



**BYLAWS OF AUDUBON HOMEOWNER'S ASSOCIATION, INC.,
A MINNESOTA NON-PROFIT CORPORATION**

ARTICLE I - NAME AND DATE OF INCORPORATION

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

Section 2.. Date of Incorporation. The Articles of Incorporation of the Association were filed in the office of the Secretary of State of the State of Minnesota on March 17, 2006.

ARTICLE II - MEMBERSHIP AND VOTING

Section 1. Eligibility. The membership of the Association shall consist of the Lot Owners of the Lots within Common Interest Community No. 296 (The "CIC") known as Audubon Homeowner's Association, Inc., Washington County, Minnesota. Membership in the Association shall be appurtenant to, and shall not be separated from Lot ownership in the CIC. A person shall cease to be a member of the Association at such time as the person ceases to be a Lot Owner of a Lot. Each Lot shall have one vote. Where there is more than one Lot Owner of a Lot, all of such Lot Owners shall be members of the Association and the vote allocated to that Lot in accordance with the Declaration and these Bylaws shall be cast as the Lot Owners among themselves may determine and signify in writing to the Association, but in no event shall more than one vote be cast with respect to any Lot nor shall the vote allocated to a Lot be split or otherwise cast separately by the Lot Owners. Where there is more than one Lot Owner of a Lot, the Lot Owners thereof shall notify the Secretary of the Association in writing of the name of the Lot Owner who has been designated to cast the vote attributable to that Lot on behalf of all of the Lot Owners of that Lot. If the Owners of a Lot cannot agree on the Lot Owner who is to be designated to cast the vote attributable to the Lot owned by such Owners, or on the manner in which such vote is to be cast, the Lot Owners shall submit such dispute to the Board of Directors of the Association. The Board of Directors shall resolve such dispute in the manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Lot Owners. Membership in the Association shall automatically pass when the ownership of a Lot is transferred in any manner.

Section 2. Registration of Owner. It shall be the duty of each Lot Owner to register with the Secretary of the Association in writing (i) the name and address of such Lot Owner; (ii) the nature and satisfactory evidence of such Lot Owner's interest or estate in a Lot; and (iii) the addresses

at which such Lot Owner desires to receive notice of any duly called meeting of the Members. If a Lot Owner does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such person hereunder, and shall not recognize such person's right to vote as provided herein, but such failure to register shall not relieve a Lot Owner of any obligation, covenant or restriction under the Declaration or these Bylaws. If there is more than one Lot Owner of a Lot, each must execute the registration as provided in this paragraph.

Section 3. Majority of Owners. As used in these Bylaws, the term "Majority of Owners" shall mean Owners holding 50% of the total number of votes in the Association.

Section 4. Proxies. Owners may execute a written proxy statement appointing a third party to cast the Owner's vote at an annual or special Association meeting. The Owner must file the proxy statement with the Association secretary before the appointed time of each meeting. A proxy statement shall be valid for a period of one year unless the proxy statement itself indicates that it is valid for a different period of time.

Section 5. Quorum. Except as otherwise provided in these Bylaws, the presence of a Majority of Owners eligible to vote, in person or by written proxy statements, shall constitute a quorum.

Section 6. Place of Meetings. Meetings of the Association shall be held at the office of the Association or such other suitable place convenient to the Owners as the Board may designate.

Section 7. Annual Meetings. The first annual meeting of the Association shall be held on the second Tuesday in September, 2006. Thereafter, the annual meetings of the Association shall be held on the second Tuesday in January of each succeeding year or at such other time and place as the Board of Directors may, from time to time reasonably determine. At each annual meeting, the Owners shall elect one or more Directors in accordance with the requirements of the Bylaws. The Owners may also transact such other business of the Association as may properly come before them.

Section 8. Special Meetings. The Association president shall call a special meeting of the Owners if:

- (a) The Board adopts a resolution directing the president to call a special meeting;
- or
- (b) A Majority of the Owners execute and present to the Association's secretary a petition requesting a special meeting of the Owners;

No business shall be transacted at a special meeting except as stated in the notice provided pursuant to Section 9 unless four-fifths (4/5) of the Owners present in person or by proxy consent to the transaction of additional business.

