



**Hamilton Hills Homeowner's Association**

## **Articles of Incorporation**

**ARTICLES OF INCORPORATION  
OF  
HAMILTON HILLS ASSOCIATION**

The undersigned, for the purpose of forming a corporation under and pursuant to the provisions of Chapter 317A, Minnesota Statutes, known as the Minnesota Non-Profit Corporation Act, hereby adopts the following Articles of Incorporation:

**ARTICLE I  
HAMILTON HILLS**

The name of this corporation shall be Hamilton Hills Association.

**ARTICLE II  
PURPOSES**

The purpose of this corporation shall be to promote the health, safety and welfare of residents of a single family residential development called Hamilton Hills which is legally described as Blocks One (1) and Two (2), and Outlots C and D, HAMILTON HILLS 1<sup>ST</sup> ADDITION, according to the plat to be placed on file and of record in the office of the County Recorder within and for Scott County, and such additional property that may be added to the development, all in accordance with recorded declarations, covenants, easements and restrictions applicable to said property.

For the purposes aforesaid, the corporation shall have the following powers:

- a. To operate and function exclusively a non-profit corporation, with the rights, powers and privileges granted by Chapter 317A of the Minnesota Statutes;
- b. To act as the Association which is referred to in the Declarations of "Hamilton Hills Association" filed or to be filed with the Office of the Scott County Recorder, Shakopee, Minnesota, which Association is obligated to provide for the operation and management of Hamilton Hills empowered as and required by the Declarations, the By-laws of this corporation and by law.

**ARTICLE III  
NO PECUNIARY GAIN**

This corporation shall not afford pecuniary gain, incidentally or otherwise, to its Members.

#### **ARTICLE IV**

##### **DURATION**

The duration of this corporation shall be perpetual.

#### **ARTICLE V**

##### **REGISTERED OFFICE**

The location of this corporation shall be 3312 151<sup>st</sup> Street West, Rosemount, Minnesota 55068.

#### **ARTICLE VI**

##### **DIRECTORS**

The business of the corporation shall be managed by a Board of Directors initially consisting of three persons and thereafter as provided in the By-Laws. The names and addresses of the persons who are to serve as members of the first Board of Directors until the first annual meeting of the corporation, or as otherwise provided in the By-Laws, are as follows:

Herbert H. Wensmann	17871 Layton Path Lakeville, MN 55044
Elaine E. Wensmann	17871 Layton Path Lakeville, MN 55044
Terry Wensmann	1258 Wilderness Curve Eagan, MN 55121

#### **ARTICLE VII**

##### **LIABILITY**

The Members of this corporation shall not be subject to any personal liability for corporation obligations.

#### **ARTICLE VIII**

##### **CAPITAL STOCK**

This corporation shall have no capital stock.

#### **ARTICLE IX**

##### **MEMBERSHIP**



The Members of the corporation shall be those persons described in the By-Laws as Members of this corporation.

**ARTICLE X  
VOTING RIGHTS**

The corporation shall have two classes of voting membership as follows:

- Class A. Class A Members shall be all the owners with the exception of the developer and shall be entitled to one vote for each lot owned. 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 (1) vote be cast with respect to any lot.
- Class B. The Class B Member shall be the developer, and shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the first of the following events:
- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
  - (b) On December 31, 1999.

**ARTICLE XI  
DISSOLUTION**

The corporation may be dissolved with the assent of not less than three-fourths (3/4) of the votes of each class of membership, such assent to be in writing and signed by the Members holding such votes. Upon dissolution of the corporation, other than as incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to be devoted to such similar purposes.

**ARTICLE XII  
AMENDMENTS**



## **Declaration of Covenants**

**DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS  
HAMILTON HILLS ASSOCIATION**

THIS DECLARATION, made on this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by WENSMAN HOMES, INC., a Minnesota corporation, (hereinafter referred to as the "Declarant");

WHITNESSETH THAT:

WHEREAS, Declarant is the contract for deed purchaser of certain real property in the City of Savage, County of Scott, State of Minnesota, which is more particularly described as:

Lots 1 through 14, Block 1, and Lots 1 through 7, Block 2, all in HAMILTON HILLS 1<sup>st</sup> ADDITION, according to the plat on file and of record in the office of the County Recorder within and for Scott County, Minnesota.

WHEREAS, Declarant desires to provide for the preservation of the values in said community and to this end desires to subject the real property described above to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said real property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the pleasure of said community and for the efficient preservation of the values in said community to create an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of said community, and maintain, administer and enforce the covenants and restrictions and collect and disburse the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated, under the laws of the State of Minnesota, Hamilton Hills Association for the purpose of exercising the functions as aforesaid;

NOW, THEREFORE, in consideration of the premises the Declarant hereby declares that the real property described above is, and shall be held, transferred, sold, conveyed and occupied subject to the conditions, restrictions,



- 1.8 "Mortgagee" shall mean any person or entity named as the mortgagee under any Mortgage, or any successor or assigns to the interest of such person or entity under a Mortgage.
- 1.9 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding any person having such interest merely as security for the performance of an obligation.
- 1.10 "Property" shall mean and refer to all the real property subject to this Declaration, all of which is more fully described above.
- 1.11 "Additional Property" shall mean and refer to the real property, which may become subject to this Declaration in the future, all of which is more fully described in ARTICLE II below.
- 1.12 "Governing Documents" shall mean this Declaration, the Articles of Incorporation, and the By-Laws of the Association, as amended from time to time, all of which govern the use and operation of the Property.

## ARTICLE II

### Additional Property Subject to this Declaration

- 2.1 Additions to Existing Property. Additional real property may become subject to this Declaration in the following manner:
- (a) Additions in Accordance with General Plan of Development. The Developer and the Declarant, their successors and assigns, shall jointly have the right, without the consent of the members, to bring within the scheme of this Declaration the additional real property described below within four (4) years of the date of this instrument. Such additional land is legally described as follows:  
Outlots C and D, HAMILTON HILLS 1<sup>ST</sup> ADDITION, according to the plat on file and of record in the office of the County Recorder within and for Scott County, Minnesota.
- (b) Additions Authorized by Members. Additional residential property may become subject to this Declaration upon approval of two-thirds (2/3) of the Members of each class of Association Members.
- 2.2 Manner of Annexation. Additions authorized under this Article shall be made by filling a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property and, after such

filling; such additional property shall be subject to the covenants and restrictions of this Declaration. Such Supplementary Declarations shall contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and shall not be inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with the existing property, except that additions or additional land shall increase the number of members in the Association.

**ARTICLE III**  
**Membership and Voting Rights in the Association**

- 3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee simple interest in any lot which is subject by covenants of record to assessment by the Association, including, but not limited to, contract vendors, shall be a member of the Association. The foregoing is intended to exclude persons or entities who hold an interest merely as a security for the performance of an obligation until such time such person acquires a fee simple interest in such lot by foreclosure or by any proceeding in lieu thereof. Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.
- 3.2 Voting Rights. The Association shall not have not shall it issue any capital stock and may only have two (2) classes of voting memberships:
- (a) Class A. Class A members shall be those Owners as defined in Section 1.9, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each lot in which he3 holds the interest required for membership by Section 2.1. When more than one person holds such interest in any lot, all such persons shall be Members. The vote for such lot shall determine, but in no event shall more than one (1) vote be cast with respect to any lot.
  - (b) Class B. The Declarant shall be the sole Class B member and shall be entitled to three (3) votes for each lot owned. Class B membership shall cease and be converted to Class A membership upon the occurrence of the first of the following events:
    - (i) When the total number of votes outstanding in the Class A membership equals or exceeds the total number of votes outstanding in the Class B membership; or,
    - (ii) On December 31, 1999.



