

**These**

**Articles of Incorporation,  
By-Laws, and Declarations**

**were revised and approved by**

**Pathfinder Village St. Croix  
Owners Association**

**at the Annual Meeting**

**May 25, 2008**

**AMENDED AND RESTATED**

**ARTICLES OF INCORPORATION  
OF PATHFINDER VILLAGE-ST. CROIX  
OWNERS ASSOCIATION, INC.**

The undersigned being the Secretary of **PATHFINDER VILLAGE-ST. CROIX OWNERS ASSOCIATION INC.**, a non-profit corporation under Chapter 317A of Minnesota Statutes as amended (the "Association") hereby certifies that the following constitute the full and complete Amended and Restated Articles of Incorporation for the Association, having been duly ratified by the owners and members in accordance with the terms, conditions and provisions of the original Articles of Incorporation and By-Laws of the Association.

**ARTICLE I  
NAME**

The name of the Association shall be **PATHFINDER VILLAGE-ST. CROIX OWNERS ASSOCIATION, INC.**

**ARTICLE II  
REGISTERED OFFICE**

The registered office of the Association shall be located at 200 Pathfinder Village, Hinckley, Minnesota 55037, County of Pine, State of Minnesota.

**ARTICLE III  
PURPOSES AND POWERS**

The purposes of the Association are to provide for maintenance, preservation and architectural control of the campsteads and common areas within **PATHFINDER VILLAGE-ST. CROIX**, Pine County, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for said County and State, and to promote the health, safety and welfare of the members within the above described property and such additions thereto as may hereafter be brought within the jurisdiction of the Association, hereafter referred to as the "Properties," and to promote the welfare of the Association.

1. Except as provided in subsection (2), and subject to the provisions of the Declarations and By-Laws the Association shall have the following powers to:
  - (a) Operate and function exclusively as a non-profit corporation with the rights, power and privileges permitted by Chapter 317A of the Minnesota Statutes;
  - (b) Fix, levy, collect and enforce payment by any lawful means, all charges, late fees,

finances, assessments, collection fees and legal fees against the Properties, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied against the Association;

- (c) Impose and receive any payments, fees or charges for the use, rental or operation of the common areas and for services provided to lot owners;
- (d) Impose charges for the late payment of assessments and after notice of an opportunity to be heard, levy reasonable fines for violations of the Declarations, By-Laws, Articles of Incorporation and Rules and Regulations of the Association.
- (e) Acquire (by gift, purchase or otherwise), own, hold, improve, operate, maintain, sell, lease, transfer, mortgage, dedicate for public use or otherwise dispose of real property or other assets in connection with the affairs of the Association.
- (f) Grant public utility easements through, over or under the common areas, subject to approval by resolution of the lot owners other than declarant or its affiliates at a meeting duly called and grant other public or private easements, leases and licenses through, over or under the common areas.
- (g) Adopt and amend budgets for revenues, expenditures and reserves and levy and collect assessments for common area expenses from lot owners.
- (h) Hire and discharge managing agents and other employees, agents and independent contractors.
- (i) Adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, By-Laws and Declarations as follows:
  - 1. Regulating the use of the common areas.
  - 2. Regulating the use of the lots and the conduct of its occupants, that may jeopardize the health, safety or welfare of the other occupants, which involves noise or other disturbing activity or which may damage the common areas or other lots.
  - 3. Regulating or prohibiting the type of animals and their activities.
  - 4. Regulating changes in the appearance of the common area and conduct which may damage the community.
  - 5. Regulating the exterior appearance of the community with control of signs, trees, weeds or lot improvements.
  - 6. Implementing the Articles of Incorporation, By-Laws and Declarations and exercising the powers granted by them.
- (j) Institute, defend or intervene in litigation or administration proceedings (I) in its own name on behalf of itself or two or more lot owners on matters affecting the common

areas or other matters affecting the common interest, (II) with the consent of the lot owners of the affected lots on matters affecting only those lots.