Section 9. Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting to each Owner of record, at least 21 days prior to such meeting for annual meeting and at least 7 days prior to such meeting for special meetings, but not more than 30 days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served. The notice shall state the purpose of the annual or special meeting; the time and place where the annual or special meeting shall be held; and shall include a complete agenda for the annual or special meeting. The notice of meeting shall also be given to the Conservation Easement Holder who may send representatives to attend the meetings and participate in the discussions which relate to the Protected Property of the Conservation Easement.

Section 10. Adjourned Meetings. If any meeting of Owners cannot be organized for lack of a quorum, a majority of the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called and this process may be continued until a quorum can be obtained.

Section 11. Order of Business. The order of business at all annual meetings of the Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

ARTICLE III - BOARD OF DIRECTORS

Section 1. Declarant Control. The Declarant shall designate the Association's initial Board of Directors (The "Board"). The Declarant shall also have the right to designate and select successors to the initial directors as may be required from time to time. Except as provided below, the Declarant shall control the Board of Directors for three years from the date of the first conveyance of a Lot to a Lot Owner other than the Declarant. The period of Declarant control will terminate before the expiration of the three-year period only upon Declarant's voluntary surrender of control to the Owners or sixty (60) days after the date Declarant has conveyed 75% of the Units to Owners other than a Declarant. During the 60-day period referenced above, the Owners shall elect a new Board at an annual meeting or at a special meeting called for that purpose. Sixty days after the date Declarant has conveyed 50% of the Units to Owners other than a Declarant, Owners other than Declarant shall elect not less than 33-1/3% of all the members of the Board at an annual meeting or at a special meeting called for that purpose. In determining whether the period of Declarant control has terminated or whether Owners other than Declarant are entitled to elect members of the Board, the percentage of the Units which Declarant has conveyed is presumed to be that percentage which would have been conveyed if all of the Units which Declarant has built or reserved the right to build in the Declaration were included in the CIC.

Section 2. Number and Qualifications. The Board shall consist of three members until such time as the Association holds the election required after 50% of the Units have been conveyed to Owners other than a Declarant. After that election, Board shall consist of five (5) directors. The Declarant shall select three of the directors, and the Owners shall elect two of the directors. After 75% of the Units have been conveyed to Owners other than Declarant, the Owners shall elect all five members of the Board. Each member of the Board, unless selected by Declarant under Section 1 above, shall be one of the Owners and shall reside in the CIC; provided, however, that if an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership or other legal entity, or beneficiary of such trust, may serve as a director if such agent or beneficiary, unless an agent of the Declarant, also resides in the CIC.

Section 3. Election and Term of Office. At the first annual meeting of the Association following termination of Declarant control, the term of office of two directors shall be fixed for three (3) years. The term of office of two directors shall be fixed at two (2) years, and the term of office of one director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective director, the director's successor shall be elected to serve a three-year term. Directors take office upon election and hold office until successor directors are elected and hold their first meeting.

Section 4. Vacancies. Except as provided below, a majority of the remaining directors shall vote to fill vacancies on a Board even though the remaining directors may constitute less than a quorum. Each director so elected shall be a director until the Owners elect a successor at the next annual meeting of the Association. The Declarant may appoint a director to fill a vacancy which occurs on the Board during a period of Declarant control. If a Majority of Owners remove a director

pursuant to Section 5, the Owners shall elect a director to replace the director removed.

Section 5. Removal of Directors. A Majority of Owners may, with or without cause, remove a director whom the Owners elect, but not a director whom the Declarant appoints, at any annual or special meeting duly called, and the Owners shall immediately elect a successor to fill the vacancy created. If the Owners propose the removal of a director, the director shall be given an opportunity to be heard before a vote is taken on the director's removal.

Section 6. Organizational Meeting. The first meeting of a newly elected Board shall be held within ten (10) days of election at such place as the directors shall determine at the meeting at which the directors were elected. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the Board is present at the meeting.

Section 7. Regular Meetings. The Board may hold regular meetings at the time and place as a majority of the directors shall determine. At least two regular meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or via mail, telephone or telegraph, at least three (3) days prior to the date of the meeting.

Section 8. Special Meetings. The president may call special meetings of the Board on three (3) days notice to each director. The notice shall be given personally or via mail, telephone or telegraph, and shall state the time, place and purpose of the meeting. The president shall call a special meeting of the Board upon the written request of at least two (2) directors.