- (a) Until January 1 of the year immediately following conveyance of the first lot to an owner, the annual general assessment may be increased each year not more than five (5%) or by a percentage not more than the increase in the Consumer Price Index for the Minnesota Twin City Metropolitan Area (CPI-U), whichever is greater, above the assessment for the previous year, without a vote of the membership.
- (b) From and after January 1 or the year immediately following the conveyance of the first lot to an Owner, the annual general assessment may be increased above the amounts specified in 4.3(a) above by two-thirds (2/3) vote of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.4 Special Assessments for Capital Improvements. In addition to the general annual assessments authorized by section 4.3, 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 or reconstruction or unexpected repair or replacement of any entrance monuments; provided, however, that any such assessment shall require the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

4.5 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members, and to any mortgagee who shall request such notice in writing, no less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all votes 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 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 later than sixty (60) days following the preceding meeting.

4.6 Uniform rate of Assessments. Both general annual and special assessments must be fixed at a uniform rate and for all lots; provided, however, that any lots owned by the Developer shall be assessed any amount equal to one-fourth (1/4) of the amount assessed against lots owned by persons other than the Developer.

4.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence at to each lot on the first

day of January following the conveyance of the respective lot to an Owner.

4.8 Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the assessment against each lot for each annual assessment period at least thirty (30) days in advance of such date of commencement of such date of commencement of such period and shall at the time prepare a roll of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of every assessment shall thereafter be sent to each Owner subject to such assessments. The Association shall, upon demand and upon the payment of a reasonable charge, furnish a written certificate signed by an officer of the Association setting forth whether or not the assessments upon particular lots have been paid. Such certificate shall be conclusive evidence of payment of any assessments therein stated to have been paid.

4.9 Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association

(a) If any assessment is not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on such lot or lots which shall bind such lot or lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. Such lien shall run in favor of the Association and shall be superior to all other liens and encumbrances on such lot except for the following:

- (i) Liens for general real estate taxes and special assessments levied by any governmental authority; and
- (ii) The lien of any first mortgage as provided in Section 4.10 hereof.

(b) All other liens acquiring liens on any lot after this Declaration shall have been recorded and whose liens shall also have been recorded, shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein whether or not such consent has been expressed in the instrument creating their liens.



- (c) To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting for the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the lot and a description of the lot and file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed either by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Minnesota or by foreclosing the lien in the manner prescribed by Minnesota Statutes for the foreclosure of a mechanic's lien. Each owner, by acceptance of a deed for any lot, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the assessment lien by advertisement. In the event of any such foreclosure, and in the further event that the Association shall prevail in any such foreclosure the person personally obligated to pay the same shall be required to pay all costs of foreclosure including, but not limited to, reasonable attorney's fees. All such costs and expenses shall be further secured by the lien being foreclosed. The person personally obligated to pay such a lien, shall also be required to pay the association any assessment against the lot, which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the lot as the Owner thereof. A release of the notice of lien shall be executed by an officer of the Association and recorded upon payment of all sums by such lien.
- (d) Any encumbrancer holding a lien on any lot may pay, but shall not be required to pay, any amounts secured by the lien created and authorized by this Section and, upon payment of such sums, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including, but not limited to, priority as to any other lien or interest in such lot.
- (e) The Association shall, upon written request and receipt of payment to a reasonable charge therefore, report to any first Mortgagee or other encumbrancer of a lot the amount of any assessments remaining unpaid for a period of longer than thirty (30) days after the same shall become due.
- (f) Any assessment not paid within twenty (20) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien

against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or non-use of the services of the Association. A suit to recover a money judgment for unpaid expenses hereunder, with costs of collection, including reasonable attorney's fees and interest, shall be maintainable without foreclosing or waiving the lien securing the same.

- 4.10 Subordination of Lien to First Mortgages. The lien of assessments provided for herein shall be subordinate to the lien of any first Mortgage, and the sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the foreclosure of the first mortgage, shall extinguish the lien of such assessments as to installments which became due prior to the effective date of such sale, transfer or acquisition by the Mortgagee to the end that no assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed to such acquiring Mortgagee, whether such possession has passed at the termination of any period of redemption or otherwise, and in the event of the extinguishments of such assessment lien as aforesaid, then, and in that even, upon approval of the Association, the entire amount of such unpaid assessment shall be reallocated and assessed against, and payable by the Owners of, all other lots in the Association, exclusive of such mortgaged lot. No reallocation of such unpaid assessment against other lots shall occur unless approved by the Association at a special meeting called for the purpose of considering such reallocation. No such sale, transfer or acquisition of possession shall relieve an Owner or a lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such property from the personal obligations to pay the same.

## **ARTICLE V**

### **Architectural and Exterior Controls**

- 5.1 Architectural Control and Committee Authority. No construction of any building, fence, wall or other structure (herein "Improvement") shall be commenced, erected or maintained upon a lot, nor shall any modification, decoration, or other change of any kind (herein "Modification") be commenced, erected or maintained upon a lot or exterior of any buildings on a lot without prior written approval by the Board of Directors or by an Architectural Control Committee composed of three or more representatives appointed by the Board of Directors. Approval shall not be given until plans and specifications showing the nature, kind, materials and location of the same shall have been



submitted to the Board of Directors or Architectural Control Committee in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex.

The term "plans and specifications", for purposes of this Declaration shall mean building plans, specifications, plot or site plans showing the location of the proposed improvements and finished grades, the location of the area for elevations, floor plans, and driveway plans, a schedule of exterior materials, colors and finishes, and the timber to be removed in connection with the construction of the Improvements.

The Board of Directors or Architectural Control Committee shall approve or disapprove the request within forty-five (45) days from receipt by the person designated by the Association to receive such requests, or in the event of no designation, the President. IN the event the board of Directors or Architectural Control Committee fails to approve or disapprove said request in writing within forty-five (45) days after said plans and specifications have been received by the designated representative of the Association, approval will be automatically given and this Article shall be deemed to have been fully complied with.

The Board of Directors retains the right to submit any request to the members of the Association at a Special Meeting called in pursuant to the By-Laws. Such meeting shall be called within forty-five (45) days from receiving the request in accordance with this Article.

If no application has been made to the Committee, suit to enjoin or remove an Improvement may be instituted at any time unless ninety (90) days have elapsed from the date of completion of the unapproved improvement and thereafter a deed to a new Owner has been filed of record.

In the event that no notice of default of compliance of this Article is given or legal action to enjoin any Modification has been commenced within forty-five (45) days of the completion thereof, approval will be automatically given and this Article shall be deemed to have been fully complied with.

If the Association prevails in any action brought pursuant to this Article, it shall be entitled to recover from the other party reasonable attorneys' fees and costs incurred in connection with such action, and the recovery shall be a lien against the owner's lot and a personal obligation of the owner.

During the time in which the Association has a Class B member, all decisions of the Design Review Committee may be vetoed by the Declarant.

- 5.2 Architectural Standards. Architecture of quality and distinction is deemed important and thus ultimate suitability of houses designed for Hamilton Hills will be judged by the Architectural Control Committee according to the following principles:

- (a) All houses shall be constructed of quality materials. Wood finished shall be of natural earth tone or gray color stains or paints. White should also be an acceptable color.
- (b) All houses shall be properly integrated with the site and the natural grade shall be preserved, with only a minimum amount of earth moving permitted.
- (c) All roofs shall be simple and of attractive materials of earth tone or gray color.
- (d) Driveways, parking and lawn areas shall conform to natural grades, with wooded areas preserved and native growth protected. Prior to construction a qualified forester must conduct a tree assessment.
- (e) Architectural styles shall be compatible with the surrounding homes. A minimum of 1500 square feet for one story construction, 1000 square feet for the main floor of two story construction and 1200 square feet for the main living area of split entry or split level construction is required; porches, decks, and patios being an addition to this area. Suitable enclosed space for trash and garbage collection provided.
- (f) No radio, CB, television or other antennae of shall be installed or maintained by any owner or occupant anywhere on the Property except that one satellite dish not exceeding 18 inches in diameter is permitted on each lot but must be located away from view of the street to the rear of house. **\*\*\* NOTE: See Amendment #2 at the end of this document.**
- (g) An attached garage of sufficient size to house at least two automobiles shall be required on each lot.
- (h) The exterior of all Improvements must be completed and finished in a good and workmanlike manner including the painting, siding, bricklaying, construction clean up and removal of unused materials within six months from the commencement of the construction or Modification of the Improvement. Electricity, telephone, gas and other utilities shall be installed underground.

