Minnesota Common Interest Ownership Act, Minnesota Statutes Sections 515B.1-101 to 515B.4-118, (hereinafter referred to as the "Act"), as amended.

WHEREAS, Minnesota Statutes Section 515B.2-111 has been amended with an effective date of August 1, 2005, to change the terminology used to identify this document as well as modify certain provisions. 515B.2-111 changes the title of the document to add additional real estate to a "Supplemental Declaration" instead of an "Amendment." The most recent document prior to this document adding additional real estate was referred to as the Twenty-First Supplemental Declaration. This document continues with that numbering and is referred to as the Twenty-Second Supplemental Declaration.

WHEREAS, on the 19th day of February, 2002, Declarant made and executed that certain Declaration of Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, (hereinafter referred to as the "Declaration"), whereby Declarant submitted certain real estate situated in Carver County, Minnesota (hereinafter referred to as the "Real Estate") to the provisions of the Act, which Declaration and the Common Interest Community Plat made a part of the Declaration (hereinafter referred to as the "CIC Plat") were filed for record on the 20th day of February, 2002, as Document No. 308719 in the office of the County Recorder in and for Carver County, Minnesota; and

*Return to
Robert Sigurdson
3085 Green Point Dr.
Roseville MN 55113*

WHEREAS Section 8 of the Declaration reserves to Declarant the option to add to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium (hereinafter referred to as the "Condominium") any one or more of certain parcels of land described in said Section 8 and referred to in the Declaration as "Additional Real Estate Parcels"; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a First Amendment to Declaration, dated March 21, 2002, and filed for record on March 21, 2002, as Document No. 311247 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Second Amendment to Declaration, dated July 10, 2002, and filed for record on July 11, 2002, as Document No. 319896 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Third Amendment to Declaration, dated September 17, 2002, and filed for record on September 18, 2002, as Document No. 325146 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourth Amendment to Declaration, dated November 14, 2002, and filed for record on November 15, 2002 as Document No. 330997 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has amended the definition of Additional Real Estate Parcels of land to the Condominium as described in a Fifth Amendment to Declaration, dated January 9, 2003, and filed for record on January 24, 2003 as Document No. 338520 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixth Amendment to Declaration, dated March 13, 2003, and filed for record on March 14, 2003 as Document No. 343873 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventh Amendment to Declaration, dated May 12, 2003, and filed for record on May 13,

2003 as Document No. 350491 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighth Amendment to Declaration, dated July 15, 2003, and filed for record on July 16, 2003 as Document No. 358488 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Ninth Amendment to Declaration, dated August 28, 2003, and filed for record on August 29, 2003 as Document No. 364119 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Tenth Amendment to Declaration, dated October 21, 2003, and filed for record on October 22, 2003 as Document No. 370673 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in an Eleventh Amendment to Declaration, dated December 23, 2003, and filed for record on December 23, 2003 as Document No. 375990 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twelfth Amendment to Declaration, dated February 24, 2004, and filed for record on February 26, 2004 as Document No. 380397 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Thirteenth Amendment to Declaration, dated July 22, 2004, and filed for record on July 23, 2004 as Document No. 392486 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fourteenth Amendment to Declaration, dated September 14, 2004, and filed for record on September 17, 2004 as Document No. 397088 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Fifteenth Amendment to Declaration, dated October 28, 2004, and filed for record on October 29, 2004 as Document No. 400077 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Sixteenth Amendment to Declaration, dated November 24, 2004, and filed for record on November 29, 2004 as Document No. 402252 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Seventeenth Amendment to Declaration, dated May 12, 2005, and filed for record on May 13, 2005 as Document No. 414028 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Eighteenth Amendment to Declaration, dated July 19, 2005, and filed for record on July 20, 2005 as Document No. 418985 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Nineteenth Supplemental Declaration, dated October 20, 2005, and filed for record on October 21, 2005 as Document No. 426890 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twentieth Supplemental Declaration, dated December 1, 2005, and filed for record on December 9, 2005 as Document No. 430725 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, pursuant to Section 8 of the Declaration, the Declarant has added certain Additional Real Estate Parcels of land to the Condominium as described in a Twenty-First Supplemental Declaration, dated April 10, 2006, and filed for record on April 11, 2006 as Document No. 438466 in the office of the County Recorder in and for Carver County, Minnesota; and

WHEREAS, Declarant intends by this Supplemental Declaration to add to the Condominium the following Additional Real Estate Parcels referred to in the Declaration:

Lot 10, Block 6,
CLOVER RIDGE VILLAGE 2ND ADDITION,
Carver County, Minnesota

(the "Added Lots"); and

NOW, THEREFORE, in order to add the Added Lots to the Condominium, Declarant hereby declares that the Added Lots, as herein described, is subject to the covenants, restrictions, terms and conditions set forth in the Declaration, as evidenced by this Supplemental Declaration hereby, which shall constitute covenants running with the Added Lots and shall be binding upon Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the Added Lots, their grantees, successors, heirs, personal representatives, devisees and assigns.

1. Description of Added Lots. The legal description of Added Lots which is hereby added to the Declaration pursuant to the Act is as follows:

Lot 10, Block 6,
CLOVER RIDGE VILLAGE-2ND ADDITION,
Carver County, Minnesota

2. Condominium Units. There are three (3) separate Units located in one (1) building within the Added Lots as shown on the Twenty-First Supplemental CIC Plat, certified by John C. Larson, Licensed Land Surveyor, Minnesota License No. 19828, as accurately depicting all the information required by Section 515B.2-110 of the Act, which Twenty-First Supplemental CIC Plat is a part hereof (hereinafter referred to as the "Twenty-First Supplemental CIC Plat"). Unit identifier numbers, locations and boundaries of each of the three (3) Units hereby created and added to the Declaration are set forth in the Twenty-First Supplemental CIC Plat. The boundaries of each Unit hereby added to the Declaration shall be the same as the boundaries of the Units created in the Declaration. Each of the three (3) Units hereby created is hereby allocated one (1) vote in the Association, bringing the total number of votes in the Association to two hundred (200).

3. Reallocation of Common Element Interests and Common Expense Liabilities. The Declaration is hereby amended to provide that the fractions of undivided interest in the Common Elements and the fractions of the Common Expenses of the Association are hereby allocated equally to the Units created in the Declaration and the Units created by this Supplemental Declaration. Exhibit A to the Declaration is hereby amended to provide that the undivided interest in the Common Elements and of the Common Expenses of the Association allocated to each Unit created in the Declaration, the First Amendment to Declaration, the Second Amendment to Declaration, the Third

Amendment to Declaration, the Fourth Amendment to Declaration, the Fifth Amendment to Declaration, the Sixth Amendment to Declaration, the Seventh Amendment to Declaration, the Eighth Amendment to Declaration, the Ninth Amendment to Declaration, the Tenth Amendment to Declaration, the Eleventh Amendment to Declaration, the Twelfth Amendment to Declaration, the Thirteenth Amendment to Declaration, the Fourteenth Amendment to Declaration, the Fifteenth Amendment to Declaration, the Sixteenth Amendment to Declaration, the Seventeenth Amendment to Declaration, the Eighteenth Amendment to Declaration, the Nineteenth Supplemental Declaration, the Twentieth Supplemental Declaration, the Twenty-First Supplemental Declaration and in this Supplemental Declaration on such basis is 1/200 expressed as a fractional basis.

4. Common Elements. All portions of Added Lots other than the Units are Common Elements of the Condominium. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Section 515B.2-102(d) and (f) of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units.

5. Applicability of Provisions of Declaration. All of the terms, covenants, restrictions and conditions created in the Declaration, as amended and supplemented, as applicable to the Real Estate are hereby extended to, and shall be deemed to apply to the Added Lots, including but not limited to all restrictions contained in the Declaration affecting the use, occupancy, and alienation of Units. Pursuant to Section 515B.2-110 (e) of the Act, the location and dimensions of the remaining portion of the Additional Real Estate Parcels described in Section 8 of the Declaration are shown on the Twenty-First Supplemental CIC Plat.

6. Period of Declarant Control. The period of Declarant Control has terminated.

7. Definition of Terms. As used in this Supplemental Declaration, any words or terms defined in the Act shall have the meaning there ascribed to them, and any words or terms defined in the Declaration, to the extent not defined in the Act, shall have the meaning ascribed in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to Declaration to be executed the date and year first above written.

THE ROTTLUND COMPANY, INC., a Minnesota corporation

By: 
Its: Executive Vice President

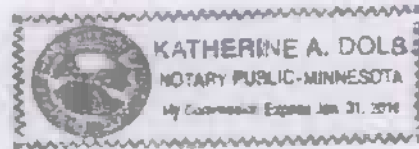
STATE OF MINNESOTA)
)SS
COUNTY OF RAMSEY)

On this 10th day of July, 2006, before me, a Notary Public within and for said County, personally appeared Todd M. Stutz, the Executive Vice President of The Rottlund Company, Inc., a Minnesota corporation, who acknowledged the foregoing instrument to be the free act and deed of said corporation.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BARNA, GUZY & STEFFEN, LTD. (AMS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Minneapolis, MN 55433
(763) 780-8500




325402_1

STATE OF MINNESOTA


AFFIDAVIT OF SERVICE BY MAIL

COUNTY OF RAMSEY

Deb Ridgeway, of the City of Roseville, County of Ramsey, State of Minnesota, being duly sworn, says that on May 10, 2006, she served the attached Notice of Declarant's Intention to Add Additional Real Estate to Common Interest Community Number 53, a Condominium, Clover Ridge Village Condominium, by mailing to Duane Bickett, President of Clover Ridge Village Condominium Association, a copy thereof, enclosed in an envelope, postage prepaid, and by depositing the same in the Post Office at Roseville, Minnesota directed to said person at 2144 Stahlke Way, Chaska, MN 55318.


Deb Ridgeway

Subscribed and sworn to before
me this 10th day of May, 2006.


Katherine A. Dolb
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:
Barna, Guzy & Steffen, Ltd. (ANS)
400 Northtown Financial Plaza
200 Coon Rapids Boulevard N.W.
Minneapolis, MN 55433
Telephone: (763) 780-8500

Rules and Regulations
Clover Ridge

April 10, 2013

Clover Ridge Village Condominiums
Chaska, MN 55318

RE: Deck Staining/Repairs

Dear Clover Ridge Village Homeowner;

In 2013, to preserve the integrity of the Association, homeowners are required to make any necessary repairs and staining of their decks in accordance with the Rules and Regulations. Please ensure a natural tone stain is used. This is a homeowner responsibility as listed on the Maintenance Responsibility Guide.

If the necessary repairs/improvements are not completed by 2014, the Association will have them done at the homeowner's expense. If you feel your deck is already in accordance with the Rules and Regulations and you have already made repairs, you will need to check with the Board to verify you are in compliance.

Should you have any questions or concerns, please feel free to contact me at 952-253-4961 or via email at tmaass@gassen.com. Thank you in advance for your anticipated cooperation.

Sincerely,

FOR THE BOARD OF DIRECTORS



Terry Maass
Portfolio Director
Gassen Companies

RULES AND REGULATIONS
CLOVER RIDGE VILLAGE CONDOMINIUM
ASSOCIATION

CHASKA, Minnesota 55318

July 1, 2012

Article III, Section 4a By laws of Clover Ridge Village Condominium Association

Section 4. General Powers. The Board of Directors shall manage the property, affairs, and business of the Association. Specifically, and without limiting the generality of the foregoing, the Board of Directors shall have the power to:

- a. Adopt and publish administrative rules and regulations governing the operation and the use of the Common Elements, the use and occupancy of the Units and the personal conduct of the members and their tenants and guests thereon and therein, parking, matters of aesthetics affecting the Condominium or any part thereof and such other matters as are necessary or desirable to the harmonious use and enjoyment of the Condominium by the Unit Owners, copies of all of which rules and regulations shall be made available to all Unit Owners.

Place with your Condominium Documents. These Rules & Regulations supersede any previous Rules and Regulations

CLOVER RIDGE VILLAGE CONDOMINIUM ASSOCIATION

Common Interest Community Number 53

RULES AND REGULATIONS

INTRODUCTION

It is the goal of the Rules and Regulations to provide reasonable guidelines for the residents/owners of Clover Ridge Village Condominium Association, so that the highest quality of residential living can be attained.