Section 9. Waiver of Notice. Before or at any meeting of the Board, any director may, in writing, waive notice of the meeting and the written waiver shall be deemed equivalent to the giving of notice. A director's attendance at any meeting of the Board shall constitute the director's waiver of notice of the meeting. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting and reschedule the meeting with proper notice and for a time which is within thirty (30) days of the originally scheduled meeting. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted.

Section 11. Electronic Meetings. A conference among directors via any means of communication through which the participants may simultaneously hear each other during the conference constitutes a meeting of the Board if the same notice is given of the conference as would be required for a meeting, and if the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting. The participation in the meeting by that means constitutes a directors presence, in person, at the meeting.

Section 12. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except those which the Association is not authorized to or is prohibited from delegating to the Boards. The powers and duties of the Board acting on behalf of the Association shall include, but shall not be limited to, the following:

- (a) Adopting and amending Rules and Regulations governing the use of the Common Areas or the Lots;
- (b) Adopting and amending budgets of revenues, expenditures and reserves and collecting assessments for Common Expenses from Owners;
- (c) Hiring and terminating managing agents and other employees, agents and independent contractors;
- (d) Instituting, defending or intervening in litigation or administrative proceedings in the name of and on behalf of the Association or two or more Owners on matters affecting the CIC and, under appropriate circumstances to commence any and all legal or equitable actions to enforce the provisions of the Declaration, Bylaws and Rules and Regulations of the Association.
- (e) Regulating the use (including prohibiting use), maintenance, repair, replacement and modification of Common Areas;
- (f) Causing improvements to be made as a part of the Common Areas;
- (g) Granting leases, licenses and concessions not to exceed one year and utility easements through or over the Common Areas; provided, however, that after conveyance to Owners other than the Declarant of Lots to which more than 50% of the voting power is allocated, the Association may by resolution at a meeting of the Owners duly called grant leases, licenses and concessions in excess of one year and easements through or over the Common Areas;
- (h) Imposing and receiving any payments, fees or charges for the use, rental or operation of the Common Areas;
- (I) Imposing reasonable charges including reasonable costs and attorneys' fees for the evaluation, preparation and recordation of Amendments to the Declaration, resale certificates or statements of unpaid assessments;
- (j) Providing for the indemnification of directors and officers and maintaining directors' and officers' liability insurance;

- (k) Imposing charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;
- (l) Opening bank accounts on behalf of the Association and designating the signatories required therefor;
- (m) Purchasing, leasing or otherwise acquiring Lots offered for sale or lease or surrendered by their Owners to the Association in the name of the Association, or its designee, corporate or otherwise, on behalf of all Owners;
- (n) Purchasing Lots at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Owners;
- (o) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by, and subleasing Lots leased by the Association or its designee, corporate or otherwise, on behalf of all Owners;
- (p) Organizing corporations to act as designees of the Association in acquiring title to or in leasing of Lots on behalf of all Owners;
- (q) Obtaining insurance for the CIC, including the Lots pursuant to the provisions of the Declaration;
- (r) Making repairs, additions and improvements to the property and repairs to and restoration of the CIC in accordance with the other provisions of the Declaration and these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (s) Commencing appropriate legal action for collection of Common Expenses as hereinafter provided;
- (t) Making improvements and replacements to the CIC of a cost not to exceed \$25,000 per improvement or \$50,000 for all improvements or replacements over a twelve-month (12) period without further approval of a Majority of the Owners attending (personally or by proxy) at a meeting called for such purpose;
- (u) Approval of all payment vouchers by an officer of the Association, or, if authorized by the Board, by the managing agent;
- (v) Preparing the annual report to the Owners;
- (w) Preparing all certificates required in connection with the re-sale of Lots;

(x) Settling all disputes, claims, controversies or litigation with or against Declarant, general contractors, subcontractors, architects and/or engineers relating to or arising from the construction, maintenance or operation of the Common Areas or matters common to two or more Lots;

(y) Exercising any other powers conferred by state law, the Declaration or Bylaws.

Section 13. Managing Agent. The Board may employ a managing agent for the Association at a compensation to be established by the Board, to perform such duties and services as the Board shall authorize and direct.