5.3 Architectural Liability. The Architectural Control Committee shall be concerned primarily about aesthetic characteristics and shall not be deemed to assert architectural expertise. In the course of its duties, the Committee may request certain reasonable design modification in the interest of producing overall Lot improvements more complementary to or



compatible with the community of Hamilton Hills. It is the sole duty and responsibility of the applicant to employ an architect or other person to design the requested modifications in a safe and architecturally sound manner. Each owner of any interest in Hamilton Hills, his/her heirs, successors and assigns, as a condition of his/her ownership waives any right to damages which result from architectural designs requested by the Committee. The Committee shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted, nor as revised by said Committee, or for any work done pursuant to the requested changes of said plans and specifications. The Committee shall exercise its best judgment as to aesthetic characteristics of architectural design, and its judgment shall be final.

- 5.4 Building Inspectors and Standards. The Architectural Control Committee shall have the power and right to employ inspectors and foresters to insure that proper building standards and maintenance of forested areas are maintained. The inspector or inspectors as designated from time to time by the Committee shall operate pursuant to prescribed rules and procedures approved by the Committee. The Architectural Control Committee shall have the power to adopt minimum construction building standards, and they may amend the same from time to time, provided that such standards meet the requirements of the Building Code for the State of Minnesota and the City of Savage.
- 5.5 Compensation. Members of the Architectural Control Committee shall not be entitled to compensation for services performed by them pursuant to this Article. Should the Architectural Control Committee retain an engineer, architect, forester, inspector or other consultant pursuant to this Declaration, the owner of the affected lot shall be responsible for any reasonable fees charged by said consultant.
- 5.6 Variances. The Architectural Control Committee shall have the right to grant reasonable variances or adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the restrictions contained herein. Such variances or adjustments shall be set forth in writing and shall be granted only in case the granting hereof shall not be materially detrimental or injurious to other property or improvements of the neighborhood and shall not defeat the general intent and purpose of these restrictions.

## **ARTICLE VI**

### **Restrictions on Use of Property**

All owners and occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Living Unit, covenant and agree that, in addition to any other restrictions which may be

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

- 6.1 General. The property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.
- 6.2 Subdivision Prohibited. Except as permitted by the Act, no Lot may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Living Units.
- 6.3 Residential Use. The living Units shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 6.4. Any lease of a Living Unit (except for occupancy by guests with the consent of the Owner) for a period of less than 7 days, or any occupancy which includes any services customarily furnished to hotel guests, shall be presumed to be for transient purposes.
- 6.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Living unit or on any lot; except (i) subject to regulation by the adoption and enforcement of reasonable Rules and Regulations by the Board of Directors of the Association from time to time, and subject to the zoning regulations of the City of Savage, as the same may now exist or be amended in the future from time to time, an Owner or Occupant residing in a Living Unit may use his or her residence for the conduct of a home occupation which is clearly secondary to the principal residential use and which does not affect the residential character of the principal use, and meets the following requirements: (1) the occupation must take place in the principal structure, not within a garage in accessory building; (2) only persons residing in that residence may be engaged in the occupation (no employees from outside the home shall be permitted); (3) the home occupation must not be visible from the street; (4) no signs are permitted; (5) over-the-counter retail sales are not allowed; (6) the entrance to the home occupation is gained from within the residential space of the home and not through a separate entrance; (7) a professional person may use his or her residence for consultation, emergency treatment or performance of religious rights, but not for the general practice of the profession; (8) no mechanical or



electrical equipment may be used if the operation of such equipment interferes with the desired quiet residential environment of the neighborhood; (9) no truck over two tons GV or similar vehicle used in conjunction with a home occupation shall be parked un-housed upon the lot or driveway or in the street adjacent to the lot; (10) parking shall be regulated by the Rules and Regulations promulgated by the Board of Directors; and (11) the home occupation shall not, in any material way, interfere with the use and enjoyment by the other residents of their Living Units and Lots, and (ii) notwithstanding anything to the contrary herein, the Association may maintain offices on the Property for management and related purposes.

- 6.5 Leasing. Leasing of Living units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Living Unit shall be leased for transient or hotel purposes, (ii) that no Living Unit shall be subleased, (iii) that all leases shall be in writing, (iv) that all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, and the Rules and Regulation, and (v) that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Living units, consistent with this Section.
- 6.6 Parking. Garages and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the Association. The use of garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.
- 6.7 Animals. No animal may be bred, or kept or maintained for business or commercial purposes, anywhere on the Property. However, the Board shall have the exclusive authority to regulate, the Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadcast sense and shall include all living creatures except humans.
- 6.8 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective living Units, and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere or impede the use of the Property by other Owners and Occupants and their guests.

- 6.9 Compliance with Law. No use shall be made of the Property which would violate any then existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted, which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.
- 6.10 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Living Unit or Lot into separate time periods, is prohibited.

## **ARTICLE VII**

### **Easements**

7.1 Easement Areas. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded lot, unless vacated by action of the municipal authority. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot shall be maintained continuously by owner of the Lot except for improvement owned by public authority or a utility company.

## **ARTICLE VIII**

### **Notice to First Mortgagees**

8.1 Notice of Default. Any Mortgagee holding a first Mortgage on a Lot, and who shall have previously filed a written request with the Association, shall be entitled to written request with the Association, shall be entitled to written notification of any default by the mortgagor or Owner of such Lot, or his, or their heirs, successors, or assigns, in the payment of any assessments or the performance of any other duties or obligations herein as set forth which shall have remained in default for a period of thirty (30) days or more. The neglect or failure of the Association to tender such notice to the Mortgagee shall toll the running of any time limits applicable to the procedure for the collection of such assessment or remedies available to the Association on account of such default.

## **ARTICLE IX**

### **General provisions**

9.1 Enforcement. The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by



the provisions of this Declaration including, but not limited to, the collection of all assessment. In the event that the Association should employ the services of any attorney in connection with a breach of the terms hereof by a Member, his family or guests, or in connection with the enforcement of the terms hereof, and if the Association shall prevail in any such Member shall pay, in addition to all other sums due, the Association's reasonable attorneys' fees, costs and expenses. The 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 thereafter. If these restrictions are enforced by appropriate proceedings by any one or more of such heretofore described persons, such persons may be reimbursed by the Association for all or any part of the costs incurred, as the Board of Directors of the Association shall, in its sole discretion determine.

- 9.2 Severability. The invalidation of any one of these covenants or restrictions by legislation, judgment of court order shall in no way effect any other provisions which shall remain in full force and effect.
- 9.3 Amendments. The provisions of this Declaration may be amended during the first twenty (20) years by an instrument signed by Members entitled to cast no less than ninety (90%) percent of the votes of each class of membership and thereafter by an instrument signed by Members entitled to cast no less than seventy-five (75%) percent of such votes. No amendment shall be effective until it shall have been properly recorded.
- 9.4 Limitation on Declaration. The covenants, restrictions, conditions and reservations imposed or established by or created under this Declaration shall run with and bind the Property for a period of thirty (30) years from the date of the recordation of this Declaration and may be enforced as provided in Section 9.1 hereinabove. After the expiration of said thirty (30) year period, all of such covenants, restrictions, conditions and reservations shall continue to run with and bind the Property for successive period of ten (10) years each unless revoked, changed or amended in whole or in part, by Members entitled to cast two-thirds (2/3) of each class of votes and evidenced by a recorded instrument executed by duly authorized officers of the Association.
- 9.5 Conflicts Among Documents. In the event of any conflict among the provisions of the Declaration, the By-Laws, and any Rules and Regulations approved by the Association, the Declaration shall control. As between the By-Laws and the Rules and Regulations, the By-Laws shall control.

IN WITNESS WHEREOF, the undersigned has caused this document to be executed as of the day and year first above written.









## **By-Laws**

**BY-LAWS OF HAMILTON HILLS ASSOCIATION**  
**(A Minnesota Non-Profit Corporation)**

The following are the By-Laws of Hamilton Hills Association (the "Association"), a Minnesota corporation formed to govern Hamilton Hills pursuant to the provisions of these By-Laws and the Declaration of Covenants and Restrictions (the "Declaration") filed of record with the Scott County Recorder.