All previous Rules and Regulations are superseded by the Rules and Regulations set forth in this document. They have been established for the benefit of all residents/owners. Please take the time to familiarize yourself with them.

Members are responsible for compliance with the Rules and Regulations by their family, guests, visitors and lessees brought to Clover Ridge Village. Questions regarding these Rule and Regulations or other management matters should be directed to the Management Company contracted by the Association Board of Directors.

GENERAL RULES

1. Residents/owners are personally responsible and liable for any damage to the buildings or common areas caused by the resident/owner or his/her guest.
2. Pursuant to the Declarations, no property within the Association shall be used for business or commercial purposes.
3. Personal property shall not be left unattended in any common areas. (Refer to Clover Ridge Village Condominium Declaration, Section 4 J).
4. Residents/owners and their family, guests, visitors and lessees, shall not engage in any activities that violate the rights of other residents to a quiet environment.
5. All Common Areas will be considered as quiet areas.
6. Common Areas are all areas outside the individual unit, excluding patios, decks and driveways.

7. Unauthorized activities include use of the Common Area as a playground, ball field, or soccer field. Any organized activity requires prior Board approval.
8. Owners shall not alter the appearance of buildings, walkways, facilities, grounds, or other common areas without prior written approval from the Board of Directors.
9. Owners may replace plants of the same type with prior Board approval. The Association will reimburse the homeowner for the cost of the materials used.
10. Specification for approved storm doors is maintained by the Management Company. Installation requires submission of an Exterior Improvement Form to the Management Company.
11. Seasonal decorations are permitted but must be removed within 30 days following the holiday, i.e. Halloween, Christmas, etc.
12. Speeds through the private streets of the Association are limited to fifteen (15) miles per hour for the safety of ALL residents. The speed limit on the public streets is established by the City of Chaska.
13. No sheets, blankets, or other similar articles may be used as window treatment after 60 days from the homeowners move in date.
14. Installation of equipment and/or fixtures outside of the unit requires prior Board approval. (Association Declaration: Section 4 G).
15. Bird feeders or feeding trays are not to be attached to buildings, fences or trees. Freestanding feeders are allowed within patio and rock areas. Homeowners are responsible for weeding and clean up due to the bird seed.
16. Decks and stairs are to be treated with clear coating. Maintenance of the decks and steps is the Homeowners responsibility as listed on the Maintenance Responsibility List.

GRILLS

1. Residents/owners may use barbecue grills provided the grills are placed three (3) feet or more from buildings, fences, deck rails or any combustible materials.

2. Charcoal grills are permitted only on patios and driveways if at least ten (10) feet from buildings/structures. Grills must be stored when not in use.
3. Charcoal grills are prohibited on decks per the Chaska Fire Department.
4. Smoker grills are not permitted.
5. Grilling inside garages is prohibited.
6. Propane tanks are authorized only for grilling, and are not to exceed 15 pound containers. Two (2) is the maximum number that may be stored in the garage.
7. Damages to any portion of the Condominium from the use of grills will be repaired at the discretion of the Board of Directors and the costs of repair will be assessed to the responsible owner (i.e. melted or discolored siding).
8. Ordinances of the City of Chaska regarding recreational fires (pits and chimneys) are to be followed.

GARAGES

1. Residents/owners shall not bring or store in their homes or garages any explosive, noxious or flammable substance.
2. Garage door are to be kept closed except when a resident/owner is in the immediate vicinity of the garage, driveway or patio. This will enhance the neighborhood appearance, prevent unauthorized entrances, and prevent nuisances caused by animals attracted to garbage cans.
3. Garages are to be used for the purpose of parking the resident's/owner's vehicles. Maintenance and repair of vehicles may be undertaken in the garage if they are not of a potentially dangerous nature and are not a disturbance to neighbors.
4. Exterior lighting
 - a. Residents/owners are responsible for replacing light bulbs.
 - b. Bulbs must be fully operational and not unscrewed.
 - c. Bulbs used must be white or clear and wattage as required by the manufacturer.

OUTSIDE PARKING

1. Parking is limited to the residents/owners/ driveway or garage. Residents/owners may NOT park their vehicles in guest parking facilities. If a resident's/owner's vehicle is parked in guest parking spots, the vehicle will be subject to being towed without notice at the resident's/owner's expense.
2. Guest Parking is located on all stub streets and streets within the community, i.e. Stahlke Way, Wellens, Siefert, and Braunworth.
3. Parking is prohibited in front of driveways and in fire lanes. Residents are encouraged to contact Chaska Police on fire lane violations.
4. Any abandoned vehicle will be towed at its owner's expense. Vehicles considered abandoned are those left in guest parking or in driveways that are in non working condition and not properly licensed
5. Residents'/owners' bicycles and motorcycles must be parked in the residents'/owners' garage or driveway, and shall not be parked or stored in common areas or patios.
6. Boats, snowmobiles, trailers, camping trailers, camping vehicles, recreational vehicles, or junk cars shall not be parked or stored anywhere on condominium property. This includes driveways.
7. No commercial vehicles shall be allowed to park overnight unless on Board approved business. This is any vehicle weighing over 2 tons.
8. The Board maintains the authority to remove vehicles or recreational equipment not in compliance with the Rules and Regulations by towing at the expense of the owner of the vehicle or equipment.
9. All vehicles must be moved from drives and parking spaces following snowfalls exceeding 1.5 inches to allow for snow plowing services.
10. Resident/owner is responsible for snow removal underneath and around parked cars.
11. Residents/Owners are asked to park their cars inside the garage whenever possible.

DRIVEWAYS

1. Oil drips on a driveway shall be washed off by the resident/owner.

2. The owner is responsible for the costs of repairs and replacement of damaged driveways due to oil, gas or other materials dripping onto the driveway.
3. The Association will contract for driveway repairs and assess the owner for the costs.
4. The Association will contract for seal coating to be applied to each driveway on an as needed basis. Driveways are generally seal coated every 3 years.
5. To keep a uniform look to the Condominium, an owner is not permitted to apply seal coating.

PETS

1. Residents/owners shall be permitted to have no more than one dog or one cat and the weight shall not exceed 30 pounds. Homeowners must comply with all state laws, local laws, and ordinances relating to ownership of their pets.
2. All pets must be licensed by the City of Chaska, and registered with the Association office. The registration will include license number and Veterinarian's name and phone number. Failure to register the pet will cause an extra Association assessment and possible City fine.
3. Residents/owners with pets are responsible for caring for their pets in such a way as to keep them from becoming nuisance to other residents/owners. Dog barking on the property is to be strictly controlled by the dog's owner.
4. Pets shall be on a leash with their owner at all times when they are outside their owner's unit.
5. Tethering of pets is not permitted.
6. Pets must be quartered inside the resident's/owner's home. Other quarters, such as dog runs or doghouses outside of the home are not permitted.
7. Pet owners shall be responsible for cleaning up after their pets every time the pets are outside their owner's unit. Failure to promptly clean up after a pet will subject the pet's owner to an assessment from the association for the cost of such clean up.

8. The cost of repair for pet damage to landscaping, sod or buildings will be assessed to the owner by the association.
9. The Animal Control Number for the City of Chaska is 952-448-4200. Violations should be reported to the City.

SNOW REMOVAL

1. During winter months snow may build up on roof surfaces. If this snow is allowed to remain during alternate freezing and thawing conditions, ice is likely to build up near the eaves of the roof. The Association will monitor these areas and perform regular maintenance by removing snow from the roof, and roof valleys when needed.
2. **Homeowners will be responsible for the following:**
 - a. Snow removal for less than 1.5 inches of snowfall
 - b. Snow removal from patios and decks
 - c. Use of sand and/or de-icer materials as necessary for ice accumulations on driveway, steps, walkways and garage aprons
 - d. Snow removal underneath and around parked cars
 - e. Snow removal from walkways caused by clearing patios/decks
3. Snow plows are not required to return for driveway clean up once plowing has been completed.
4. Use good judgment when parking cars. Do not park in areas where snow must be pushed and observe Association parking regulations.

SIGNAGE

1. Signs are not permitted with the exception of For Sale or lease signs.
2. For Sale Signs may be displayed provided that they are no more than three by three feet in dimension.
3. Due to damages caused to the lawns, signs that penetrate the ground are prohibited. 4 x 4 Posts are not permitted.
4. Signs are not to be placed in the mowing areas.

SATELLITE DISHES

1. Installation requires completion of the Satellite Dish Installation Maintenance & Hold Harmless Agreement form for Board approval prior to the Installation.
2. Specification for each housing style must be adhered to. These are specified on the form.
3. Homeowners are responsible for all costs and liability incurred during the installation including damage to Common Property.
4. Any maintenance costs are the homeowners responsibility
5. If maintenance requires the temporary removal of the satellite dish the Association will give homeowners 10 days. written notice.
6. The contractor installing the satellite dish, must be licensed and insured to do the installation, and provide the Management Company proof of proper insurance before installation.
7. If the dish is removed, the homeowner must restore the unit to its original condition.

TRASH

1. Trash, garbage and other waste shall be kept in covered sanitary containers. Containers are to be kept in the garage all times except on pick-up day. Containers are to be returned to the garage as soon as possible after being emptied.

SALES

1. Owners shall inform the Management Company of a contemplated sale in order that the proper resale disclosure documents can be prepared.
2. The Management Company will provide a prospective buyer or their agent with any and all information required in the Homeowner's disclosure statement.
3. The Management Company reserves the right to charge a reasonable fee for written materials provided to a prospective buyer or their agent.

4. Owners are responsible for any unpaid association dues or assessments at the time of closing.
5. Owners shall inform Real Estate agents of the Condominium Documents, Rules and Regulations and the Maintenance Responsibility List when listing their unit for sale.

RENTAL

1. Residents/owners must comply with rental regulations set forth in the Association Declarations. (Section 3c)
2. Owners shall inform the Management Company of the rental of a unit.
3. The owner shall include the Crime Free Lease Addendum to all leases.
4. Owners are responsible for association dues and assessments.
5. Owners are responsible to provide prospective renters with copies of the Condominium Documents, the Rules and Regulations and the Maintenance Responsibility List.

LATE FEES

1. A late fee of \$25.00 will be assessed if the monthly payment is not received within fifteen days of the payment date.

FINES

The Board of Directors has the authority to levy fines for violation of Rules and Regulations and/or the documents governing Clover Ridge Village Condominium Association.

Violation of any of the Rules and Regulations or Condominium Documents set forth in this document is subject to the following:

First Violation

Homeowners shall have ten days following receipt of written warning in which to correct the violation or file an appeal with the management company. A first violation shall be treated as a second violation if the homeowner fails to amend the violation or submit an appeal within ten days.

Second Violation

Homeowners will be assessed a \$25 fine for the following:

1. Repeat violation of an operating policy within six (6) months after receiving a first violation warning for the same violation.
2. A first violation which is not corrected within ten days following receipt of a written warning.
3. A first violation which is not corrected within ten days of an appeal decision.

Third Violation

Homeowners will be assessed a \$50 fine for the following:

1. Repeat violation of an operating policy within six (6) months after being assessed a fine for a second violation.
2. A second violation which is not corrected within ten days of an appeal decision.

Fourth Violation

Homeowners will be assessed a \$100 fine for a repeat violation of an operating policy within six (6) months after being assessed a fine for a third violation. The homeowner will be required to appear before the Board at their next regularly scheduled meeting to discuss this violation. Failure to appear before the Board will result in an additional \$100 fine as well as a \$5 per day assessment until the homeowner corrects the violation.

Appeal Process

Following receipt of a written warning, homeowners have ten days in which to file a written appeal with the Board. The appeal must contain all facts to be considered and must be postmarked within the ten-day period. Homeowners who fail to file an appeal within ten days forfeit the right to appeal and will be assessed the appropriate fine.