- (k) Make contracts and incur liabilities.
  - (l) Provide for the indemnification of its officers and directors and maintain directors and officers liability insurance.
  - (m) Provide for reasonable procedures governing the conduct of meetings and election of directors.
  - (n) Install and maintain, or cause to be installed and maintained, ingress and egress, electrical and water services to the Properties.
  - (o) Regulate the use, maintenance, repair, improvement, replacement and modification of the common areas within the Properties.
  - (p) Maintain unkept lands or trees within the Properties.
  - (q) Enforce any and all covenants, conditions, and restrictions applicable to the Properties.
  - (r) Do any other thing now or hereafter permitted a corporation organized under the non-profit corporation law of Minnesota, which in the opinion of the Board of Directors of the Association, will promote the common benefit and enjoyment of the members of the Association.
2. Notwithstanding subsection (1.) the Articles of Incorporation, the By-Laws and Declarations may not impose limitations on the powers of the Association to deal with the declarant which are more restrictive than the limitations imposed on the power of the Association to deal with other persons.

The foregoing enumeration of powers is made in furtherance and not in limitation, of the powers conferred upon this Association by law, and is not intended, by the mention of any particular power to limit or restrict any lawful power to which this Association may be otherwise entitled.

#### **ARTICLE IV** **NO PECUNIARY GAIN TO MEMBERS**

The Association does not and shall not afford pecuniary gain, incidentally or otherwise, to its members. None of its members shall be personally liable for corporate debt. Members, however, shall be liable to this Corporation for the assessments as specified in the Declaration.

#### **ARTICLE V** **BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of Directors. The number of Directors shall be as prescribed in the By-Laws of the Association. The initial Board of Directors shall consist of three (3) Directors, each of whom shall continue in office until the first meeting of the members and until their successor is elected and qualified. The Directors shall serve concurrent terms. The names and addresses of the first Board of Directors are as follows:

Thomas J. Nammacher	731 Hennepin Avenue Minneapolis, MN 55403
Dennis F. Malloy	731 Hennepin Avenue Minneapolis, MN 55403
Patricia Cragoe	731 Hennepin Avenue Minneapolis, MN 55403

#### **ARTICLE VI** **DURATION**

The duration of the Association shall be perpetual.

#### **ARTICLE VII** **INCORPORATORS**

The following persons acted as the incorporators who formed the corporation: Thomas J. Nammacher, Dennis F. Malloy, Patricia Cragoe, all of whom had the following address:

731 Hennepin Avenue  
Minneapolis, MN 55403

#### **ARTICLE VIII** **CAPITAL STOCK**

The Association shall have no capital stock, and has no authority to issue capital stock.

#### **ARTICLE IX** **DIRECTOR LIABILITY**

To the fullest extent permitted by Chapter 317A, Minnesota Statutes, as the same exists or may hereafter be amended, a director or this Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director.

#### **ARTICLE X** **VOTING RIGHTS OF MEMBERS**

Each owner of a lot within PATHFINDER VILLAGE-ST. CROIX shall be a member of the Association. The Association shall have one class of voting membership to be known as Class A.

Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in and lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

#### **ARTICLE XI** **DISSOLUTION**

This Corporation may be dissolved only with the written consent of members holding at least 90% of the voting power of the Corporation. Written notice of a proposal to dissolve, setting forth the reasons thereof and the disposition to be made of its assets (which shall be consistent with Article XII hereof) shall be mailed to every member at least ninety (90) days prior to any meeting at which such dissolution shall be voted upon.

#### **ARTICLE XII** **DISPOSITION OF ASSETS UPON DISSOLUTION**

Upon dissolution of the Corporation, all of its property and assets, both real and personal, including, but limited to electric and water lines, if any, first shall be dedicated or transferred to an appropriate municipality, public agency or utility, or if such transfer of dedication be refused, such assets then shall be granted, conveyed and assigned to any Nonprofit Corporation, Association, Trust, or other entity, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by this Corporation. No disposition of the assets of this Corporation shall be effective to divest or diminish any vested rights or title of any member in any such assets arising under recorded covenants and deeds applicable to such assets unless in accordance with provisions of such covenants and deeds.

#### **ARTICLE XIII** **AMENDMENTS**

These Articles of Incorporation may be amended only with the assent of 51% of the Members.