**ARTICLE I**  
**DEFINITIONS**

The terms used in these By-Laws shall have the same meaning as they have in the Declaration, except as otherwise specified herein.

**ARTICLE II**  
**REGISTERED OFFICE**

The registered office of the Association shall be located at 3312 151<sup>st</sup> Street West, Rosemount, Minnesota 55068.

**ARTICLE III**  
**MEMBERSHIP**

1. Members Defined. The person or persons defined as Owners in the Declaration shall, by virtue of such interest, be "Members" of the Association. There shall be Class A and Class B Members. Class A Members shall be all owners, with the exception of the Declarant. The Class B Member shall be the Declarant. The Class B membership shall cease and be converted to Class A membership on the occurrence of the earlier of the following: (i) when the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership or (ii) on December 31, 1999. When one or more Owners of a lot exist, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot. A person shall cease to be a Member at such time as that person has transferred such interest or estate.

2. Registration of Owner and Occupant. It shall be the duty of each Owner and Occupant to register with the Secretary of the Association in writing (i) the name and address of such owner or Occupant, (ii) the nature and satisfactory evidence of such Owner's or Occupant's desires or estate in a Lot; (iii) the addresses at which such owner or Occupant desires to receive notice, if entitled to such notice, of any duly called meeting of the Members; (iv) the



name of the Owner or Occupant, if there is more than one Owner or Occupant with respect to a Lot, who shall be authorized to cast the vote with respect to such Lot; and (v) the name and address of the First Mortgagee of the Lot. If an Owner or Occupant 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 an Owner or Occupant of any obligation, covenant or restriction under the Declaration of these By-laws. If there is more than one Owner or Occupant of a Lot, each must execute the registration as provided in this paragraph.

3. Non-Transfer of Membership. The interest, rights and obligations of a Member in the Association, cannot be assigned, pledged, encumbered or transferred in any manner, except as an appurtenance to his lot.

## ARTICLE IV

### ASSOCIATION MEETINGS OF MEMBERS

1. Place. All meetings of the members of the Association shall be held at the office of the Association or at such other place in Minnesota as may be designated by the Board of Directors in any notice of a meeting of the Members.

2. Annual Meeting. An annual meeting of the Members shall be held at least once each fiscal year. The first annual meeting of Members shall be held during the second calendar month following the end of the first fiscal year of the Association as established by the first Board of Directors. Thereafter, annual meetings of the Members shall be held in the same calendar month in each succeeding fiscal year unless the Members at any annual or special meeting designate a different date for annual meetings. At each annual meeting of the Members, the persons who are to constitute the Board of Directors shall be elected. Any other matters which is properly brought before any annual meeting of the members, and is a proper subject for discussion or decision by the Members, may be passed upon at the meeting.

3. Special Meetings. Special meetings of the Members may be called by the president. Special meetings of the Members must be called and scheduled to be held by the President or Secretary within 30 days of the written request of a majority of the Members of the Board of Directors or of Members possessing the right to vote one-fourth (1/4) of the total votes of the Class A Members. The requests shall state the purpose or purposes of the meeting requested. The business transacted at a special meeting shall be confined to the purpose stated in the notice thereof.

4. Notice of Meetings. At least 21, but no more than 30, days in advance of any annual or regularly scheduled meeting of the Member, and at least seven (7) days in advance of any special meeting of the members, the Secretary shall send to each Owner of record notice of the time, place and complete agenda of the meeting, by united States mail, to the address of the respective Owner and to such other address as any Owner may have designated in writing to the Secretary as provided in Article III, Paragraph 2 on a date specified by the Board of Directors (the "Record Date"). Such 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 20 days prior to the date of an annual meeting of more than 20 days prior to the date of a special meeting.

5. Quorum. The presence of Members in person or by proxy, who have the authority to cast one-tenth (1/10) of the total votes of all Members of the Association shall be necessary to constitute a quorum at all meetings of the Members for the transaction of any business, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. In the event a quorum shall not be present at any meeting of the Members, the meeting shall be adjourned from time to time, without notice other than announcement of the meeting of adjournment, 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.

6. Association Cannot Vote. The Association may not cast any vote or be counted in determining a quorum as to any Lot of which the Association is an Owner.

7. Voting Register. At the beginning of each meeting of the members, the Secretary shall present to the meeting a written list of the Lot addresses, the respective name or names of the Owners or Occupants entitled to notice of such meeting, and the name of the person (in the case of multiple Owners or Occupants) authorized to vote. The voting register shall be compiled based upon the information provided by the owners pursuant to Article III, Paragraph 2.

8. 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. Designation of President as chairman of the meeting.
- b. Proof of notice of the meeting as required by Paragraph 4 of this Section.



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

## **ARTICLE V**

### **VOTING**

1. Entitlement. The two classes of Members shall be entitled to vote as follows:

Class A. Class A Members shall be entitled to one vote for each Lot owned.

Class B. Class B Members shall be entitled to three (3) votes for each Lot owned.

2. Authority to Cast Vote. At any meeting of the Members, the Member, or the Occupant of the Member's Lot who has been granted a proxy as provided in Paragraph 3 of this Article, and who is included on the Voting Register presented by the Secretary in accordance with Article IV, Paragraph 7, shall be entitled to cast the vote or votes attributable to the Lot or Lots of which the Member is an owner. If there is more than one Owner or Occupant entitled to vote with respect to a Lot, the vote attributable to that Lot may be cast only by the Owner or Occupant designated pursuant to Article IV, Paragraph 7, and any other votes for such Lot shall be disqualified.

3. Voting by Proxy. A member may cast the vote to which the Member is entitled and be counted as present at any meeting of the Members by written proxy naming another person or persons entitled to act on that Member's behalf, and delivered to the Secretary before the commencement of any such

meeting. Unless otherwise provided in writing between an Owner and Occupant, the transfer of possession of a Lot to an Occupant thereof, the transfer of possession of a Lot to an Occupant thereof under a contract for deed or under a lease for a term of more than one year, shall, during the actual possession and occupancy of such Lot by the Occupant, serve to automatically grant to such Occupant an irrevocable proxy authorizing such Occupant to vote at all duly called meetings of the Members in the place and stead of the Owners of such Lot; provided that no such grant shall be deemed effective with respect to any meeting of the Members, unless such Occupant has, prior to the Record Date of such meeting, registered with the Secretary of the Association as provided in Article III, Paragraph 2 of these By-Laws. An occupant who has been granted a proxy and has registered with the Secretary of the Association as provided in this paragraph, shall be entitled to notice of any duly called meeting of the Members as provided in Article IV, Paragraph 4 of these By-Laws. Except for proxies which may be granted in favor of Occupants specifically provided for under this paragraph, all proxies granted by a Member shall be revocable by that member by written notice or by personally attending and voting at a meeting of the Members, and shall be invalid after one year from the date thereof.

4. Vote Required. The concurring vote of Members who are entitled to cast a majority of the votes represented by all Members present, in person or by proxy, at any meeting of the Members, shall decide all matters properly brought before such meeting except where a different vote is specifically called for in the Governing Documents.

## **ARTICLE VI**

### **REPORTS**

The Treasurer shall be required to prepare an annual report on behalf of the Association to be provided to each Owner prior to each annual meeting of the Members. The report shall contain at a minimum the following:

- a. A statement of any capital expenditures in excess of three hundred dollars (\$300.00) anticipated by the Association during the current year of succeeding two fiscal years.
- b. A statement of the status and amount of any reserve for replacement fund and any portion of the fund designated for any specified project by the Board of Directors.
- c. A copy of the statement of financial condition for the Association for the last fiscal year.
- d. A statement of the status of any pending suits or judgments in which the Association is a party.



- e. A statement on the insurance coverage provided by the Association.
- f. A statement of any unpaid assessments by the Association by individual Lots, identifying the Lot and the amount of the unpaid assessment.

A copy of the foregoing report shall be delivered of an annual meeting of the Members at the address of their respective Lots at least seven (7) days in advance of any annual meeting of the Members and shall be made available to all Members at such annual meeting.