Lindon Reber Insurance Agency, Inc.
683 Bielenberg Dr #106
Woodbury, MN 55125 Office: 651-738-4811 Fax: 651-738-0058
Email: Ireber@amfam.com

Clover Ridge Village Townhome Association Insurance
Professionally Managed by Gassen Companies 952-922-5575

February 27, 2012 – February 27, 2013

The Clover Ridge Village Townhome Association has elected to renew their Master Policy with American Family Insurance. It is important for all homeowners to know the limits of the association's insurance coverage so each homeowner can arrange their own insurance (commonly called HO-6) to avoid coverage gaps.

Building Coverage:

Your association has a “**special form**” blanket policy on all buildings. It is written on a “**Modified original specifications**” basis per your governing documents. All portions of the buildings are covered **EXCEPT** for the following: carpeting, floor coverings, drapes, wallcoverings, blinds, appliances, (other than water heater and furnace) and improvements or betterments per governing documents. Also, not covered is personal property such as, but not limited to, furniture, clothes, vehicles and valuable papers. **Homeowners are responsible for insuring all personal property.** There is no coverage under the master policy for liability other than for common areas.

Please note: All unit owners are responsible for covering their own carpeting and floor coverings per the association governing documents.

Deductible: Under this policy a homeowner may be responsible for paying the **\$5,000** deductible. Most HO-6 policies may cover a portion of the deductible expense but you may need to ask for the coverage.

Certificate of Insurance: If you are in need of a Certificate of Insurance for your current mortgage company or you are refinancing, please give our office a call at 651-738-4811.

Claims Procedure: Please contact your association's manager in the event of any loss that may be covered by the Association's Master Policy. You should also notify the agent for your HO-6 policy.

If you rent your unit to others, you should purchase a Businessowner's policy to cover Real Property and potential Loss Assessment at the amounts recommended above. As the unit owner, you are still responsible for covering these gaps in coverage.

It is very important for you to bring this letter to your HO-6 agent to make sure that you obtain the proper coverage. If you do not have an HO6 policy or are unsure of your coverage's please contact us and we can assist you.

APPENDIX "D"

Common Interest Community Number 53

Clover Ridge Village Condominium

RULES AND REGULATIONS

GENERAL RULES

1. All guests must be accompanied by a resident/owner.
2. Residents/owners are personally responsible and liable for any damage to the buildings or common areas caused by any resident/owner or his guests.
3. Residents/owners are to leave all areas and facilities used in an orderly condition.
4. Residents/owners may use gas or electric barbecue grills, provided the grills are placed 5 feet or more from the buildings, fences, deck rail or any combustible materials. Charcoal grills are prohibited.
5. Personal property shall not be left unattended in any common areas.
6. For the safety of all residents/owners, please limit driving speeds through the complex private streets to ten (10) miles per hour. The speed limit on the public streets is established by the City.

GARAGES

1. Residents/owners are prohibited from using or storing any of the following items in the garages:
 - a. Flammable materials and liquids, except in government approved containers.
 - b. Combustible or explosive materials.
 - c. Materials identified with hazardous labels.
 - d. Compressed gases.
2. Garage doors shall be kept closed when garages are not in use.
3. Garages are to be used for the purpose of parking the resident's/owner's vehicles. Maintenance and repair of vehicles may be undertaken in the garage if they are not of a potentially dangerous nature and are not a disturbance to neighbors.

OUTSIDE PARKING

1. Parking is limited to your driveway or garage only. Residents/owners may not park their cars in guest parking facilities. If a resident's/owner's car is parked in guest parking spots, the vehicle will be subject to being towed without notice at the resident's/owner's expense.
2. Parking is prohibited in front of driveways and in fire lanes.
3. Any abandoned vehicle will be towed at its owner's expense, without prior notice to the owner. No vehicle repairs will be permitted on the Association property except as may be permitted by the Board of Directors in writing.
4. Boats and/or recreational equipment of any kind, including, without limitation, tractor trailers, other trailers of all types, recreational vehicles, motor homes, trucks in excess of one ton, bicycles, motorcycles, boats, all terrain vehicles and snowmobiles, are not allowed to be parked or stored on the Association property at any time.
5. The Board maintains the authority to remove vehicles or recreational equipment not in compliance with the Rules and Regulations by towing at the expense of the owner of the vehicle or equipment.
6. All cars must be moved from drives and parking spaces following snowfalls exceeding 2 inches to allow for snow plowing services. Resident/owner is responsible for snow removal underneath and around parked cars.
7. Residents/Owners are asked to park their cars inside the garage whenever possible.

PETS

1. Residents/owners shall be permitted to have no more than two (2) dogs, one (1) dog and one (1) cat or two (2) cats per unit provided that no animal shall weigh more than seventy (70) pounds. Small birds and fish shall also be allowed. All pets are to be housed and maintained within the residents/owners home except when under the direct control of their owner.
2. Those residents/owners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other residents/owners. Dog barking on the property is to be strictly controlled by the dog's owner.
3. Pets shall be on a leash with their owner at all times when they are outside their owner's unit.
4. Pet owners shall be responsible for cleaning up after their pets every time the pets are outside their owner's unit. Failure to promptly clean up after a pet will subject the pet's owner to an assessment from the association for the cost of such clean up. Pet owners are responsible for

reimbursing the Association and other offended parties for damage to landscaping and/or buildings caused by their pet.

5. Pets must be quartered inside the owner's home. Other quarters, such as dog runs or doghouses outside of the home are not permitted.
6. Tethering or leashing of pets to a bush, tree, gaspipe or building structure is not allowed.
7. All pets must be licensed with the City government and registered with the Association office. The registration will include license number and Veterinarian's name and phone number. Failure to register the pet will cause an extra association assessment and possible City fines.

SNOW REMOVAL

1. During winter months, unless removed, snow may build up on roof surfaces. If this snow is allowed to remain during alternate freezing and thawing conditions, ice is likely to build up near the eaves of the roof, causing a damming effect to water at this area. In order to prevent this phenomenon, it is essential that the Association perform regular maintenance by removing snow from the roof, especially in the roof valleys.
2. **Homeowners will be responsible for the following:**
 - a. Snow removal for less than 2 inches of snowfall.
 - b. Snow removal from patios and decks, if any.
 - c. Ice accumulations on drives, steps, walkways and garage aprons caused by drainage.
 - d. The use of de-icer materials as is necessary.
 - e. Snow removal underneath and around parked cars.
 - f. Snow removal from walkways caused by clearing patios or decks, if any.
3. Use good judgment when parking cars. Please do not park in areas where snow must be pushed and observe the Association parking regulations.

LATE FEES

1. A late fee of \$25.00 will be assessed if monthly payment is not received within the month it is due.

TRASH

1. Trash, garbage, and other waste shall be kept only in covered sanitary containers, and shall be disposed of in a clean and sanitary manner. Containers are to be kept in the garage at all times except on pick-up day. Containers are to be returned to the garage as soon as possible after being emptied.

**CLOVER RIDGE VILLAGE CONDOMINIUM ASSOCIATION
PLYMOUTH, MINNESOTA**

INSURANCE DEDUCTIBLE POLICY AND HANDLING OF CLAIMS

The Board of Directors has adopted the following policies concerning the payment of the \$1000.00 deductible on the master association policy:

1. The deductible on the Association's policy will be paid by the Association in the event of any claim caused by an act of God or an unknown source which has created damage in the common areas, or to any unit.
2. The deductible will be paid by the owner when the cause of the claim is caused by the owner, his guests or lessee due to negligence in his home or garage.

Claims on the Association Policy will be handled in the following manner:

1. An owner is to inform the Insurance Agent and Association Manager immediately in the event of an insurable loss.
2. The Insurance Agent will contact the owner and will help the owner complete the loss report and inform the owner of all action he/she will need to undertake.
3. The Insurance Agent will review the "Proof of Loss" form, and it will be submitted for payment to the Association as Trustee of the Policy.
4. All bills for work completed in accordance with the "Proof of Loss" claim is to be sent to the homeowner or association for payment as applicable.
5. On homeowner claims, the Association will endorse the insurance check over to the homeowner along with an association check for the agreed upon amount per this policy.

Agent: Acordia
Carrier: Auto Owners Insurance
Address: 4300 MarketPointe Drive, Suite 600
Bloomington, MN 55435
(952) 830-3000

**CLOVER FIELD
DECLARATION OF DEVELOPMENT STANDARDS, COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, Chaska Investment Limited Partnership, a Minnesota limited partnership, is the fee owner of the land lying and being in the area known as "Jonathan" in the County of Carver and State of Minnesota, described on Exhibit A attached hereto (hereinafter the "Property").

WHEREAS, The Jonathan Association is a non-profit homeowner association within Jonathan; and

WHEREAS, Chaska Investment Limited Partnership and The Jonathan Association, desire to impose certain development standards, covenants, conditions and restrictions on the Property; and

WHEREAS, the Property is encumbered by a mortgage;

NOW, THEREFORE, Chaska Investment Limited Partnership and The Jonathan Association do hereby declare that the Property shall be held, sold and conveyed subject to the following easements, development standards, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I.

DEFINITIONS

Section 1.01. "Association" shall mean and refer to The Jonathan Association, its successors and assigns.

Section 1.02. "Developer" shall mean and refer to Chaska Investment Limited Partnership

Section 1.03. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Property or any portion thereof subject to the Declaration, but shall not mean or refer to the mortgagee of any such property unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within which the fee owner may redeem from such foreclosure has terminated. Where any such property is being sold to a contract vendee who is entitled to possession of the property, the contract vendee and not the vendor shall be considered the "Owner" of the property upon the furnishing of a copy of the executed Contract for Deed to the Association.

Section 1.04. "Property" shall mean all of the real property submitted to this Declaration as described on Exhibit A, including the Dwellings and all other structures and improvements located thereon.

Section 1.05. "Common Properties" shall mean all real property (including the improvements thereto) owned or to be owned by the Association for the common use and enjoyment of the Owners.

Section 1.06. "Lot" shall mean and refer to any plot of land, including a unit within a Common Interest Community, upon which a Dwelling is located or intended to be located as shown upon any recorded subdivision map of the Property or CIC plat (Common Interest Community plat).

Section 1.07. "Declaration" shall mean and refer to this Declaration and other declarations that at any time or from time to time may effect all or any part of the Property as the same may be amended from time to time as therein and herein provided.

Section 1.08. "Members" shall mean and refer to the Owners herein and those persons entitled to membership in the Association as provided in the Declarations.

Section 1.09. "Standards" or "Criteria for Standards" is defined to include the following goals, limitations, guidelines and criteria:

- (a) to protect the Owners against improper use of surrounding property as will depreciate the value of their property;
- (b) to guard against the erection of structures built of improper or unsuitable materials;
- (c) to insure adequate and reasonable development of the Property;
- (d) to encourage the erection of attractive buildings appropriately located to foster a harmonious appearance and function;
- (e) to ensure compatibility with existing structures;
- (f) to ensure appropriateness of any structure, exterior design, construction materials, size of improvement, or color scheme thereof;
- (g) set backs and off-street parking as specified in this Declaration;
- (h) all terms and use restrictions contained herein; and

(i) Minimum Building Standards set forth in Section 4.03 of this Declaration.

Section 1.10. "Declarant" shall mean Chaska Investment Limited Partnership or its assigns.

Section 1.11. "Dwelling" shall mean a building or portion thereof, consisting of one or more floors designed and intended for occupancy for residential purposes and located within the boundaries of a Lot. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot or legal description in which the Dwelling is located.

Other terms shall have the meanings attributed to them herein.

ARTICLE II.

PERMITTED USES

Section 2.01. Residential Purpose. No Lot shall be used except for residential purposes. Garages shall have a maximum of three garage stalls.

Section 2.02. Division of Lot. No Lot shall be subdivided or split by any means whatsoever into any greater number of Lots, nor into any parcel or parcels of smaller size without the express written consent of the Association.

Section 2.03. Enjoyment of Property. Any Owner may delegate, in accordance with the By-Laws of the Association his right of enjoyment to the Common Properties to the members of his family, or his tenants.

Section 2.04. Offensive Activities. No noxious or offensive activities shall be conducted on the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or to the Association.