In witness whereof, I have here unto executed these Amended and Restated Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PATHFINDER VILLAGE-ST. CROIX OWNERS ASSOCIATION, INC.**

BY: \_\_\_\_\_  
Secretary  
William J. Treka

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My commission expires \_\_\_\_\_

This instrument was drafted by:  
William J. Treka  
Association Secretary  
200 Pathfinder Vlg  
Hinckley, MN 55037

**THIRD AMENDED AND RESTATED  
BY-LAWS  
OF PATHFINDER VILLAGE-ST. CROIX OWNERS  
ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is, **PATHFINDER VILLAGE-ST. CROIX OWNERS ASSOCIATION INC.**, hereinafter referred to as the “Association.” The principal office of the corporation shall be located at Pathfinder Village, 200 Pathfinder Village, Hinckley, Minnesota 55037 but meetings of members and directors may be held at such places within the State of Minnesota as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

All terms used herein, except where the context clearly requires otherwise, shall have the meaning and definition ascribed thereto in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for **PATHFINDER VILLAGE-ST. CROIX INC.**, on file and of record in the office of the County Recorder, Pine County, Minnesota (hereinafter the “Declaration”).

- a. Address: Address shall mean the location left by the owner(s) of a Lot where a person lives or works whereby the U.S. mail can be delivered conveniently for their use.
- b. Adult Member: Adult member shall mean a natural person who has reached an age set by law that qualifies them for legal rights.
- c. Articles of Incorporation: The Articles of Incorporation shall mean the basic instrument by which a corporation is founded and when executed by the incorporators is filed with the appropriate governmental agency (usually the Secretary of State) on the incorporation of a business. It sets forth the purpose of the corporation , the duration and the rights and liabilities of the members and directors.
- d. Association: Association shall mean and hereby refer to **PATHFINDER VILLAGE- ST. CROIX OWNERS ASSOCIATION, INC.**, A Minnesota non-profit corporation, its successors and assigns which is a body of persons uniting together for a specific purpose or business to achieve a certain or common objective.
- e. Assessment: Assessment shall mean annual installments of money subscribed to lot owners by a determination of the Board of Directors for the normal operations, capital improvements and maintenance of the Association properties and common areas. Special assessments are monies subscribed to special projects over and above the normal operations, capital improvements and maintenance.
- f. Board of Directors: Board of Directors shall mean and refer to the Board of Directors of the Association as further described in the Articles of Incorporation, and the By-Laws of the Association. The purposes, power and duties of the Board of Directors shall be outlined in the By-Laws.

- g. By-Laws: By-Laws shall mean the regulations, ordinances, rules or laws and policies adopted by the Association or corporation through its Board of Directors for the governance and control of the Association properties and common areas.
- h. Common Areas: Common Areas shall mean the real property as described in "Exhibit B" of the Declarations and the amenities thereon together with any and all real property and improvements now or hereafter owned and maintained by the Association for the common use and enjoyment of the lot owners.
- i. Delinquent: Delinquent shall mean a person who fails to do what is required by the Association.
- j. Executive Session. An executive session is a closed meeting of the Board of Directors of the Association to discuss issues which are of a personnel matter, pending litigation or arbitration, activities that are of a criminal nature or involving juveniles.
- k. Fiscal Year: Fiscal Year shall mean a period of twelve consecutive months chosen by a business or corporation as the accounting period for annual reports and taxation. The fiscal year established at this time for the Association shall be January 1<sup>st</sup> through December 31<sup>st</sup>, but can be adjusted by directive from the Board of Directors.
- l. Guest: A guest shall mean a person, not being a lot owner, who receives lodging and food with the consent of the lot owner, has the right to use the amenities and common areas, is responsible to the lot owner and must comply with the rules and regulations.
- m. Independent Contractor: An independent contractor is any person or entity that has entered into an oral or written contract with Pathfinder Village to perform work required by Pathfinder Village for which that person or entity exerts primary control over the manner and method of the work being done for Pathfinder Village. Payment for these services would be done on a contract basis rather than a time related basis.
- n. Judgment: Judgment is a court action taken to affirm that an obligation is due and must be settled within a specified time.
- o. Lien: Lien shall mean a claim, charge or encumbrance against or an interest in property of another as security payment or performance for payment of an obligation or just debt.
- p. Living Space: Living space shall mean the area within a lot owners property in which a person can sit or stand. This area must have at least three (3) walls. The walls must comply with open area requirements and building standards as stated in the rules and regulations.
- q. Lot: Lot shall mean and refer to any plat of land shown on any record plat of the properties other than common area which is owned by an individual or joint owner
- r. Lot Standards: Lot standards shall refer to limitations, guidelines and requirements