ARTICLE IV - OFFICERS

Section 1. Designation. The principal officers of the Association are to be a president, a vice president and a secretary-treasurer. The Board shall elect officers. The president, vice president and secretary-treasurer shall be directors. The directors may appoint an assistant treasurer and an assistant secretary and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The Board shall elect the officers of the Association annually at the organizational meeting of each new Board. Officers shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. A majority of the directors may, by affirmative vote, remove any officer either with or without cause. The Board shall elect a successor at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4. President. The president shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board. He or she shall have all of the general powers and duties which are usually vested in the president of a Minnesota non-profit corporation including, but not limited to, the power to appoint committees from among the Owners from time to time as he or she may in his or her discretion decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The vice president shall take the place of the president and perform his or her 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 to act as president on an interim basis. The vice president shall also perform such other duties as the Board may improve on him or her.

Section 6. Secretary-Treasurer. The secretary-treasurer shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He or she shall have charge of such books and papers as the Board may direct; shall, in general, perform all the duties

incident to the office of secretary; shall have responsibility for Association funds and securities; shall keep full and accurate accounts of all receipts and disbursements in books belonging to the Association; shall be responsible for depositing all monies and other valuable effects in the name and to the credit of the Association in such depositories as the Board may from time to time designate.

ARTICLE V - BUDGET AND ASSESSMENTS

Section 1. Initial Budget. Before the conveyance of the first Lot to a purchaser other than a Declarant, the Board shall adopt an initial budget containing an estimated cash requirement for the expenses of the Association for the period commencing with the first day of the month in which the sale of the first Lot is closed and ending on December 31 of the calendar year in which such sale occurs.

Section 2. Annual Budget. For each calendar year after the year in which the first Lot is sold to a purchaser other than a Declarant, the Board shall create an annual budget estimating the amount necessary to pay the cost of wages, materials, insurance, services and supplies and other expenses of the Association including unpaid assessments from the current or past year and the amount which the Board reasonably determines is necessary for a reserve for contingencies and replacements. On or before November 1 of each year, the Board shall provide each Owner with a proposed annual budget for the next calendar year. The proposed budget shall state the estimated amount needed to operate the Association, with reasonable itemization thereof, and shall state the amount of the projected annual assessment for the Owner's Lot. Each December, the Board shall adopt an annual budget for the following year. If additional Lots are added to the CIC under the terms of the Declaration, the Board may adjust the annual budget and payments required thereunder to reflect such additional Lots and increased Common Expenses, if any.

Section 3. Annual Assessments. Before the first Lot is sold to a purchaser other than a Declarant and on or before January 1st of each year thereafter, the Board shall assess the amount of the estimated cash requirement contained in the annual budget against the individual Lots according to the Common Expense Liability assigned to each Lot in Exhibit "A" of the Declaration. The full amount of each individual Lot's share of the assessment shall be a lien against that individual Lot and the joint and several, personal obligation of Owner(s) of that individual Lot as of January 1 of the year of assessment. On the first day of each month of each year, the Owner(s) of each Lot shall pay to the Board or as the Board may direct 1/12 of the annual assessment for the Owner(s)' Lot. Owners shall pay monthly installments of annual assessments, in full, without set-off for claims which the Owners may assert against the Association.

Section 4. Special Assessments. In addition to the annual assessments levied on or before January 1 of each year, the Board may levy special assessments at such other and additional times as the Board, in its sole judgment, determines are appropriate to meet the financial needs of the Association. Such special assessments shall be levied in the same manner as annual assessments and shall be due and payable as the Board determines. Owners shall pay special assessments as the Board determines without set-off for claims which the Owners may assert against the Association.

The Board may not levy special assessments in any one calendar year in excess of \$5,000 without the approval of a Majority of Owners. Such approval may be solicited in writing at the annual meeting of the Owners or at a special meeting of the Owners called for that purpose.

Section 5. Failure to Prepare Budget. The failure of the Board to prepare a proposed or final annual budget or to deliver either to an Owner shall not constitute a waiver or release in any manner of the Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any proposed or final budget the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until a new annual budget is mailed or delivered to the Owner.

ARTICLE VI - REPORTS AND CERTIFICATES

Section 1. Annual Reports. The Association shall prepare and distribute to each Owner an annual report on or before April 1st of each year. The annual report shall contain, at a minimum, the following:

- (a) A statement of any capital expenditures in excess of the greater of 2% of the current budget or \$5,000,000, which the Board anticipates during the current year or succeeding two fiscal years;
- (b) A statement of the status and amount of any reserve or replacement fund and that portion of the fund which the Board has designated for any specified project;
- (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 to which the Association is a party;
- (e) A statement of the insurance coverage provides;
- (f) A statement of any unpaid annual or special assessments identifying the Lot number and the amount of the unpaid assessment;
- (g) An itemized accounting of the Common Expenses actually incurred in the preceding calendar year, including amounts used to fund reserves, and the amount of the annual and special assessments actually collected in the preceding calendar year.