Section 2.05. Compliance. All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska or other governmental agencies. Said regulations shall govern if inconsistent herewith to the extent actually inconsistent. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said regulations.

Section 2.06. Signage. No sign shall be placed on the Property, except political campaign signs, or one normal rental or "for sale" sign.

Section 2.07. Animals. No birds, animals or insects shall be kept on the Property except dogs, cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 2.08. Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on the Property at any time as a residence, either temporarily or permanently.

Section 2.09. Exterior Antenna. Unless required to be permitted by regulations promulgated by the Federal Communication Commission, no exterior tower or exterior antenna of any kind shall be constructed, maintained, or permitted to remain on the Property. Exterior satellite dishes shall be allowed if in compliance with the Association satellite policy in place at the time the satellite dish is installed. The Association may

modify its exterior tower/exterior antenna/satellite dish policy by a two-thirds vote of the Board of Directors.

Section 2.10. Objectionable Trees. No objectionable trees or shrubbery, such as cottonwood and box elder trees, shall be planted or permitted to remain on the Property.

Section 2.11. Utility Meters. All utility meters, located on the exterior of a building, shall be concealed from view from off the Lot or architecturally treated to blend with a building.

Section 2.12. Receptacles. No trash or debris shall be left on any portion of the Property except in approved containers. No trash receptacles, or incinerators, or garbage cans shall be located outside of a building unless completely screened from view.

Section 2.13. Utilities. All buildings shall be served by underground utility distribution facilities. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities.

Section 2.14. Parking. Unless modified by written policy of the Association through a two-thirds vote of the Association Board of Directors, the following storage and parking restrictions apply upon the Property:

- (a) The storage or parking of "Winter Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from November 1 through March 31.
- (b) The storage or parking of "Summer Season" vehicles is only allowed upon the driveway of the Lot and is only allowed from April 1 through November 1.
- (c) The storage or parking of "All Season" vehicles is only allowed upon the driveway of the Lot and is allowed all year.

For purposes of this section, the following definitions apply:

- (a) "Winter Season" vehicles are defined as snowmobiles and any trailer upon which they are stored or transported.
- (b) "Summer Season" vehicles are defined as all boats (motorized or non-motorized including sailboats, pontoon boats and houseboats), canoes, rafts, surfboards, windsurfers, jet skis, go carts, campers, trailer homes, and any trailers upon which the above are stored or transported.
- (c) "All Season" vehicles are defined as vans less than twenty (20) feet in length.

In addition, no abandoned vehicles shall be parked on any Lot or appurtenant street for a period longer than three (3) consecutive days. For purpose of this restriction, an automobile, van, motorcycle or other motor vehicle which is parked in the same location without use for more than seventy-two (72) consecutive hours shall be presumed to be an abandoned vehicle. No vehicle twenty feet or more in length shall be parked on any lot or appurtenant street at any time.

Section 2.15. Home Industry. No profession or home industry shall be conducted in or on any Lot without the specific written approval of the Association, which, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Association to be compatible with a high quality residential neighborhood.

ARTICLE III.

REQUIRED YARDS AND LOT MAINTENANCE

Section 3.01. Outside Storage. Outside storage of any items shall not be allowed unless screened from view by enclosures so as to effectively screen such storage from view. The design of such screened enclosure must have prior written approval by the Association.

Section 3.02. Fences, Animal Enclosures and Storage Structures. Fences are allowed if approved by the Developer and the Association as part of the original construction of the dwellings on the property. No fence may be added, modified or expanded after the Certificate of Occupancy has issued for the affected lot. No animal enclosure, or storage structure shall be erected on the Property. The Association may modify its prohibition/control of fences, animal enclosures and storage structures by a two-thirds vote of the Board of Directors. If the Association does modify its policies controlling fences, animal enclosures and storage structures, such approval or the refusal to grant approval shall be based upon the written policy of the Association in existence at the time of the written application for such approval.

Section 3.03. Maintenance.

- (a) Maintenance of the Lot. The Lot and improvements thereon shall be maintained in a state of good order and repair by the Owner thereof or the association to which Owner belongs. In the event any Owner of a Lot, entitled and required to belong to the Association or the association to which Owner belongs, shall fail to maintain the Lot and improvements, the Board of Directors of the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot to repair, maintain, and restore the Lot and the

exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

- (b) Maintenance of the Common Properties. The Association shall provide for all maintenance and repair of the Common Properties.

ARTICLE IV.

PLAN APPROVAL

Section 4.01. Once the initial Certificate of Occupancy is issued by the City of Chaska, Minnesota for the initial Dwelling, no future building or improvements shall be commenced, erected, placed or substantially altered on the exterior nor any substantial landscape work done on any Lot until the building or other alteration plans, specifications, including elevations and architect's rendering, a plat showing the location of the approval on the particular Lot, including general landscape plans; are submitted to and approved in writing by the Association as to fulfilling the purposes and Criteria for Standards herein contained. All future changes in exterior paint color/ exterior siding color must also receive prior Association approval. Provided, however, that the Association shall not be liable to anyone in damages who has submitted plans for approval or to any landowner by reason of mistake in judgment, negligence, or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plans. Likewise anyone so submitting plans to the Association, for approval, by submitting such plans, and any person when he becomes an Owner agrees that he or it will not bring any action or suit to recover for any such damages against the Association. The Association shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided,

however, that failure to meet (i) the Criteria for Standards, (ii) the standards contained herein, (iii) standards as to plans required to be submitted, (iv) standards as to compatibility with existing structures, and (v) standards of appropriateness of any structure, exterior design, construction materials, size of improvements, or color scheme thereof, shall be grounds for the Association's reasonable disapproval of any such plans. Failure of the Association to send written notice of disapproval of any plans within sixty (60) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon approval of plans by the Association, be carried on with dispatch and completed within one (1) year from initiation. Upon completion thereof, the Lot shall be promptly landscaped.

Section 4.02. All improvements shall be constructed in conformity with this Declaration, the then existing building codes and other applicable codes, ordinances and regulations of the City of Chaska.

Section 4.03. Minimum Building Standards.

- (a) Structures erected or placed on any Lot must be in harmony with the residence in respect to workmanship, materials and external design.
- (b) No structure shall be erected or placed nearer to the front lot line, or nearer to a side street line, or nearer to the rear lot line than permitted by the City of Chaska as of the date hereof. For the purpose of this restriction, eaves, steps and open porches shall not be considered a part of a Dwelling; provided, however, that this shall not be construed to permit any portion of the Dwelling on any Lot to encroach upon other residential Lots.
- (c) The entire Lot area between rear lot line and the public street shall be seeded or sodded within sixty (60) days of occupancy, or in the event of inclement weather, as soon thereafter as reasonably possible.

ARTICLE V.

MEMBERSHIP AND VARIOUS RIGHTS IN THE ASSOCIATION

Section 5.01. Each Owner shall be a member of the Association and shall be entitled to one vote for each Lot owned, and Owners of multiple Dwellings (property with more than one Dwelling thereon) shall be entitled to one vote for each rental unit. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to each Lot. Said Association shall also have as members other landowners, in the Jonathan Development. For the purpose hereof, an owner of a single townhouse unit or condominium unit shall be considered to be a single family residential Lot Owner. Provided, however, that on any vote taken on Association business the total votes by Owners of Multiple Dwellings shall not exceed forty-nine percent (49%) of the total votes voted and if necessary each Multiple Dwelling vote shall be appropriately weighted so that the total thereof does not exceed this maximum. On all votes taken in the Association, Multiple Dwelling votes shall be taken and counted separately to effectuate the forty-nine percent (49%) policy set forth above.

Section 5.02. If any of the Property is used as rental property, the Owner must include language in any lease or rental agreement requiring the tenants and occupants to be bound by this Declaration.

ARTICLE VI.

COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

If any structure or improvement is begun after approval of the plans therefor as provided in Article IV hereof and is not completed in accordance with the approved plans within one (1) year after the commencement of said construction the Association, at its sole option, may take such steps as may be necessary in its sole discretion to improve the appearance so as to make the Lot harmonious with other Lots and the amount of any expenditure made in so doing shall be the personal, joint and several obligation of the Owner or Owners of the Lot involved, as the case may be, and shall be a lien on the Property and enforceable as set forth in Article VIII.

ARTICLE VII.

COMMON PROPERTIES

Every Owner and tenants of the Owner occupying a Dwelling shall have a right and easement of enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Properties.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessments on the Owner's Lot remain unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The Association is hereby given the right to establish uniform rules and regulations for the Common Properties.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless assented to by two-thirds (2/3) of the members who are voting in person or by proxy at a meeting or meetings duly called for this purpose. Notice of such

meeting or meetings shall be given and the required quorum shall be determined in the same manner as provided in Section 8.05. The rights of the Association contained in this paragraph (c) shall be in addition to and shall in no way limit the rights granted to the Association in this Article VII.

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

ARTICLE VIII.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 8.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner, for each Lot owned within the Properties, hereby covenants, whether or not it shall be expressed in his or her deed, or contract for deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Notwithstanding anything contained herein to the contrary, the Developer shall not have any liability to the Association or to any other party for any annual assessments or charges and/or special assessments for capital

improvements, it being specifically understood that the annual and special assessments shall not be imposed against any Lot until a Dwelling has been constructed thereon, a certificate of occupancy issued therefor, and such Lot and Dwelling have been sold and conveyed by the Developer to the Owner.

Section 8.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Properties.

Section 8.03. Maximum Annual Assessments. The maximum annual assessment for 2001 shall be \$193.00 per Lot or per rental unit in a Multiple Dwelling.

- (a) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 8.04. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds

(2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8.05. Notice and Quorum for any Action Authorized under Sections 8.03 and 8.04. Written notice of any meeting called for the purpose of taking any action authorized under Section 8.03 or 8.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and rental units and may be collected on a monthly, quarterly, semi-annually or on an annual basis as shall be determined by the Board of Directors of the Association.

Section 8.07. Date of Commencement of Annual Assessments; Due Dates. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The

due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8.08. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. Such assessment, together with interest thereon at eight percent (8%) per annum, plus all costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment was due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

Section 8.09. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX.

ENFORCEMENT

Section 9.01. The Standards set forth herein shall be enforceable by the Association, or any Owner, their successors and assigns, for the maximum period allowed by law and shall be enforceable by the Association, or any Owner, their successors and assigns, by (i) injunctive relief, prohibitive or mandatory, to prevent the breach of or to enforce the performance or observance of these standards, or by (ii) a money judgment for damages by reason of a breach of those standards, (iii) both (i) and (ii), or (iv) foreclosure of any lien authorized herein.

The assessments provided for herein shall be enforceable by the Association by a money judgment against the Owner or Owners responsible therefor or by foreclosure of the lien. A lien for assessments may be foreclosed against a Lot under the laws of this state as if it were a lien under 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 Lot so acquired. The Owner, by the acceptance of any conveyance of any interest in the Lot grants to the Association full authority, including without limitation a power of sale, to accomplish such foreclosure, acquisition and sale, together with the power and right to exercise any other remedy available under the laws of this state governing such foreclosures. The Association shall, in addition, have the right to pursue any other remedy at law or in equity against an Owner who fails to pay any assessment or charge against his Lot. In any action brought by the

Association against an Owner in violation of the covenants, including, but not limited to the recovery of delinquent assessments, the Association shall further be entitled to recover all costs of the action, including without limitation interest on the delinquent amount at the rate of eight percent (8%) per annum and reasonable attorneys' fees.

Section 9.02. The failure of the Association and any Owner, their successors or assigns, to enforce any provisions of the Standards contained herein upon the violation thereof shall in no event be deemed to be a waiver of the rights to do so as to any subsequent violation.

Section 9.03. Invalidation of any of the provisions of these covenants and Standards, whether by court order or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 9.04. Any party to a proceeding who succeeds in enforcing a Standard or lien or enjoining the violation of a Standard against an Owner may be awarded a reasonable attorneys' fee against such Owner and shall be entitled to interest at the rate of eight percent (8%) per annum on any monetary amount awarded from the date such amounts shall be determined to have been payable.