adopted by the Board of Directors for all lots within the Association. \_\_\_\_

- s. Majority: Majority shall mean a vote by more than half of the voters for a candidate or other matter on the ballot.
- t. Meeting: Meeting shall mean a coming together of persons for a common purpose to discuss and act upon some matter or matters which they have a common interest in.
- u. Member: Member shall mean and refer to those persons belonging to the Association who are entitled to membership in the Association as provided in the Articles, Declaration and By-Laws.
- v. Member in Good Standing: Member in good standing shall mean a member who is of legal age and in compliance with the rules and regulations of the Association and that all assessments are paid in full.
- w. Non-Profit Corporation: Non-profit corporation shall mean a corporation, established for a specific purpose, in which no part of the income is distributed to the members, directors or officers.
- x. Notice: Notice shall mean communication to the interested parties, either written or verbal, of the intent to conduct business or take some action on an issue of common concern regarding the Association.
- y. Obligation: Obligation shall mean an agreement or duty by which a person is legally bound to make payment for services rendered by the Association on behalf of the person who is obligated to pay.
- z. Owner(s): Owner(s) shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation and excluding those having a lien upon the property by provision of operation of law.
- aa. Park Employee: A park employee is any person that is not a contract employee, but performs services for Pathfinder Village for hire on an hourly basis.
- bb. Pecuniary: Pecuniary shall mean monetary value, relating to money or consisting of value or that which can be related to money.
- cc. Properties: Properties or property shall mean and refer to real property described in Exhibit "A" of the Declarations thereon together with any additional real estate which by amendment to these documents, duly approved and recorded, hereafter is added to the properties.
- dd. Proxy: Proxy shall mean the written power given to a person to act on your behalf during your absence.

- ee. Suspension: Suspension shall mean a temporary stoppage, interruption or debarring of a persons rights to use or enjoy common areas and facilities within the properties, but not the right of ingress to or egress from their fee title property.
- ff. Vehicle: Vehicle shall mean any motorized or unmotorized device on wheels used for carrying passengers, goods or equipment or used as a means of transportation or conveyance from one area to another.
- gg. Well: Well means an excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed if the excavation is intended for the location, diversion, artificial recharge, or acquisition of groundwater. Well includes monitoring wells, de-watering wells and “drive point wells”. Drive point well is a well constructed by forcing a pointed well screen, attached to sections of pipe, into the ground with the screen and casing forced or driven into the ground with a hammer, maul, weight or other means.

### **ARTICLE III** **MEETING OF MEMBERS**

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Section 1. Annual Meetings. There shall be at least one meeting of the members each year. The Annual Meeting of the members shall be held on the last Sunday in May at the hour of 12 o'clock P.M. at such place as the Board reasonably determines, or such other date, place and/or time as the Board of Directors shall determine, provided, however, that unless notice has been given to all members of such alternative date at least ten (10) days prior to the last Sunday in May in each year, the Annual Meeting date for such year shall be the last Sunday in May.

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Section 2. Special Meetings. Special meetings of the members may be called, for any specific purpose, at any time by the President or by the Board of Directors, or upon written request of 50 members of the Association who are entitled to vote. Only items listed in the purpose of the meeting shall be conducted at a special meeting.

### **ARTICLE IV** **MEMBERSHIP RIGHTS**

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Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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Section 2. Rights Subject to Obligations. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments are imposed against each owner of the lots and becomes a lien against the lots on which such assessments are made, as provided by the Declaration.

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Section 3. Suspension of Rights. The rights of membership of any person(s) may be suspended by action of the Board of Directors during any period when the assessments

against their lot(s) remain unpaid, but upon payment of such assessments and penalties, their rights and privileges shall be automatically restored. If the Board of Directors or its Delegate have adopted and published rules and regulations governing the use of the common area, and the personal conduct of any person thereon violates any such rule or regulation, they may, in their discretion, suspend the rights of any person violating such rules and regulations for a period determined by the Board of Directors, provided, however, that nothing contained in this section shall be deemed to deny any owner(s) access to and from their lot.