**ARTICLE VII  
BOARD OF DIRECTORS**

1. Interim Board of Directors. Until such time as the successors of the Interim Board of Directors shall have qualified, the affairs of the Association shall be governed by an Interim Board of three (3) persons, none of whom need be members of the Association. The term of office of the Interim Board of Directors shall be from the date of adoption of these By-Laws until the first annual meeting of the Association. The Interim Board shall be composed of the following persons:

<u>Names</u>	<u>Addresses</u>
Herbert H. Wensmann	17871 Layton Path Lakeville, MN 55044
Elaine E. Wensmann	17871 Layton Path Lakeville, MN 55044
Terry Wensmann	1258 Wilderness Curve Eagan, MN 55121

The Interim Board shall have the same powers, duties, rights and obligations enumerated in these By-Laws and the Declaration as the Board elected by the Association. Vacancies in the Interim Board shall be filled by appointment made by the remaining members of the Interim Board of Directors. The members of the Interim Board shall serve without compensation except for out-of-pocket expense incurred in the performance of their duties hereunder.

2. Number of Qualifications. At all times after the election and qualification of successors to the interim Board of Directors, the affairs of the Association shall be managed by a Board of Directors composed of at least three (3) persons who must be Members; or, in the case of ownership by a partnership, shall be

partners or employees of such partnership; or, in the case of ownership by a corporation, shall be officers or employees of such corporations; or, in the case of ownership by a fiduciary, shall be officers or employees of such fiduciary. The number of persons comprising the Board of Directors may be increased to five (5) by vote of members holding at least fifty-one percent (51%) of the voting interest in the Association, at an annual meeting or at a special meeting called for that purpose.

3. Term of Office. The terms of office of directors comprising a three-member Board and a five-member Board as the case may be are as follows:

a. Three-Member Board. Subject to Paragraph 4 of this Article VII, below, at the first annual meeting of the Association, or other annual meeting held subsequent to the events specified in Paragraph 4 of this Article VII below, the members shall elect one director for a term of one (1) year, one director for a term of two (2) years, and one director for a term of three (3) years. At the expiration of the initial term of office of each director, his successor shall be elected for a three (3) year term, subject to Paragraph 4 of this Article VII below. A director shall hold office until his successor has been elected and shall have qualified or until he has been removed in accordance with the provisions of these By-Laws.

b. Five-Member Board. Subject to Paragraph 4 of this Article VII, below, at the first annual meeting of the Association, or other annual meeting held subsequent to the events specified in Paragraph 4 of this Article VII below, the members shall elect two directors for a term of one (1) year, two directors for a term of two (2) years, and one director for a term of three (3) years. At the expiration of the initial term of office of each director, his successor shall be elected for a three (3) year term, subject to Paragraph 4 of this Article VII below. A director shall hold office until his successor has been elected and shall have qualified or until he has been removed in accordance with the provisions of these By-Laws.

**\*\*\* NOTE: See Amendment #1 at the end of this document.**

4. Limitation on Term of Office. At the annual meeting held subsequent to the earlier of: (i) December 31, 1999 or (ii) when three-fourths (3/4) of the Owners are other than the Declarant, the terms of office of all then existing officers and directors shall terminate. Election of new directors at such meeting shall be conducted as provided in Paragraph 3 above, and Paragraph 8, below.

5. Meetings and Notice. An annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members. Regular meetings of the Board of Directors shall be held without notice at such times and



at places within Dakota County, Minnesota, as may be fixed from time to time by a majority of the members of the Board of Directors. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by the Secretary within ten (10) days following the written request of any two (2) directors. Notice of any special meetings must be given to each director not less than four (4) days in advance thereof, and such notice shall state the time, place and complete agenda thereof. Notice to a director will be deemed to be given when deposited in the United States mail postage prepaid to the Lot address of such director or when personally delivered by the Secretary. Any director may, at any time, waive notice of a meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of necessary notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by that director of the time and place thereof. If all the directors are present and take part in any meeting of the Board of Directors, no notice shall be required.

6. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A majority vote of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action.

7. Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting when authorized in writing signed by all the directors.

8. Election of Directors. The election of directors comprising a three-member Board or a five-member Board, as the case may be, shall be conducted as follows:

- a. Three-Member Board. Directors of the Association shall be elected by vote as provided for in Article V hereof at the first annual meeting of the Association. At the first annual meeting, and at the annual meeting subsequent to the events specified in Paragraph 4 of this Article VII, above, the one candidate receiving the greatest number of votes shall serve a three (3) year term; the one candidate receiving the second greatest number of votes shall serve a two (2) year term; and the candidate receiving the third greatest number of votes shall serve one (1) year term of office. At all other annual meetings, the number of candidates to be elected shall equal the number of vacancies in the Board of Directors as of the date of the annual meeting, and the candidate receiving the highest number of votes at such meetings shall be declared elected to serve a three (3) year term. Cumulative voting is not permitted.

- b. Five-Member Board. Directors of the Association shall be elected by vote as provided for in Article V hereof at the first annual meeting of the Association. At the first annual meeting, and at the annual meeting subsequent to the events specified in Paragraph 4 of this Article VII, above, the one candidate receiving the greatest number of votes shall serve a three (3) year term; the two candidates receiving the second and third greatest number of votes shall serve two (2) year terms; and the two candidates receiving the fourth and fifth greatest number of votes shall serve one (1) year terms of office. At all other annual meetings, the number of candidates to be elected shall equal the number of vacancies in the Board of Directors as of the date of the annual meeting, and the candidate receiving the highest number of votes at such meetings shall be declared elected to serve a three (3) year term. Cumulative voting is not permitted.

**\*\*\* NOTE: See Amendment #1 at the end of this document.**

9. Vacancies. Vacancies in the Board of Directors, except for the Interim Board of Directors, shall be filled by a majority vote by the remaining directors even though they may constitute less than a quorum. Each person so elected shall serve as a director for the unexpired term of his predecessor.

10. Removal. After the first annual meeting of the Association, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. Neither a director nor the entire Board may be removed unless the notice of the annual or special meeting at which removal is to be considered states such purpose, and the director whose removal has been purposed shall be given an opportunity to be heard at the meeting. In the event of removal of a director by the members, his successor shall be elected at the same meeting at which removal occurred, and such successor shall serve for the unexpired term of his predecessor.

11. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

12. Powers and Duties. The Board of Directors (or Interim Board of Directors, when operative) shall have the powers and duties necessary for the administration of the affairs of the Association, and shall have all powers and duties granted, or not specifically prohibited, by statute, the Declaration, the Articles or by these By-Laws. Such powers and duties of the Board of Directors shall include but shall not be limited to, the following:

- a. Maintenance, repair and replacement of any entrance monuments to Hamilton Hills.



- b. Determination of what shall constitute common expenses required for the affairs of the Association, which shall include all ordinary and necessary expenses for the maintenance of the entrance monuments, and the establishment of a reserve for future repair, replacement and improvement thereof, and determination of a schedule of social activities for the members.
- c. Levy and collection of the assessments for common expenses from owners.
- d. Employment and dismissal of a managing agent and personnel necessary for the maintenance and operation of the Common Property at such compensation as may be determined by the Board of Directors; provided, that any contracts entered into for such purposes shall provide for termination upon ninety (90) days prior written notice and a maximum contract term of two (2) years.
- e. Adoption and implementation of Rules and Regulations governing such matters as parking, pet control and garbage handling as may be applicable to enhance the neighborhood.
- f. Preparation and submission to the Members of an annual report required by Article VI above.
- g. Maintenance of bank accounts on behalf of the Association and designating the signatories required therefore.

## **ARTICLE VIII**

### **OFFICERS**

1. Principal Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer all of whom shall be elected by the Board of Directors and all of whom must be members of the Board of Directors. The Board of Directors may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. No person may hold more than one office, except for the offices of Secretary and Treasurer.
2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting and shall hold office at the pleasure of the Board.
3. 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.

4. President. The President shall be the chief executive officer of the Association and of the Board of Directors. He shall have all of the general powers and duties which are normally vested in the office of president of a corporation, including without limitation the duty to supervise all other offices, to preside at all Member and Board meetings and to execute all contracts and similar obligations on behalf of the Association. He shall have such other duties as may from time to time be prescribed by the Board of Directors.