Section 9.05. No violation of any of these standards shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any property subject hereto; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these standards as fully as any other Owner of any Lot subject hereto.

Section 9.06. The Association by a two-thirds (2/3) vote of the Association Board of Directors may grant variances from the strict application of the provisions of the standards set forth whereby reason of extraordinary and exceptional conditions of any property or circumstances the strict application of any standard would result in peculiar and practical difficulties or exceptional or undue hardship upon the Owner of any property, provided any such variance shall meet the Criteria for Standards provided for herein.

IN WITNESS WHEREOF, Chaska Investment Limited Partnership, has caused these presents to be signed by its general partners this 12th day of SEPTEMBER, 2001.

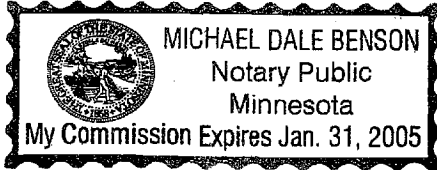
Chaska Investment Limited Partnership,
a Minnesota Limited Partnership,

By: Primac Corporation,
a Minnesota Corporation,
Its Managing General Partner

By: 
Vasco Bernardi, Its President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 12TH day of SEPTEMBER, 2001, by Vasco Bernardi, the President of Primac Corporation, a Minnesota Corporation and the managing general partner of Chaska Investment Limited Partnership, a Minnesota Limited Partnership.



Michael D. Benson
Notary Public

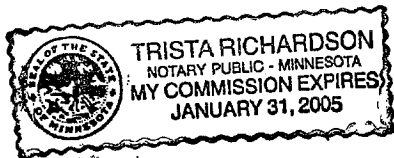
The foregoing standards, covenants and restrictions are hereby approved and accepted by The Jonathan Association.

The Jonathan Association

By: Gregory A. Kummer
Gregory Kummer

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me, a Notary Public, on this 12th day of September, 2001, by Gregory Kummer, the President of The Jonathan Association, on behalf of said association.



Trista Richardson
Notary Public

EXHIBIT "A"

All lots and outlots, except outlot F, within the plat known as
Clover Field, Carver County, Minnesota,

Rules and Regulations

Jonathan The

THE JONATHAN ASSOCIATION ARCHITECTURAL GUIDELINES

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SECTION 1

1. GENERAL INFORMATION

A. Background:

When Jonathan New Town was created, a number of development standards and covenants were established. As Jonathan has evolved from a “New Town” to a Homeowners Association over the last 40 years, these standards and covenants have helped:

1. Achieve harmony between common areas and private homes
2. Provide residents a high quality of life and respect for each other
3. Encourage a sense of pride in ownership of nicely maintained private properties
4. Ensure that homes and yards have a neat and well-kept appearance
5. Guide external property improvements that are neighborhood-compatible

The rules and guidelines have been written in order to further interpret the neighborhood-specific covenants and assist homeowners in meeting the standards. It is the dual responsibility of the Architectural Review Committee (ARC) to both protect and maintain the architectural standards and to oversee the common sense application of the appropriate rules and covenants; while always considering the well-being of all residents.

Architectural Review Committee guidelines were never intended to be misused (i.e. too much or too little emphasis on applying the appropriate standards) with regard to property maintenance. The Jonathan Association Board of Directors enforces the covenants and related ARC policies. Additionally, there is no over-arching ARC general policy that can ever supersede the legal parameters and procedures outlined in each applicable neighborhood-specific Declaration of Covenants. The Declaration(s) of Covenants filed against each Sub Association contain the development standards upon which these guidelines are based.

This package includes the governing guidelines of the ARC and some of the miscellaneous policies. It reflects the attitudes of our community and incorporates the values of all our diverse neighborhoods and the residents therein. Because the guidelines and policies for the Architectural Review Committee cannot possibly anticipate every single future item or issue into perpetuity, some flexibility may also be needed with ARC and Board discretion; and the Association’s Board of Directors has always reserved the right to change stated policies so as to allow variances and flexibility if and as needed; and to do so within the legal parameters and procedures as outlined in the applicable neighborhood-specific Declaration of Covenants. All proposed landscape improvements of a substantial nature must be consistent and in harmony

with the existing surroundings, so as not to create or cause an adverse condition to occur on adjacent properties.

If your proposed project is not listed in this document, contact the Association office to determine if ARC review is necessary. Residents should consult with the Association office before beginning external improvements in order to make sure that the correct standards are met. The Board reserves the right to change ARC guidelines; however, existing improvements which have been completed with previous approval of the ARC (upon which lies all burdens of proof in any dispute between a homeowner and the Association) shall be deemed to comply with all applicable future guidelines. Some homeowners may believe they have a good-faith reliance on a misleading representation (“promissory estoppels”) via action, silence, or acquiescence of material facts by former ARC and Board members in past years. The passing of years and the ever-changing faces of ARC and Jonathan Board members will never remove the Association’s responsibility to promote a high level of property standards AND simultaneously perpetuate a continuity of ARC policies, all within the parameters and procedures outlined in the applicable neighborhood-specific Declaration of Covenants.

B. Explanation of the Architectural Review Committee (ARC):

The ongoing development of each homeowner’s property can enhance or detract from the beauty of both our natural and man-made environment. This Committee has been formed to:

- Respond to questions concerning the residential standards as outlined in the applicable neighborhood-specific Declaration of Covenants
- Aid residents seeking approval of planned exterior property improvements
- Review and approve construction plans and projects
- Serve as a source of informed feedback to the Board of Directors concerning residents’ reactions to existing policies and proposed projects

The ARC should be – and is most responsive when - comprised of Jonathan homeowners with diverse individual backgrounds, who represent a variety of diverse neighborhoods. ARC policies are not intended to unfairly project an overly narrow land-use ideology, nor are they to be used by a few to deny private property enjoyment of the many.

C. Procedure for Obtaining Property Improvement Approval:

1. Obtain the Architectural Guidelines and the Declaration of Covenants legally assigned to your neighborhood from the Association office at 952.448.4700, and familiarize yourself with the requirements or download the documents from the website at www.jonathaninchaska.com.
2. Some items DO NOT require prior approval of the Jonathan Association Architectural Review Committee (ARC) before construction begins, including the following:
 - Playground Equipment (Section 2.B)

- Pre-Formed Plastic Playhouses (Section 2.C)
- Storage Sheds (Section 2.D)
- Paint and Siding home, if selecting a pre-approved color or re-painting house existing color (Section 3)
- Satellite Dishes (Section 7)
- Landscaping (Section 8)
- Use of Tarps (Section 10)
- The Parking / Storage of Vehicles (Section 11) do not require prior approval of ARC as long as the rules governing those items are followed
- Fencing in the Clover Ridge neighborhoods do not need fencing approval contingent on meeting requirements of (Section 5.B.1). Prior approval of fencing projects in all other Jonathan neighborhoods are contingent upon following the procedures outlined in the Declarations of Covenants assigned to each neighborhood, as well as meeting the requirements of (Section 5.B.1).

Some other items, while requiring approval of ARC, do not require attendance at a meeting. Paint & Siding – if not a pre-approved color (Section 3) - and Driveways & Driveway Extensions (Section 4) will not require a site inspection by an ARC member, if plans are properly submitted. Providing a number where you can be reached during the ARC meeting is requested.

Please call the Jonathan Association Office, (952) 448-4700 to ask if your project needs prior approval before you start work, and/or to be placed on the next agenda for ARC.

- The Association may have blueprints or site plans on file in the Association office for your lot that you can use for reference. The ARC may expect a scale drawing of your proposed improvement depending upon what is proposed. Photographs of your lot and dwelling are also very helpful.
- Submit the required information for your type of improvement in order to have your request for approval considered. Only complete applications will be considered. Generally, ARC meets twice a month in warm weather and less often during the winter. An agenda of the meeting will be mailed to you.
- If necessary, a site visit/inspection by a member of the ARC may be necessary.
- Assuming approval is granted, you will generally be given one year to complete the project.
- Should your application be rejected by ARC, you have the right to appeal your case to the Board of Directors of The Jonathan Association.
- After approval, a building permit (if required) must be obtained from the City of Chaska.

D. Philosophy of Architectural Review

- The Declarations of Covenants for each neighborhood and the ARC Guidelines and directives of the Association Board of Directors shall guide the decisions of the ARC.
- All improvements, additions, and structures should be as compatible with the surrounding environment, man-made and natural, as possible. The ARC seeks to preserve the unique community character of Jonathan, without impinging upon individual private property rights.
- No improvement, addition, or other structure to be erected shall create or cause an adverse condition to occur on adjacent properties.
- All structures must have an exterior treatment that is consistent in design and appearance with all elevation views of the structure.
- Additions must match the original dwelling in color and material. Structures (other than building siding) should generally be of natural materials as approved by ARC, and allowed in the applicable neighborhood-specific Declarations of Covenants.
- All landscape improvements of a substantial nature shall be consistent with, and in harmony with the existing and proposed surroundings.
- Once commenced, work on any improvement shall be completed in one year, and shall be completed in full accordance with the plans and specifications approved by ARC.
- Residents are encouraged, when building or where possible, to include adequate space for storage in garages, etc. Storage buildings will be permitted according to the current Jonathan Association policy, and the parameters outlined in the neighborhood-specific Declarations of Covenants.
- Existing improvements which have been completed in accordance with a previous approval of the Architectural Review Committee shall be deemed to comply with these guidelines.
- Comments from neighbors and other Jonathan residents may be solicited by the ARC; however, the input from neighbors will NEVER overrule nor supersede the legal parameters and procedures as outlined in the applicable neighborhood-specific Declarations of Covenants.

SECTION 2

2. STRUCTURES

A. General Restrictions :

Structures which may be constructed on the property are the following: playground equipment, child playhouses, house additions, decks, three and four season porches, covered storage structures, uncovered storage structures, swimming pools, lawn ornaments, permanent barbeque grills, and fences. Any project meeting the below

guidelines may proceed without prior approval of ARC. Members with projects requiring a variance to the guidelines must present plans to ARC prior to commencing construction for review prior to submission to the board for consideration.

All structures are to be as architecturally compatible as possible with the surrounding environment, whether man-made or natural. Additionally:

- Some properties have easements or restrictions which prohibit anything being placed on certain portions of the property. Please consult the applicable neighborhood-specific Declarations of Covenants.
- Some neighborhood-specific Declarations of Covenants ban any structure, with the exception of fences, to be built within side-yard setbacks (e.g. five feet on the garage side and ten feet on the opposite side).
- All structures must be well maintained in appearance.

B. Playground Equipment :

Playground equipment defined as swing sets, slides, and sandboxes must be located in the rear yard. Playground equipment does not require prior approval from ARC for installation as long as the playground equipment meets the general restrictions, including setbacks, in subsection A of this document, and the applicable neighborhood-specific Declarations of Covenants.

C. Playhouses :

ARC approval is required prior to building / placement of a playhouse except that a preformed plastic unit does not require prior ARC approval if it meets the general restrictions, including setbacks, in subsection A of this document, and the applicable neighborhood-specific Declarations of Covenants.

1. One child playhouse is allowed on each site. Playhouses will generally be allowed anywhere in rear yard as long as the general restrictions for structures, including setbacks, in subsection A above are met. A playhouse is not to be used for storage.

Playhouses shall have a maximum side wall height of 5 feet and a maximum footprint not wider than 6 feet, nor longer than 6 feet.

- D. **Storage Structures:** Storage structures are of two types – those with a roof (a covered storage structure) and those without a roof (an uncovered storage structure).

General Restrictions:

1. Each property shall be only allowed one covered or uncovered storage structure in addition to the dwelling unit.
2. The storage structure must follow the parameters of the applicable neighborhood-specific Declarations of Covenants including compatibility, quality of materials and harmonious appearance. As an example only, a barn type storage structure would not be allowed unless the dwelling itself has a barn style architecture.

Covered Storage Structures:

The covered storage structure does not require prior ARC approval if it meets the following general restrictions as described in items 1-4.