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## **ARTICLE V**

### **VOTING RIGHTS**

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Section 1. Voting Class. The Association shall have one class of voting membership which is hereby designated Class A. Class A members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

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Section 2. Suspension of Members Rights. If a member is in default in the payment of any annual or special assessment levied by the Association, the voting rights of such member shall be suspended by the Board of Directors of the Association until such assessment, and interest thereon, if any, has been paid. If a member owns more than one lot and is in default on one lot they shall be considered in default on all lots owned by them.

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Section 3. Notice of Meetings. Written notice of each meeting of the members stating the date, time place, agenda and procedure for the appointment of proxies shall be given by, or at the direction of, the President, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. In the case of a special meeting, the purpose of the meeting shall also be stated.

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Section 4. Quorum. At each such meeting called, the presence at the meeting of members entitled to cast and proxies and absentee members, entitled to cast, twenty-five percent (25%) of all the votes of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or delivered to the person acting as their proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of their lot.

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Section 6. Absentee Ballot and Mail Votes. Any member who is entitled to vote at, but who is absent from, any meeting of the members may vote by mail on the ballot herein prescribed

upon any election, motion, resolution or amendment(s) which the Board of Directors may, in its discretion, submit to the members for a vote by them. The ballot to be used to cast votes by mail may be in the form prescribed by the Board of Directors and shall set forth the exact text of the proposed election, motion, resolution or amendment to be voted upon at such meeting and space in which such members may indicate an affirmative or negative vote thereon. Such member shall express the vote by marking an "X" in the appropriate space upon such ballot. Such ballot shall be signed by the member and when received by the Association, before the meeting having been called to order, shall be accepted and counted as the vote of such absent member at such meeting. Every absentee ballot shall be revocable and shall automatically cease if the lot owner is not in good standing with the Association or upon the conveyance of the lot. Should there be an amendment(s) made to the proposed Articles, By-Laws or Covenants and Declarations at the scheduled meeting, these Articles, By-Laws or Covenants and Declarations cannot be enacted at that meeting, but must be presented to the entire membership for approval or rejection at a future scheduled meeting of the membership.

**ARTICLE VI**  
**BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

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Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of not less than six (6) and not more than eleven (11) directors, who shall be adult members in good standing with the Association. The exact number of directors shall be determined by a vote of members at the Annual Meeting or at a special meeting called for that purpose.

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Section 2. Term of Office. The term of office for each Director shall be three (3) years, all of which terms shall, to the fullest extent possible, be staggered and to that end, the members shall have the authority to fix, at the time of election of a director, the term of such director for a period less than three (3) years in order to achieve staggered terms and assure the number of directors' terms expiring in any subsequent year shall not be more than three (3) members of the Board of Directors' total membership.

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Section 3. Limitation of Terms. The term of office of each Director shall be three years. Each Director may hold office until the adjournment of the third Annual Meeting of the membership and until their respective successors shall have been elected and qualified or until their death, resignation or removal as provided herein. None of the Directors shall be eligible for election as a Director after serving the third of three consecutive full regular terms of three years each until a one year hiatus as such Director is achieved. \_\_\_\_\_

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Section 4. Removal. Any Director may be removed from the Board of Directors, with or without cause, by a vote of fifty-one (51%) percent of the members voting in person or by proxy or absentee ballot at a meeting duly called for this purpose. In the event of death, resignation, or removal of a Director, their successor shall be elected by a vote of the membership of the Association at the Annual Meeting or special meeting and shall serve for the unexpired term of the predecessor.

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Section 5. Compensation. As a special inducement to serve, Directors who are handling the duties and responsibilities of their term of office shall be compensated in an amount equal

to the Association Dues for one (1) lot for the following fiscal year. No Director shall conduct business with the Association or receive any compensation for goods or services provided to the Association during their term in office unless approved by the Board of Directors for the betterment of the park. Directors may be reimbursed for actual expenses pursuant to the appropriate procedures for reimbursement as established by the Finance Committee. No lot owner who is an employee of Pathfinder Village shall serve on the Board of Directors.