5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an Interim basis. The Vice President shall also perform such other duties as shall from time to time prescribed by the Board of Directors.

6. Secretary. The Secretary shall record the minutes of all meetings of all the Board of Directors and members. The Secretary shall keep and have charge of the books and records of the Board and the Association and shall give all notices required by the Governing Documents.

7. Treasurer. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidence of indebtedness and shall give bond in such sum and with sureties as the Board of Directors may require. The Treasurer shall keep the assessment rolls and accounts of the Owners. The Treasurer shall keep the books of the Association in accordance with good accounting practices and shall submit them to the Board of Directors for its examination upon request. The Treasurer shall deposit all monies 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. The Board of Directors may designate some or all of the foregoing functions to be undertaken by a managing agent. The Treasurer shall prepare and distribute an annual report as required by Article VI of these By-Laws.

8. Compensation. Excepts as authorized by the Board of Directors, officers of the Association shall receive no compensation for their services in such capacity. Such officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

9. Delegation of Officers Duties. The Board of Directors may delegate some or all of the duties of the Secretary and the Treasurer to be undertaken by a managing agent.



## ARTICLE IX

### OPERATION OF THE PROPERTY

1. Common Expenses. Common expenses shall mean and include all expenses approved or incurred by the Board of Directors or by officers of the Association pursuant to authority given to the Board of Directors by law, in the performance of the powers and duties of the Board of Directors, and those items identified as common expenses in the Declaration and these By-Laws.

2. Budget; Levy. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association and allocate, assess and levy such assessments equal among the Lots. The assessments shall be deemed to occur upon the vote adopting the resolution, which sets forth the common expenses and the allocation to the Lots. The assessments shall include those common expenses set forth in the Declaration and these By-laws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property; provided, however, that the assessment for common expenses shall include an adequate reserve fund for maintenance, repairs and replacement of the entrance monuments. The Board of Directors shall fix the amount of the annual assessment against each Lot and mail

3. Payment of Assessments. All owners shall be obligated to pay the common expenses assessed and levied by the Board of Directors. Such assessment shall be due in one annual payment, on the first day of January of the year for which the assessment is made or when designated by the Board of Directors in the case of special assessment.

4. Default in Payment of Assessments. Payment of assessment made on or before twenty (20) days after the date when due shall not bear interest. In the event any Owner does not make payment on or before twenty (20) days after the date when due, such Owner shall be obligated to pay interest at the rate of 6% per annum on such assessment from the date due, together with all expenses, including reasonable attorney's fees incurred by the Board in any proceeding brought to collect any such unpaid assessment. In the event of a default of more than thirty (30) days in payment of any assessment, the Board of Directors shall have the right and duty to attempt to recover all assessments for common expenses, together with interest thereon, together with the expenses of the proceeding, including reasonable attorney's fees, in action to recover the same brought against of a First Mortgagee, notice of a default of more than thirty (30) days in payment of any assessment or any other default in the performance of obligation by an Owner shall be given in writing to the First Mortgagee by the Secretary of the Association.

5. Foreclosure of Liens for Unpaid Assessments. In any action brought by the Association to foreclose a lien on a Lot because of any unpaid assessment, the Owner may be required by the Board of Directors to pay a reasonable rental for the use of the Lot, and the Association shall be entitled to the appointment of a receiver to collect the same.

6. 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 determine, record 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, and names of the Owners and First Mortgagees, and detailed and accurate records, of the receipts and expenditures of the Association. Such records of receipts and expenditures and the vouchers authorizing payments shall be available for examination by the Owners or Mortgagees.

## **ARTICLE X**

### **AMENDMENT TO BY-LAW**

1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of members present in person or by proxy.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **ARTICLE XI**

### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify every Director and officer, his heirs, executors and administrators, against all loss, cost and expense, including attorney's fees, reasonably incurred by him in connection with any 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, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of this duty as such director in relation to the matter involved. The foregoing right 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 of arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as a common expense; provided, however, that nothing in this Article 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 XII**

### **BONDS AND INSURANCE**

1. Fidelity Bonds. All directors, managers, trustees, officers, employees or volunteers of the Association responsible for handling funds belonging to or administered by the Association shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association and be a common expense. Such fidelity bonds shall name the Association as obligee, and be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses and reserves of the Association. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. All such bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Association and to the holders of all first mortgages of record covering the Lots.

2. Liability Insurance. All Board members and officers of the Association shall be protected from personal liability in the management of the Association's affairs by personal liability insurance. The premiums on such insurance shall be paid by the Association and shall protect such persons, for such expense and liabilities, in such manner, under such circumstances and to such extent as permitted by Section 317A.161 of Minnesota Statutes, as now enacted or hereafter amended.

3. Notice of Change in Insurance Coverage. Written notices, deposited in the U.S. mail, postage prepaid, shall be given to each member and owner, at least sixty (60) days prior to the date of effectiveness of any decision by the Board of Directors to change casualty and fire insurance on the Living Units from a blanket policy to individual policies.

## **ARTICLE XIII**

### **MISCELLANEOUS**

1. Notices. All notices required hereunder to be given to the Association of the Board of Directors shall be sent by certified 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 Owner/Member, or Occupant entitled to any notice, shall be sent by U.S. mail to his Lot 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 shall be sent by U.S. mail to their respective address 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.

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

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 By-Laws or the intent of any provision hereof.

4. Waiver. No restriction, condition, obligation or provision contained in these By-Laws 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.

5. Election Under the Internal Revenue Code. The Board shall make and file all elections and documents required pursuant to Section 528 of the Internal Revenue Code of 1986 in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Owners.

6. Fiscal Year. The fiscal year of the Association shall be established by the Board of Directors at the first meeting of said Board of Directors following the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Hamilton Hills Association, have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Herbert H. Wensmann

\_\_\_\_\_  
Elaine E. Wensmann

\_\_\_\_\_  
Terry Wensmann



**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Hamilton Hills Association, a Minnesota corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Secretary

## **Initial Meeting Minutes**



**MINUTES OF FIRST MEETING OF INCORPORATOR AND MEMBERS OF HAMILTON HILL  
ASSOCIATION**

The first meeting of the incorporator and members of Hamilton Hills Association was held at the corporate office at 3312 151<sup>st</sup> Street West, Rosemount, Minnesota 55068 on the 3<sup>rd</sup> day of June 1996 at 2:00 p.m. Herbert H. Wensmann, Elaine E. Wensmann and Terry Wensmann were present. Herbert H. Wensmann was chosen as temporary chairman of the meeting and Elaine E. Wensmann was chosen as temporary secretary of the meeting.

The secretary presented and read the Waiver of Notice if the Meeting signed by the incorporator and the First Board of Directors. The Waiver of Notice was filed with the minutes of the meeting.

The temporary chairman advised that the Articles of incorporation had been filed with the office of the Secretary of the State of the state of Minnesota and a Certificate of Incorporation had been issued on the 18<sup>th</sup> day of April 1996.

On motion duly made, seconded and unanimously carried, the Articles of incorporation were approved.

The temporary chairman presented a proposed set of By-Laws to govern the business and affairs of the corporation, which were read and considered.

Upon motion duly made, seconded and carried, the purposed set of By-Laws was adopted and ordered filed with the Minutes of the meeting.

The Declaration for Hamilton Hills (Lots 1 through 14, Block 1, and Lots 1 through 7, Block 2, HAMILTON HILL S1ST ADDITION) was presented to the meeting and the document was read and considered.

Upon motion duly made, seconded and carried, the purposed Declaration was adopted and ordered filed with the Minutes of the meeting.

Upon motion duly made, seconded and carried, the Directors named in the Articles of Incorporation were confirmed as the first Directors of the

corporation, to hold office until the first annual meeting of the members and until their respective successors shall have been duly elected and qualified.

There being no further business, the meeting was adjourned.