1. A storage structure will generally only be allowed in the rear yard area. Based upon an unusual dwelling or site configuration, the storage structure may be allowed in the side yard, but only with ARC approval for side-yard placement.
2. The siding material and siding color must be a reasonable match of the dwelling. Maximum height of peak of roof is 10 feet. The maximum square footage footprint for a covered storage structure is 120 square feet.
3. All covered storage structures must have a roof that is reasonably close to color and pitch of the roof of the dwelling.
4. A deck may be substituted for a covered storage structure if the area under the deck is completely screened with screening materials approved by ARC.

Uncovered Storage Structures:

The uncovered storage structure does not require prior ARC approval if it meets the following general restrictions as described in items 1-6.

1. The uncovered storage structure must be attached to the dwelling or garage, in side or rear yard, or beside a covered structure.
2. The area enclosed shall not exceed 12'x24'.
3. The walls shall have a maximum height of 6 feet. The walls shall have a maximum continuous height off the ground of 6 inches. The walls shall be of a solid screening material on all sides compatible with dwelling siding and color and a matching solid gate. The walls shall have a continuous horizontal cap on

all walls with no protruding spindles or points. The walls must be fastened to corner posts.

4. The floor surface shall be of concrete, blacktop, compacted gravel, or paver brick.
5. No items stored inside may protrude above or out of screen walls.
6. The ARC recommends landscaping on outside of the walls.

SECTION 3

3. PAINT AND SIDING

- A. When a structure is repainted with the identical color of the existing paint color, no prior ARC approval is required.
- B. All structures being painted a different color, or having siding applied, must have ARC approval of the color and/or siding pattern.
- C. The Jonathan standard for dwelling / structure color is earth-tone; trim should be compatible. Many variations of tone are acceptable, but ARC must approve each individual paint or siding color and siding pattern. Roof colors will also be a factor in determining color.

SECTION 4

4. DRIVEWAY / DRIVEWAY EXTENSIONS

A. General Restrictions:

1. A sketch of the lot must be submitted showing the location of the house, garage, existing driveway and planned extension; distances to lot lines must be shown.
2. The sketch should describe the materials used and what will be used to define the border of the extension (timbers, brick, edging, etc.). The sketch should also show any grade changes. If the information provided is complete and the request meets ARC requirements, attendance at an ARC meeting is not necessary.
3. Color of a driveway or driveway extension, if other than normal black of blacktop or white of concrete, must be approved by the Architectural Review Committee.
4. All parking surfaces must be maintained in good condition capable of supporting vehicles to be parked on it. Broken up concrete or blacktop or scattered or rutted gravel must be repaired and re-compacted as necessary.

5. All driveways and driveway extensions must abide by the parameters of the applicable neighborhood-specific Declarations of Covenants, and also meet Chaska City Code.

B. Driveway Extensions:

1. The purpose of a driveway extension is to allow additional off-street parking of cars, trailers, seasonal vehicles such as boats and trailers, snowmobiles and trailers.
2. A driveway extension may have the same hard surface as the driveway or may be constructed of class 5 gravel, or other rock material which can be compacted to support vehicles normally parked on driveways.
3. Grass or weeds growing through gravel parking extension constitutes a lawn. It must either be repaired with new gravel or converted fully to lawn area (which involves seeding and maintenance as a lawn), at which time nothing may be parked on it.

SECTION 5

5. FENCES/WING WALLS/SCREENING

A. General Restrictions:

1. Plans for a fence, wing wall or screen will be approved by the Architectural Review Committee as long as the proposed project(s) are in compliance with the guidelines of (Section 5.B.1) of this document and the specifications outlined in the Declarations of Covenants for the applicable neighborhood. Plans must include a copy of the property survey or sketch showing the location of the dwelling, garage and fence on the property, as well as the color, material and design of the panels or fence units. Homeowners in the Clover Ridge neighborhoods do not need ARC approval when in compliance with the guidelines of (Section 5.B.1). Homeowners in all other Jonathan neighborhoods should consult the applicable neighborhood-specific Declarations of Covenants, in addition to complying with the guidelines of (Section 5.B.1) of this document.
2. All approved fences, wing walls and screens must be completed within one year of approval by ARC.
3. No fence, wing wall or screen may be built within 10 feet of a Jonathan walkway or tot lot. Please consult the applicable neighborhood-specific Declarations of Covenants as some neighborhoods designate fences to be the only structure allowed within property setbacks/perimeters.

4. Fences, wing walls and screens will be evaluated as a part of a comprehensive landscaping plan to minimize any negative impact the entire scope of the landscaping plan might possibly have on adjacent properties. Landscaping plans must be completed, along with any fencing, within one year of commencement of construction.
5. Some neighborhood-specific Declarations of Covenants state that fences, wing walls or screens are the only structure allowed to be built within property setbacks and/or perimeters.
6. Chain link is not allowed except in animal enclosures.
7. Design of any fence, wing wall or screen shall be compatible in design, material, pattern, and color to the dwelling to which it is related.

B. Fences:

The selection of all fence construction materials is restricted in Jonathan. Fence materials are based upon the type of fence you wish to install – privacy fences or decorative fences. Only fence construction materials that meet these rules are allowed.

1. Definitions:

- Privacy fencing is fencing that screens or encloses a portion of your yard.
- Decorative fencing is small fencing (less than 24 inches high) used as a lawn accent feature. Examples of decorative fencing would be small fencing to enclose a garden plot or a short run of split-rail fencing acting as a landscape feature.
- Please be sure to consult the applicable neighborhood-specific Declarations of Covenants for parameters (if any) which apply to the construction of fences in your neighborhood.
- Gates shall match the fence.

Fencing in the Clover Ridge neighborhoods is restricted only by City of Chaska regulations and the following additional requirements:

- Fences shall not exceed 6' in height at any point from the ground level to the top of the fence
- Fences must be constructed of wood, vinyl, plastic, aluminum or wrought iron.
- No fencing is allowed within ten (10) feet of a Jonathan path/trail.
- Review and approval by ARC is not necessary for fencing in these neighborhoods when the above requirements are met.

2. Privacy / Containment Fences:

- a. Fences shall not exceed 6' in height at any point from the ground level to the top of the fence.
- b. Privacy fences must be capped (as opposite to stockade style), and the top of the fence must follow a consistent horizontal line.
- c. Privacy fences must be constructed of wood, vinyl, plastic, aluminum, and wrought iron.

3. Decorative Fences:

Allowable styles/materials are split rail styles (wood or plastic), picket styles (wood or plastic), and wrought iron. Decorative fences are intended to be small accent features only and part of a landscape plan.

4. Wing walls:

Extensions of major or structural walls of a unit, not more than 10 feet beyond its perimeter walls for privacy screens, will be permitted where a need exists (such as between attached town homes with adjoining patios or decks). They should be considered and treated as part of the overall house design and shall be compatible in design material, pattern and color to the house to which they are related.

5. Screening:

A small run of architectural screening (less than 10 feet in length) may be permitted for privacy of entrances and windows. Screening is also allowed for utility meters, satellite dishes and trash receptacles. Such screens shall be considered as part of the overall house design and shall be compatible in design, material, pattern and color to which they are related.

SECTION 6

6. ANIMAL ENCLOSURES

- A. Plans for animal enclosures must abide by the parameters outlined in the applicable neighborhood-specific Declarations of Covenants, and be approved by the ARC prior to construction. Plans must include a copy of the property survey or a sketch showing the location of the house, garage, and animal enclosure on the lot. A picture of sketch of the screening material must be included, along with color and size. All enclosures and screens must be completed within one year of ARC approval.

- B. Animal enclosures will be allowed only when their location and design minimize their physical/aesthetic impact (such as under decks or behind garages in proportions that match the adjoining structure). Animal enclosures are not to exceed 150 square feet in area, unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.
- C. Freestanding animal enclosures are discouraged but may be allowed if located within 3 feet of the house or garage and all other requirements are met, and setback requirements must be met (five feet on garage side and ten feet on opposite side), unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.
- D. Chain link may be allowed in animal enclosures only if the chain link is screened by an approved freestanding wood or vegetative screening. The wood screening must be similar to fencing, with freestanding corner posts and a horizontal cap on all panels. Wood facing may be kept natural or stained or painted with a color that is compatible with house colors. Gates need not be screened. Vegetative screening will be used to help minimize visibility of animal enclosure.
- E. Animal enclosures shall not exceed 6' in height at any point from the ground level to the top of the animal enclosure, unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.

SECTION 7

7. TRASH / TRASH RECEPTACLES

No trash or debris shall be left on any portion of the property except in approved containers. No trash receptacles, or incinerators, or garbage cans shall be located outside of a building unless completely screened from view.

SECTION 8

8. ANTENNAE / SATELLITE DISH POLICY

Antennae of 12 feet in mast height or less and satellite dishes of one meter or less in diameter are allowed in Jonathan without further approval of the Jonathan Architectural Review Committee, except that no antennae or satellite dish shall be built within 10 feet of a Jonathan walkway, tot lot area, city path, or sidewalk; unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.

In addition, no antennae or satellite dish shall be within side yard or rear yard setbacks of ten feet unless such a restriction:

1. Unreasonably delays or prevents installation, maintenance or use
2. Unreasonably increases the cost of installation, maintenance or use
3. Precludes reception of an acceptable quality signal

Antennae greater than 12 feet in mast height and/or satellite dishes greater than one meter in diameter must abide within the parameters as they are outlined in the applicable neighborhood-specific Declarations of Covenants, and also be approved by the Architectural Review Committee for placement and screening. Residents are also encouraged to locate antennae and/or satellite dishes as near to the dwelling as possible and to also landscape the surrounding area if at all possible and/or financially feasible.

SECTION 9

9. LANDSCAPING

- A. Box Elder, Cottonwood and Russian Olive trees are not permitted on properties or as part of a landscape plan.
- B. Any landscaping, garden or other plant material is discouraged within 10 feet of a Jonathan walkway or tot lot. Plantings, rock, or any other landscape materials placed within 10 feet of a Jonathan walkway or tot lot face the possibility of destruction by snow removal, path maintenance or other heavy equipment. Homeowners are advised that the Jonathan Association has no financial liability for the loss of such materials in these locations. In addition, homeowners are strongly encouraged to check with the applicable neighborhood-specific Declarations of Covenants, and the City of Chaska for information concerning easements or other restrictions that may restrict placement on certain portions of the property.

SECTION 10

10. MULTIPLE DWELLINGS

Definition: Multiple dwellings include apartments, condominiums, duplexes, attached housing units, and townhouses.

Uniformity/Guidelines/Timeframes: Multiple dwellings must have uniform siding, doors, storm doors, windows, trim and roofs. All units must be consistent in design, color and materials. In addition, all projects or improvements must meet all other architectural guidelines relevant to the project or improvement. The ARC will determine timeframes for completion of phased projects.

SECTION 11

11. USE OF TARPS

- A. Tarps may only be used to cover woodpiles, construction materials while construction work is being done on a structure, or summer lawn furniture when stored under a deck. (For example, tarps may not be used to cover vehicles.) ARC approval is not required for the pre-approved uses.

SECTION 12

12. PARKING/STORAGE OF VEHICLES

A. General Restrictions:

Nothing other than vehicles (winter season, summer season, and all season vehicles as defined) shall be parked or stored outside anywhere on property within Jonathan unless stored or parked on a driveway or driveway extension in conformance with these rules or parked inside an ARC approved storage structure (for Storage Structures see Section 2.D of this document).

B. Definitions:

For purposes of this section, vehicles are defined as the following:

1. "Winter Season" vehicles are defined only as snowmobiles and any trailer upon which they are stored or transported and fish houses on wheels.
2. "Summer Season" vehicles are defined only as all boats (motorized or non-motorized including sailboats, pontoon boats and houseboats), canoes, rafts, surfboards, wind-surfers, jet skis, go carts, ATVs, campers, trailer homes, and any trailer upon which the above are stored or transported.
3. "All Season" vehicles are defined only as cars, trucks, motorcycles, vans and utility trailers.

C. Timing of Storage:

1. The storage or parking of “Winter Season” vehicles is only allowed upon the driveway or driveway extension of the property and is only allowed from November 1 through March 31.
2. The storage or parking of “Summer Season” vehicles is only allowed upon the driveway or driveway extension of the property and is only allowed from April 1 through October 31.
3. The storage or parking of “All Season” vehicles is only allowed upon the driveway or driveway extension of the property and is allowed all year.