Section 2. Resale of Lots. The Association shall comply with all requirements of the Act relating to certificates regarding resale of Lots which shall contain the following:

- (a) A statement disclosing any right of first refusal or other restraint on the free alienability of the Lot contained in the Declaration, Bylaws, Rules and Regulations

or any amendment thereof;

(b) A statement setting forth the amount of periodic installments of Common Expense Assessments and special assessments and any unpaid Common Expense or special assessment currently payable;

(c) A statement of any other fees which Owners must pay;

(d) A statement of any capital expenditures which the Association has approved for the current and next succeeding two (2) fiscal years;

(e) A statement that a copy of the CIC Plat and any amendments thereof are available in the office of the Association for inspection;

(f) A statement of the amount of any reserves for capital expenditures and of any portions of those reserves which the Association has designated for any specified projects;

(g) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association;

(h) The current budget of the Association;

(I) A statement of any judgments against the Association and the status of any pending suits to which the Association is a party;

(j) A statement describing any insurance coverage provided for the benefit of Lot Owners.

ARTICLE VII - AMENDMENTS TO BYLAWS

Subject to the terms of the Declaration, the members of the Association may amend these Bylaws at an annual meeting or at a special meeting called for that purpose. To be effective, the Owners of at least 67% of the Lots and the holders of first mortgages on at least 67% of the Lots subject to first mortgages (each mortgage having one vote per Lot financed) must vote in favor of the amendment in person or by written proxy, and the Association must record the amendment in the appropriate county land records. During the period that the Declarant is in control of the Association, the Bylaws may not be amended without the prior written consent of the VA.

ARTICLE VIII - NOTICES

Section 1. Notice of Change of Resident. If the Owner is not residing in the Owner's Lot, the Owner shall promptly notify the Association through the managing agent, if any, or the president if there is no managing agent, of the name of the resident of the Owner's Lot; the address of the Owner's new residence or corporate or partnership offices, as the case may be; and the Owner's current mailing address, and the Association shall maintain such information in a record book.

Section 2. Notice to Association. An Owner who mortgages his Lot shall notify the Association through the Managing agent, if any, or the president in the event there is no managing agent, of the name and address of his mortgagee; and the Association shall maintain such information in a record book.

Section 3. Notice of Unpaid Assessments. The Association shall at the written request of a mortgagee of a Lot report any unpaid assessments due from the Owner of such Lot.

ARTICLE IX - INDEMNIFICATION

Section 1. General. Subject to Section 2 hereof, the Association shall indemnify each person who is or was a director, officer, member of any committee which the Board of Directors forms, or serving the Association as the Association's appointed representative to some other corporation or legal entity for actions which the person takes or decisions which the person makes on behalf of the Association, as set forth in Section 31 of the Declaration.


Section 2. Limitation on Indemnification. Indemnification pursuant to Section 1 of Article X hereof, shall be for the sole and explicit benefit of the persons expressly identified therein and no other person, corporation or legal entity of whatever nature shall have any rights thereunder by way of voluntary or involuntary assignment, subrogation or otherwise.


Section 3. Insurance. To the extent reasonably available, the Association shall maintain and pay for a contractual liability endorsement to the Association's liability insurance policy to insure its obligations under Section 1 of this Article IX.

ARTICLE X - COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Act and the Declaration. In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the Act will apply unless expressly stated otherwise.

The foregoing Bylaws of the Audubon Homeowner's Association, Inc., a Minnesota non-profit corporation, were adopted by action of its Board of Directors on the 3/5th day of March, 2006.

By 
Its President

By 
Its Secretary-Treasurer

STATE OF MINNESOTA)
)ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 31 day of March, 2006, by Michael J. Lynskey, Jr. and Robert D. Clark, the President and Secretary-Treasurer of Audubon Homeowner's Association, Inc., a Minnesota non-profit corporation, on behalf of the corporation.



Theresa J. Walen
Notary Public

This Instrument was drafted by:

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JSM

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County Recorder
Washington County, MN

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Cindy Koosmann
County Recorder

By: Cindy Koosmann