---

Elaine E. Wensmann, Acting Secretary

Approved:

---

Herbert H. Wensmann, Acting Chairman



**WAIVER OF NOTICE OF FIRST MEETING OF INCORPORATOR AND MEMBERS OF  
HAMILTON HILL ASSOCIATION**

We, the undersigned, being the incorporator and members of the First Board of Directors of Hamilton Hills Association, a corporation organized under the laws of the State of Minnesota, do hereby waive notice of the time, place and purpose of a first meeting of the incorporator and members of said corporation.

We designate the 3<sup>rd</sup> day of June 1996 at 2:00 p.m. as the time and 3312 151st Street West, Rosemount, Minnesota 55068, as the place of said meeting for the purpose of transacting all business that may properly come before said meeting

Dated this 3<sup>rd</sup> day of June 1996.

\_\_\_\_\_  
Herbert H. Wensmann

\_\_\_\_\_  
Elaine E. Wensmann

\_\_\_\_\_  
Terry Wensmann

\_\_\_\_\_  
Russell L. Streefland

**MINUTES OF FIRST MEETING OF INCORPORATOR AND MEMBERS OF HAMILTON HILL  
ASSOCIATION**

The first meeting of the incorporator and members of Hamilton Hills Association was held at the corporate office at 3312 151<sup>st</sup> Street West, Rosemount, Minnesota 55068 on the 3<sup>rd</sup> day of June 1996 at 2:15 p.m.

The following Directors were present:

Herbert H. Wensmann

Elaine E. Wensmann

Terry Wensmann

Constituting all members of the Board. Also present was Kelly Murray.

Herbert H. Wensmann was chosen as temporary chairman of the meeting and Kelly Murray was chosen as temporary secretary of the meeting.

The secretary presented and read the Waiver of Notice if the Meeting signed by all of the Directors.

The minutes of the meeting of the incorporator and members were read and approved.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the By-Laws adopted at the meeting of the incorporator and members be adopted by this Board as and for the By-Laws of this corporation.

The Declaration for Hamilton Hills (Lots 1 through 14, Block 1, and Lots 1 through 7, Block 2, HAMILTON HILL S1ST ADDITION) was presented to the meeting and the document was read and considered.

RESOLVED, that the Declaration approved at the meeting of the incorporators and members be adopted by this Board as the Declaration for Hamilton Hills as they apply to Lots 1 through 14, Block 1, and Lots 1 through 7, Block 2, HAMILTON HILL S1ST ADDITION, according to the record plat thereof, Scott County, Minnesota.



Elaine E. Wensmann submitted her resignation as a Director and her resignation was accepted with regrets. Pursuant to ARTICLE VII of the By-Laws, the vacancy on the Board of Directors was filled by the appointment of Kelly Murray, as follows: Upon motion duly made, seconded and carried, it was

RESOLVED, that Kelly Murray be appointed to the Board of Directors for a term commencing immediately and continuing until the first annual meeting of the Association.

The following persons were nominated as officers of the corporation to serve until their respective successors were chosen and qualified:

President – Herbert H. Wensmann

Vice President – Terry Wensmann

Secretary – Kelly Murray

Treasurer – Herbert H. Wensmann

No other nominations were made.

Ballots having been duly had all of the Directors present having voted, the chairman announced that the aforesaid persons had been elected to the office set before their respective names to serve until their successors are duly elected and qualified.

The president thereupon took the chair.

Upon motion duly made, seconded and carried, it was

RESOLVED, that Russell L. Streefland be designated and retained as the corporate counsel for the corporation until the first annual meeting of the members.

The secretary was authorized and directed to procure the proper corporate books.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the fiscal year of the corporation be established as running from the first day of January to the last day of December in each year.

RESOLVED, that the date of April 8, 1997, at 7:00 p.m. be designated as the date of the first annual meeting of the members.

Upon motion duly made, seconded and carried, it was

RESOLVED, that Vermillion State Bank be designated as the depository of this corporation and that the appropriate officials be authorized to execute a bank form corporate resolution with said depository and to then file the same with the minutes of this meeting.

A draft copy of proposed Rules and regulations was presented to the meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Rules and Regulation presented to the meeting be adopted as the Rules and Regulations of the corporation, to be effective immediately, and to continue in full force and effect until modified by future action of the Board of Directors, and that a copy of the Rules and Regulations be attached to the minutes and made part hereof by reference.

There being no further business, upon motion duly made, seconded and carried, it was

---

Kelly Murray, Secretary

Approved:

---

Herbert H. Wensmann, President



**WAIVER OF NOTICE OF FIRST MEETING OF INCORPORATOR AND MEMBERS OF  
HAMILTON HILL ASSOCIATION**

We, the undersigned, being the incorporator and members of the First Board of Directors of Hamilton Hills Association, a corporation organized under the laws of the State of Minnesota, do hereby waive notice of the time, place and purpose of a first meeting of the incorporator and members of said corporation.

We designate the 22<sup>nd</sup> day of April 1996 at 2:15 p.m. as the time and 3312 151st Street West, Rosemount, Minnesota 55068, as the place of said meeting for the purpose of transacting all business that may properly come before said meeting

Dated this 22<sup>nd</sup> day of April 1996.

\_\_\_\_\_  
Herbert H. Wensmann

\_\_\_\_\_  
Elaine E. Wensmann

\_\_\_\_\_  
Terry Wensmann

**WAIVER OF NOTICE OF FIRST MEETING OF INCORPORATOR AND MEMBERS OF  
HAMILTON HILL ASSOCIATION**

We, the undersigned, being the incorporator and members of the First Board of Directors of Hamilton Hills Association, a corporation organized under the laws of the State of Minnesota, do hereby waive notice of the time, place and purpose of a first meeting of the incorporator and members of said corporation.

We designate the 3<sup>rd</sup> day of June 1996 at 2:15 p.m. as the time and 3312 151st Street West, Rosemount, Minnesota 55068, as the place of said meeting for the purpose of transacting all business that may properly come before said meeting

Dated this 3<sup>rd</sup> day of June 1996.

\_\_\_\_\_  
Herbert H. Wensmann

\_\_\_\_\_  
Elaine E. Wensmann

\_\_\_\_\_  
Terry Wensmann



**RESIGNATION**

I resign my position as a Director on the Board of Directors of Hamilton Hills Association, effective immediately.

Dated: June 3, 1996

---

Elaine E. Wensmann



HAMILTON HILLS ASSOCIATION

**Amendments & Original Signature Pages**



**PLEASE INCLUDE THIS PAGE IN YOUR  
HAMILTON HILLS ASSOCIATION HANDBOOK  
FOR FUTURE REFERENCE.**

**Amendment 1**

**to the By-Laws**

**of Hamilton Hills Association**

The following amendments were approved by the homeowners of the Hamilton Hills Association at their annual meeting dated May 29, 2002 (amendments approved are underlined) :

Amendment to **Article VII, paragraph 3., sub-paragraph b.** shall read as follows:

Five-Member Board. Subject to Paragraph 4 of this Article VII, below, at the first annual meeting of the Association, or other annual meeting held subsequent to the events specified in Paragraph 4 of this Article VII, below, the members shall elect two directors for a term of one (1) year, two directors for a term of two (2) years, and one director for a term of three (3) years. At the expiration of the initial term of office of each director, his successor shall be elected for a two (2) year term, subject to Paragraph 4 of this Article VII below. A director shall hold office until his successor has been elected and shall have qualified or until he has been removed in accordance with the provisions of these By-laws.

Amendment to **Article VII, paragraph 8., sub-paragraph b.** shall read as follows:

Five-Member Board. Directors of the Association shall be elected by vote as provided in Article V hereof at the annual meeting of the Association. At the first annual meeting, and at the annual meeting subsequent to the events specified in Paragraph 4 of this Article VII, above, the one candidate receiving the greatest number of votes shall serve a three (3) year term; the two candidates receiving the second and third greatest number of votes shall serve two (2) year terms; and the two candidates receiving the fourth and fifth greatest number of votes shall serve one (1) year terms of office. At all other annual meetings, the number of candidates to be elected shall equal the number of vacancies in the Board of Directors as of the date of the annual meeting, and the candidates receiving the highest number of votes at such meetings shall be declared to serve two (2) year terms. Cumulative voting is not permitted.