D. Manner of Storage:

No vehicle may be stored outside, covered by a tarp or any other material except that a vehicle may be covered by a fitted fabric cover. Covers of neutral colors are preferred. No “winter season” or “summer season” vehicles may be stored on an appurtenant street. No vehicle may be used for outside storage.

E. Number of Vehicles:

No more than a total of two “winter season” and “summer season” vehicles combined, shall be parked or stored outside anywhere on property within Jonathan at any one time.

SECTION 13

13. SIGNAGE/MURALS

No sign shall be placed on the Property, except political campaign signs and/or one normal rental or “for sale” sign.

SECTION 14

14. OUTSIDE STORAGE

Outside storage of any item is restricted to uses allowed under Storage Structures (Section 2.D), use of tarps (Section 11), and the Parking/Storage for Vehicles (Section 12) of this document.

THE JONATHAN ASSOCIATION ARCHITECTURAL GUIDELINES

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SECTION 1

1. GENERAL INFORMATION

A. Background:

When Jonathan New Town was created, a number of development standards and covenants were established. As Jonathan has evolved from a “New Town” to a Homeowners Association over the last 40 years, these standards and covenants have helped:

1. Achieve harmony between common areas and private homes
2. Provide residents a high quality of life and respect for each other
3. Encourage a sense of pride in ownership of nicely maintained private properties
4. Ensure that homes and yards have a neat and well-kept appearance
5. Guide external property improvements that are neighborhood-compatible

The rules and guidelines have been written in order to further interpret the neighborhood-specific covenants and assist homeowners in meeting the standards. It is the dual responsibility of the Architectural Review Committee (ARC) to both protect and maintain the architectural standards and to oversee the common sense application of the appropriate rules and covenants; while always considering the well-being of all residents.

Architectural Review Committee guidelines were never intended to be misused (i.e. too much or too little emphasis on applying the appropriate standards) with regard to property maintenance. The Jonathan Association Board of Directors enforces the covenants and related ARC policies. Additionally, there is no over-arching ARC general policy that can ever supersede the legal parameters and procedures outlined in each applicable neighborhood-specific Declaration of Covenants. The Declaration(s) of Covenants filed against each Sub Association contain the development standards upon which these guidelines are based.

This package includes the governing guidelines of the ARC and some of the miscellaneous policies. It reflects the attitudes of our community and incorporates the values of all our diverse neighborhoods and the residents therein. Because the guidelines and policies for the Architectural Review Committee cannot possibly anticipate every single future item or issue into perpetuity, some flexibility may also be needed with ARC and Board discretion; and the Association’s Board of Directors has always reserved the right to change stated policies so as to allow variances and flexibility if and as needed; and to do so within the legal parameters and procedures as outlined in the applicable neighborhood-specific Declaration of Covenants. All proposed landscape improvements of a substantial nature must be consistent and in harmony

with the existing surroundings, so as not to create or cause an adverse condition to occur on adjacent properties.

If your proposed project is not listed in this document, contact the Association office to determine if ARC review is necessary. Residents should consult with the Association office before beginning external improvements in order to make sure that the correct standards are met. The Board reserves the right to change ARC guidelines; however, existing improvements which have been completed with previous approval of the ARC (upon which lies all burdens of proof in any dispute between a homeowner and the Association) shall be deemed to comply with all applicable future guidelines. Some homeowners may believe they have a good-faith reliance on a misleading representation (“promissory estoppels”) via action, silence, or acquiescence of material facts by former ARC and Board members in past years. The passing of years and the ever-changing faces of ARC and Jonathan Board members will never remove the Association’s responsibility to promote a high level of property standards AND simultaneously perpetuate a continuity of ARC policies, all within the parameters and procedures outlined in the applicable neighborhood-specific Declaration of Covenants.

B. Explanation of the Architectural Review Committee (ARC):

The ongoing development of each homeowner’s property can enhance or detract from the beauty of both our natural and man-made environment. This Committee has been formed to:

- Respond to questions concerning the residential standards as outlined in the applicable neighborhood-specific Declaration of Covenants
- Aid residents seeking approval of planned exterior property improvements
- Review and approve construction plans and projects
- Serve as a source of informed feedback to the Board of Directors concerning residents’ reactions to existing policies and proposed projects

The ARC should be – and is most responsive when - comprised of Jonathan homeowners with diverse individual backgrounds, who represent a variety of diverse neighborhoods. ARC policies are not intended to unfairly project an overly narrow land-use ideology, nor are they to be used by a few to deny private property enjoyment of the many.

C. Procedure for Obtaining Property Improvement Approval:

1. Obtain the Architectural Guidelines and the Declaration of Covenants legally assigned to your neighborhood from the Association office at 952.448.4700, and familiarize yourself with the requirements or download the documents from the website at www.jonathaninchaska.com.
2. Some items DO NOT require prior approval of the Jonathan Association Architectural Review Committee (ARC) before construction begins, including the following:
 - Playground Equipment (Section 2.B)

- Pre-Formed Plastic Playhouses (Section 2.C)
- Storage Sheds (Section 2.D)
- Paint and Siding home, if selecting a pre-approved color or re-painting house existing color (Section 3)
- Satellite Dishes (Section 7)
- Landscaping (Section 8)
- Use of Tarps (Section 10)
- The Parking / Storage of Vehicles (Section 11) do not require prior approval of ARC as long as the rules governing those items are followed
- Fencing in the Clover Ridge neighborhoods do not need fencing approval contingent on meeting requirements of (Section 5.B.1). Prior approval of fencing projects in all other Jonathan neighborhoods are contingent upon following the procedures outlined in the Declarations of Covenants assigned to each neighborhood, as well as meeting the requirements of (Section 5.B.1).

Some other items, while requiring approval of ARC, do not require attendance at a meeting. Paint & Siding – if not a pre-approved color (Section 3) - and Driveways & Driveway Extensions (Section 4) will not require a site inspection by an ARC member, if plans are properly submitted. Providing a number where you can be reached during the ARC meeting is requested.

Please call the Jonathan Association Office, (952) 448-4700 to ask if your project needs prior approval before you start work, and/or to be placed on the next agenda for ARC.

- The Association may have blueprints or site plans on file in the Association office for your lot that you can use for reference. The ARC may expect a scale drawing of your proposed improvement depending upon what is proposed. Photographs of your lot and dwelling are also very helpful.
- Submit the required information for your type of improvement in order to have your request for approval considered. Only complete applications will be considered. Generally, ARC meets twice a month in warm weather and less often during the winter. An agenda of the meeting will be mailed to you.
- If necessary, a site visit/inspection by a member of the ARC may be necessary.
- Assuming approval is granted, you will generally be given one year to complete the project.
- Should your application be rejected by ARC, you have the right to appeal your case to the Board of Directors of The Jonathan Association.
- After approval, a building permit (if required) must be obtained from the City of Chaska.

D. Philosophy of Architectural Review

- The Declarations of Covenants for each neighborhood and the ARC Guidelines and directives of the Association Board of Directors shall guide the decisions of the ARC.
- All improvements, additions, and structures should be as compatible with the surrounding environment, man-made and natural, as possible. The ARC seeks to preserve the unique community character of Jonathan, without impinging upon individual private property rights.
- No improvement, addition, or other structure to be erected shall create or cause an adverse condition to occur on adjacent properties.
- All structures must have an exterior treatment that is consistent in design and appearance with all elevation views of the structure.
- Additions must match the original dwelling in color and material. Structures (other than building siding) should generally be of natural materials as approved by ARC, and allowed in the applicable neighborhood-specific Declarations of Covenants.
- All landscape improvements of a substantial nature shall be consistent with, and in harmony with the existing and proposed surroundings.
- Once commenced, work on any improvement shall be completed in one year, and shall be completed in full accordance with the plans and specifications approved by ARC.
- Residents are encouraged, when building or where possible, to include adequate space for storage in garages, etc. Storage buildings will be permitted according to the current Jonathan Association policy, and the parameters outlined in the neighborhood-specific Declarations of Covenants.
- Existing improvements which have been completed in accordance with a previous approval of the Architectural Review Committee shall be deemed to comply with these guidelines.
- Comments from neighbors and other Jonathan residents may be solicited by the ARC; however, the input from neighbors will NEVER overrule nor supersede the legal parameters and procedures as outlined in the applicable neighborhood-specific Declarations of Covenants.

SECTION 2

2. STRUCTURES

A. General Restrictions :

Structures which may be constructed on the property are the following: playground equipment, child playhouses, house additions, decks, three and four season porches, covered storage structures, uncovered storage structures, swimming pools, lawn ornaments, permanent barbeque grills, and fences. Any project meeting the below

guidelines may proceed without prior approval of ARC. Members with projects requiring a variance to the guidelines must present plans to ARC prior to commencing construction for review prior to submission to the board for consideration.

All structures are to be as architecturally compatible as possible with the surrounding environment, whether man-made or natural. Additionally:

- Some properties have easements or restrictions which prohibit anything being placed on certain portions of the property. Please consult the applicable neighborhood-specific Declarations of Covenants.
- Some neighborhood-specific Declarations of Covenants ban any structure, with the exception of fences, to be built within side-yard setbacks (e.g. five feet on the garage side and ten feet on the opposite side).
- All structures must be well maintained in appearance.

B. Playground Equipment :

Playground equipment defined as swing sets, slides, and sandboxes must be located in the rear yard. Playground equipment does not require prior approval from ARC for installation as long as the playground equipment meets the general restrictions, including setbacks, in subsection A of this document, and the applicable neighborhood-specific Declarations of Covenants.

C. Playhouses :

ARC approval is required prior to building / placement of a playhouse except that a preformed plastic unit does not require prior ARC approval if it meets the general restrictions, including setbacks, in subsection A of this document, and the applicable neighborhood-specific Declarations of Covenants.

1. One child playhouse is allowed on each site. Playhouses will generally be allowed anywhere in rear yard as long as the general restrictions for structures, including setbacks, in subsection A above are met. A playhouse is not to be used for storage.

Playhouses shall have a maximum side wall height of 5 feet and a maximum footprint not wider than 6 feet, nor longer than 6 feet.

- D. **Storage Structures:** Storage structures are of two types – those with a roof (a covered storage structure) and those without a roof (an uncovered storage structure).

General Restrictions:

1. Each property shall be only allowed one covered or uncovered storage structure in addition to the dwelling unit.
2. The storage structure must follow the parameters of the applicable neighborhood-specific Declarations of Covenants including compatibility, quality of materials and harmonious appearance. As an example only, a barn type storage structure would not be allowed unless the dwelling itself has a barn style architecture.

Covered Storage Structures:

The covered storage structure does not require prior ARC approval if it meets the following general restrictions as described in items 1-4.

1. A storage structure will generally only be allowed in the rear yard area. Based upon an unusual dwelling or site configuration, the storage structure may be allowed in the side yard, but only with ARC approval for side-yard placement.
2. The siding material and siding color must be a reasonable match of the dwelling. Maximum height of peak of roof is 10 feet. The maximum square footage footprint for a covered storage structure is 120 square feet.
3. All covered storage structures must have a roof that is reasonably close to color and pitch of the roof of the dwelling.
4. A deck may be substituted for a covered storage structure if the area under the deck is completely screened with screening materials approved by ARC.

Uncovered Storage Structures:

The uncovered storage structure does not require prior ARC approval if it meets the following general restrictions as described in items 1-6.

1. The uncovered storage structure must be attached to the dwelling or garage, in side or rear yard, or beside a covered structure.
2. The area enclosed shall not exceed 12'x24'.
3. The walls shall have a maximum height of 6 feet. The walls shall have a maximum continuous height off the ground of 6 inches. The walls shall be of a solid screening material on all sides compatible with dwelling siding and color and a matching solid gate. The walls shall have a continuous horizontal cap on

all walls with no protruding spindles or points. The walls must be fastened to corner posts.

4. The floor surface shall be of concrete, blacktop, compacted gravel, or paver brick.
5. No items stored inside may protrude above or out of screen walls.
6. The ARC recommends landscaping on outside of the walls.

SECTION 3

3. PAINT AND SIDING

- A. When a structure is repainted with the identical color of the existing paint color, no prior ARC approval is required.
- B. All structures being painted a different color, or having siding applied, must have ARC approval of the color and/or siding pattern.
- C. The Jonathan standard for dwelling / structure color is earth-tone; trim should be compatible. Many variations of tone are acceptable, but ARC must approve each individual paint or siding color and siding pattern. Roof colors will also be a factor in determining color.

SECTION 4

4. DRIVEWAY / DRIVEWAY EXTENSIONS

A. General Restrictions:

1. A sketch of the lot must be submitted showing the location of the house, garage, existing driveway and planned extension; distances to lot lines must be shown.
2. The sketch should describe the materials used and what will be used to define the border of the extension (timbers, brick, edging, etc.). The sketch should also show any grade changes. If the information provided is complete and the request meets ARC requirements, attendance at an ARC meeting is not necessary.
3. Color of a driveway or driveway extension, if other than normal black of blacktop or white of concrete, must be approved by the Architectural Review Committee.
4. All parking surfaces must be maintained in good condition capable of supporting vehicles to be parked on it. Broken up concrete or blacktop or scattered or rutted gravel must be repaired and re-compacted as necessary.

5. All driveways and driveway extensions must abide by the parameters of the applicable neighborhood-specific Declarations of Covenants, and also meet Chaska City Code.

B. Driveway Extensions:

1. The purpose of a driveway extension is to allow additional off-street parking of cars, trailers, seasonal vehicles such as boats and trailers, snowmobiles and trailers.
2. A driveway extension may have the same hard surface as the driveway or may be constructed of class 5 gravel, or other rock material which can be compacted to support vehicles normally parked on driveways.
3. Grass or weeds growing through gravel parking extension constitutes a lawn. It must either be repaired with new gravel or converted fully to lawn area (which involves seeding and maintenance as a lawn), at which time nothing may be parked on it.

SECTION 5

5. FENCES/WING WALLS/SCREENING

A. General Restrictions:

1. Plans for a fence, wing wall or screen will be approved by the Architectural Review Committee as long as the proposed project(s) are in compliance with the guidelines of (Section 5.B.1) of this document and the specifications outlined in the Declarations of Covenants for the applicable neighborhood. Plans must include a copy of the property survey or sketch showing the location of the dwelling, garage and fence on the property, as well as the color, material and design of the panels or fence units. Homeowners in the Clover Ridge neighborhoods do not need ARC approval when in compliance with the guidelines of (Section 5.B.1). Homeowners in all other Jonathan neighborhoods should consult the applicable neighborhood-specific Declarations of Covenants, in addition to complying with the guidelines of (Section 5.B.1) of this document.
2. All approved fences, wing walls and screens must be completed within one year of approval by ARC.
3. No fence, wing wall or screen may be built within 10 feet of a Jonathan walkway or tot lot. Please consult the applicable neighborhood-specific Declarations of Covenants as some neighborhoods designate fences to be the only structure allowed within property setbacks/perimeters.

4. Fences, wing walls and screens will be evaluated as a part of a comprehensive landscaping plan to minimize any negative impact the entire scope of the landscaping plan might possibly have on adjacent properties. Landscaping plans must be completed, along with any fencing, within one year of commencement of construction.
5. Some neighborhood-specific Declarations of Covenants state that fences, wing walls or screens are the only structure allowed to be built within property setbacks and/or perimeters.
6. Chain link is not allowed except in animal enclosures.
7. Design of any fence, wing wall or screen shall be compatible in design, material, pattern, and color to the dwelling to which it is related.

B. Fences:

The selection of all fence construction materials is restricted in Jonathan. Fence materials are based upon the type of fence you wish to install – privacy fences or decorative fences. Only fence construction materials that meet these rules are allowed.

1. Definitions:

- Privacy fencing is fencing that screens or encloses a portion of your yard.
- Decorative fencing is small fencing (less than 24 inches high) used as a lawn accent feature. Examples of decorative fencing would be small fencing to enclose a garden plot or a short run of split-rail fencing acting as a landscape feature.
- Please be sure to consult the applicable neighborhood-specific Declarations of Covenants for parameters (if any) which apply to the construction of fences in your neighborhood.
- Gates shall match the fence.

Fencing in the Clover Ridge neighborhoods is restricted only by City of Chaska regulations and the following additional requirements:

- Fences shall not exceed 6' in height at any point from the ground level to the top of the fence
- Fences must be constructed of wood, vinyl, plastic, aluminum or wrought iron.
- No fencing is allowed within ten (10) feet of a Jonathan path/trail.
- Review and approval by ARC is not necessary for fencing in these neighborhoods when the above requirements are met.

2. Privacy / Containment Fences:

- a. Fences shall not exceed 6' in height at any point from the ground level to the top of the fence.
- b. Privacy fences must be capped (as opposite to stockade style), and the top of the fence must follow a consistent horizontal line.
- c. Privacy fences must be constructed of wood, vinyl, plastic, aluminum, and wrought iron.

3. Decorative Fences:

Allowable styles/materials are split rail styles (wood or plastic), picket styles (wood or plastic), and wrought iron. Decorative fences are intended to be small accent features only and part of a landscape plan.

4. Wing walls:

Extensions of major or structural walls of a unit, not more than 10 feet beyond its perimeter walls for privacy screens, will be permitted where a need exists (such as between attached town homes with adjoining patios or decks). They should be considered and treated as part of the overall house design and shall be compatible in design material, pattern and color to the house to which they are related.

5. Screening:

A small run of architectural screening (less than 10 feet in length) may be permitted for privacy of entrances and windows. Screening is also allowed for utility meters, satellite dishes and trash receptacles. Such screens shall be considered as part of the overall house design and shall be compatible in design, material, pattern and color to which they are related.

SECTION 6

6. ANIMAL ENCLOSURES

- A. Plans for animal enclosures must abide by the parameters outlined in the applicable neighborhood-specific Declarations of Covenants, and be approved by the ARC prior to construction. Plans must include a copy of the property survey or a sketch showing the location of the house, garage, and animal enclosure on the lot. A picture of sketch of the screening material must be included, along with color and size. All enclosures and screens must be completed within one year of ARC approval.

- B. Animal enclosures will be allowed only when their location and design minimize their physical/aesthetic impact (such as under decks or behind garages in proportions that match the adjoining structure). Animal enclosures are not to exceed 150 square feet in area, unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.
- C. Freestanding animal enclosures are discouraged but may be allowed if located within 3 feet of the house or garage and all other requirements are met, and setback requirements must be met (five feet on garage side and ten feet on opposite side), unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.
- D. Chain link may be allowed in animal enclosures only if the chain link is screened by an approved freestanding wood or vegetative screening. The wood screening must be similar to fencing, with freestanding corner posts and a horizontal cap on all panels. Wood facing may be kept natural or stained or painted with a color that is compatible with house colors. Gates need not be screened. Vegetative screening will be used to help minimize visibility of animal enclosure.
- E. Animal enclosures shall not exceed 6' in height at any point from the ground level to the top of the animal enclosure, unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.

SECTION 7

7. TRASH / TRASH RECEPTACLES

No trash or debris shall be left on any portion of the property except in approved containers. No trash receptacles, or incinerators, or garbage cans shall be located outside of a building unless completely screened from view.

SECTION 8

8. ANTENNAE / SATELLITE DISH POLICY

Antennae of 12 feet in mast height or less and satellite dishes of one meter or less in diameter are allowed in Jonathan without further approval of the Jonathan Architectural Review Committee, except that no antennae or satellite dish shall be built within 10 feet of a Jonathan walkway, tot lot area, city path, or sidewalk; unless specified otherwise in the applicable neighborhood-specific Declarations of Covenants.

In addition, no antennae or satellite dish shall be within side yard or rear yard setbacks of ten feet unless such a restriction:

1. Unreasonably delays or prevents installation, maintenance or use
2. Unreasonably increases the cost of installation, maintenance or use
3. Precludes reception of an acceptable quality signal

Antennae greater than 12 feet in mast height and/or satellite dishes greater than one meter in diameter must abide within the parameters as they are outlined in the applicable neighborhood-specific Declarations of Covenants, and also be approved by the Architectural Review Committee for placement and screening. Residents are also encouraged to locate antennae and/or satellite dishes as near to the dwelling as possible and to also landscape the surrounding area if at all possible and/or financially feasible.

SECTION 9

9. LANDSCAPING

- A. Box Elder, Cottonwood and Russian Olive trees are not permitted on properties or as part of a landscape plan.
- B. Any landscaping, garden or other plant material is discouraged within 10 feet of a Jonathan walkway or tot lot. Plantings, rock, or any other landscape materials placed within 10 feet of a Jonathan walkway or tot lot face the possibility of destruction by snow removal, path maintenance or other heavy equipment. Homeowners are advised that the Jonathan Association has no financial liability for the loss of such materials in these locations. In addition, homeowners are strongly encouraged to check with the applicable neighborhood-specific Declarations of Covenants, and the City of Chaska for information concerning easements or other restrictions that may restrict placement on certain portions of the property.

SECTION 10

10. MULTIPLE DWELLINGS

Definition: Multiple dwellings include apartments, condominiums, duplexes, attached housing units, and townhouses.

Uniformity/Guidelines/Timeframes: Multiple dwellings must have uniform siding, doors, storm doors, windows, trim and roofs. All units must be consistent in design, color and materials. In addition, all projects or improvements must meet all other architectural guidelines relevant to the project or improvement. The ARC will determine timeframes for completion of phased projects.

SECTION 11

11. USE OF TARPS

- A. Tarps may only be used to cover woodpiles, construction materials while construction work is being done on a structure, or summer lawn furniture when stored under a deck. (For example, tarps may not be used to cover vehicles.) ARC approval is not required for the pre-approved uses.

SECTION 12

12. PARKING/STORAGE OF VEHICLES

A. General Restrictions:

Nothing other than vehicles (winter season, summer season, and all season vehicles as defined) shall be parked or stored outside anywhere on property within Jonathan unless stored or parked on a driveway or driveway extension in conformance with these rules or parked inside an ARC approved storage structure (for Storage Structures see Section 2.D of this document).

B. Definitions:

For purposes of this section, vehicles are defined as the following:

1. "Winter Season" vehicles are defined only as snowmobiles and any trailer upon which they are stored or transported and fish houses on wheels.
2. "Summer Season" vehicles are defined only as all boats (motorized or non-motorized including sailboats, pontoon boats and houseboats), canoes, rafts, surfboards, wind-surfers, jet skis, go carts, ATVs, campers, trailer homes, and any trailer upon which the above are stored or transported.
3. "All Season" vehicles are defined only as cars, trucks, motorcycles, vans and utility trailers.

C. Timing of Storage:

1. The storage or parking of “Winter Season” vehicles is only allowed upon the driveway or driveway extension of the property and is only allowed from November 1 through March 31.
2. The storage or parking of “Summer Season” vehicles is only allowed upon the driveway or driveway extension of the property and is only allowed from April 1 through October 31.
3. The storage or parking of “All Season” vehicles is only allowed upon the driveway or driveway extension of the property and is allowed all year.

D. Manner of Storage:

No vehicle may be stored outside, covered by a tarp or any other material except that a vehicle may be covered by a fitted fabric cover. Covers of neutral colors are preferred. No “winter season” or “summer season” vehicles may be stored on an appurtenant street. No vehicle may be used for outside storage.

E. Number of Vehicles:

No more than a total of two “winter season” and “summer season” vehicles combined, shall be parked or stored outside anywhere on property within Jonathan at any one time.

SECTION 13

13. SIGNAGE/MURALS

No sign shall be placed on the Property, except political campaign signs and/or one normal rental or “for sale” sign.

SECTION 14

14. OUTSIDE STORAGE

Outside storage of any item is restricted to uses allowed under Storage Structures (Section 2.D), use of tarps (Section 11), and the Parking/Storage for Vehicles (Section 12) of this document.