**PLEASE INCLUDE THIS PAGE IN YOUR  
HAMILTON HILLS ASSOCIATION HANDBOOK  
FOR FUTURE REFERENCE.**

**Amendment 2**

**to the Declaration Of Covenants  
of Hamilton Hills Association**

The following amendments were approved by the homeowners of the Hamilton Hills Association at their annual meeting dated May 21, 2003 (amendments approved are underlined) :

Amendment to **Article V, paragraph 5.2, sub-paragraph f.** shall read as follows:

- (f) No radio, CB, television or other antennae of shall be installed or maintained by any owner or occupant anywhere on the Property except that one satellite dish not exceeding 18 inches in diameter is permitted on each residence but must be located away from view of the street to the rear of house. Exceptions must have Board approval per Article V, Section 5.1.

Streefland, Groves & Jagow

Attorneys at Law - Individual Practitioners

Russell L. Streefland  
Howard J. Groves  
Wayne A. Jagow  
Elizabeth M. Streefland

April 16, 1996

Ms. Joan Grove  
Secretary of State  
180 State Office Building  
100 Constitution Avenue  
St. Paul, Minnesota 55155

Re: Hamilton Hills Association

Dear Ms. Grove:

Enclosed herewith for filing please find Articles of Incorporation. My check for \$70.00 for your filing fee is also enclosed.

Thank you for your assistance.

Very truly yours,

*Russell L. Streefland*  
Russell L. Streefland

RLS/mkb  
Enclosure

RUSSELL L. STREEFLAND  
ATTORNEY AT LAW  
12940 HARRIET AVE., S.  
BURNSVILLE, MN 55337

10422

22-00/960  
April 16 19 96

PAY TO THE ORDER OF Secretary of State \$ 70.00

Seventy and no/100 DOLLARS

 **midway national bank**  
7300 West 147th Street • Apple Valley, Minnesota 55124

OR Hamilton Hills Association

*Russell L. Streefland*

⑆0⑆10422⑆ ⑆096000603⑆ 010 02 278⑆
















5. Election Under the Internal Revenue Code. The Board shall make and file all elections and documents required pursuant to Section 528 of the Internal Revenue Code of 1986 in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Owners.

6. Fiscal Year. The fiscal year of the Association shall be established by the Board of Directors at the first meeting at said Board of Directors following the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Hamilton Hills Association, have hereunto set our hands this 18<sup>th</sup> day of August, 1996.

  
Herbert H. Wensmann

  
Elaine E. Wensmann

  
Terry Wensmann

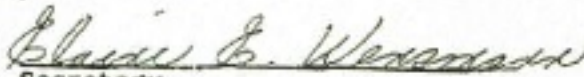
#### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Hamilton Hills Association, a Minnesota corporation, and

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18<sup>th</sup> day of August, 1996.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18<sup>th</sup> day of August, 1996.

  
Secretary

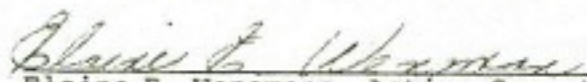


The Declaration for Hamilton Hills (Lots 1 through 14, Block 1, and Lots 1 through 7, Block 2, HAMILTON HILLS 1ST ADDITION) was presented to the meeting and the document was read and considered.

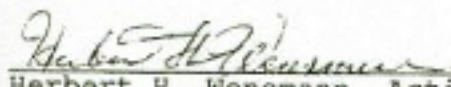
Upon motion duly made, seconded and carried, the proposed Declaration was adopted and ordered filed with the Minutes of the meeting.

Upon motion duly made, seconded and carried, the Directors named in the Articles of Incorporation were confirmed as the first Directors of the corporation, to hold office until the first annual meeting of the members and until their respective successors shall have been duly elected and qualified.

There being no further business, the meeting was adjourned.

  
Elaine E. Wensmann, Acting Secretary

Approved:

  
Herbert H. Wensmann, Acting Chairman



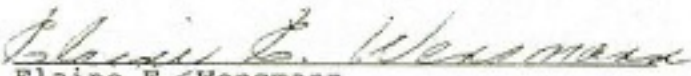
WAIVER OF NOTICE OF FIRST MEETING  
OF THE INCORPORATOR AND MEMBERS  
OF HAMILTON HILLS ASSOCIATION

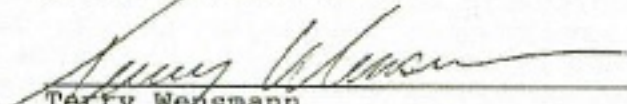
We, the undersigned, being the incorporator and members of the First Board of Directors of Hamilton Hills Association, a corporation organized under the laws of the State of Minnesota, do hereby waive notice of the time, place and purpose of a first meeting of the incorporator and members of said corporation.

We designate the 3rd day of June, 1996 at 2:00 p.m. as the time and 3312 151st Street West, Rosemount, Minnesota 55068, as the place of said meeting for the purpose of transacting all business that may properly come before said meeting.

Dated this 3rd day of June, 1996.

  
Herbert H. Wensmann

  
Elaine E. Wensmann

  
Terry Wensmann

\_\_\_\_\_  
Russell L. Streefland

Upon motion duly made, seconded and carried, it was

RESOLVED, that the fiscal year of the corporation be established as running from the first day of January to the last day of December in each year.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the date of April 8, 1997, at 7:00 p.m. be designated as the date of the first annual meeting of the members.

Upon motion duly made, seconded and carried, it was

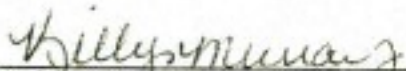
RESOLVED, that Vermillion State Bank be designated as the depository of this corporation and that the appropriate officials be authorized to execute a bank form corporate resolution with said depository and to then file the same with the minutes of this meeting.

A draft copy of proposed Rules and Regulations was presented to the meeting.

Upon motion duly made, seconded and carried, it was

RESOLVED, that the Rules and Regulations presented to the meeting be adopted as the Rules and Regulations of the corporation, to be effective immediately, and to continue in full force and effect until modified by future action of the Board of Directors, and that a copy of the Rules and Regulations be attached to the Minutes and made a part hereof by reference.

There being no further business, upon motion duly made, seconded and carried, the meeting was adjourned.

  
\_\_\_\_\_  
Kelly Murray, Secretary

Approved:

  
\_\_\_\_\_  
Herbert H. Wensmann, President




WAIVER OF NOTICE OF FIRST MEETING  
OF THE BOARD OF DIRECTORS  
OF HAMILTON HILLS ASSOCIATION

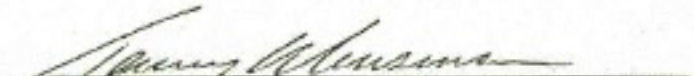
We, the undersigned, being the directors of Hamilton Hills Association, a corporation organized under the laws of the State of Minnesota, do hereby waive notice of the time, place and purpose of the first meeting of the Board of Directors of said corporation.

We designate the 22nd day of April, 1996, at 2:15 p.m. as the time, and 3312 151st Street West, Rosemount, Minnesota, as the place of said meeting for the purpose of transacting all business that may properly come before said meeting.

Dated this 22nd day of April, 1996.

  
Herbert H. Wensmann

  
Elaine E. Wensmann

  
Terry Wensmann



WAIVER OF NOTICE OF FIRST MEETING  
OF THE BOARD OF DIRECTORS  
OF HAMILTON HILLS ASSOCIATION


We, the undersigned, being the directors of Hamilton Hills Association, a corporation organized under the laws of the State of Minnesota, do hereby waive notice of the time, place and purpose of the first meeting of the Board of Directors of said corporation.

We designate the 3rd day of June, 1996, at 2:15 p.m. as the time, and 3312 151st Street West, Rosemount, Minnesota, as the place of said meeting for the purpose of transacting all business that may properly come before said meeting.

Dated this 3rd day of June, 1996.

  
Herbert H. Wensmann

  
Elaine E. Wensmann

  
Terry Wensmann

RESIGNATION

I resign my position as a Director on the Board of Directors of Hamilton Hills Association, effective immediately.

Dated: June 3, 1996

Elaine E. Wensmann  
Elaine E. Wensmann