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Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

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Section 7. Board Advisor. The Board of Directors, in its sole discretion, may from time to time, appoint a member of the Association to serve as an advisor to the Board. The advisor will not be a voting member of the Board and shall serve at the request of the President of the Board of Directors to maintain consistency in the actions of the Board.

## **ARTICLE VII**

### **NOMINATION AND ELECTION OF DIRECTORS**

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Section 1. Nomination. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a chair-person, who shall be a member of the Board of Directors and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at the first regular Board Meeting following the Annual Membership Meeting to serve until the first regular Board Meeting following the next Annual Meeting.

The Nominating Committee shall make as many nominations for the election to the Board of Directors as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Such nomination shall be made from such members in good standing with the Association, and deemed qualified by the Nominating Committee standards to serve as a member of the Board of Directors. The Nominating Committee shall submit the slate of candidates to the Board of Directors at least sixty (60) days prior to the Annual Membership Meeting.

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Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election the members or absentee member may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

## **ARTICLE VIII**

### **MEETINGS OF DIRECTORS**

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Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, provided that five (5) days prior written notice of a regular meeting shall be given to each Director. The date, time and location of such meeting shall be set from time to time by resolution of the Board of Directors.

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Section 2. Special Meeting. Notice for a special meeting shall state the time, place and purpose of such meeting. Any Director may waive notice of a meeting, in writing, for either regular or special meetings, before or after such meeting, and such waiver shall be deemed equivalent to giving notice. Special meetings of the Board of Directors shall be held for a specific purpose when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director. Only items listed in the purpose of the meeting shall be conducted at a special meeting.

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Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. If at any meeting of the Board of Directors there shall not be a quorum, the Directors shall adjourn the meeting until a quorum is present. At any such adjourned meeting in which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. The action of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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Section 4. Conduct of Meetings. Meetings of the Board of Directors shall be conducted in accordance with "Roberts Rules of Order Newly Revised." The President of the Board, if present or if not present, the Vice President shall preside at all meetings of the Board of Directors. In the absence of such officers, the Directors present at the meeting shall appoint one of them to act as presiding officer of the meeting.

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Section 5. Board Meeting Open to Members. Except as otherwise provided in this section, meeting of the Board of Directors shall be open to members. The Board shall give reasonable notice to members of the date, time and place of each Board Meeting. No notice need be given to members if: (I) the date, time and place of the meeting were announced at a previous Board Meeting; (II) the date, time and place of the meeting were posted in a location accessible to members and designated by the Board from time to time; or (III) if an emergency requires immediate consideration of a matter by the Board.

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Section 6. Closed Meetings. Meetings may be closed to members to discuss the following: (1) personnel matters; (2) pending or potential litigation, arbitration or other potentially adversarial proceedings between members, between the Board or the Association and members, or other matters in which any member may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or otherwise protect the position of the Board or Association or the privacy of a member or occupant of a lot; or (3) criminal activity investigation of the activity to protect the privacy of the victim and other parties involved (4) activities which involve juveniles.

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Section 7. Executive Session. Executive session meetings of the Board of Directors may be called by the President of the Association at the request of the President, any two (2) Directors or the Association Administrator for the issues listed in the above ARTICLE VIII,

Section 6 of these By-Laws. The President of the Association shall determine who shall be allowed and shall not be allowed to attend the executive session. Attendees shall be limited to those who are involved in or who have an interest in the item or items being considered. Notice for the executive session shall be given to members of the Board of Directors at least three (3) days prior to the executive session and shall include the date, time and location of the meeting and the item or items to be considered. Only items which are listed in the notice can be considered in the executive session. If all Directors are present or if the absent Directors concur notice of an executive session may be waived.

**ARTICLE IX**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish or its Delegate to adopt or publish, rules and regulations governing the use of the common area and facilities, and personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities (but not the rights of ingress and egress) of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. The Administrator or Board of Directors may also suspend the guests of a member for infractions or violations of published rules and regulations. All members have the right to appeal the suspension within (30) thirty days. The Security Committee for the Association will hear all appeals and recommend the terms of the suspension to the Board of Directors. The Board of Directors will make the final decision on all appeals.
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from (30%) thirty percent of regularly scheduled meetings of the Board of Directors in any given year. All members of the Board should be present at the Annual Meeting of the members and April, June, July, November and December Board Meetings unless there are health or family emergencies; and
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;
  - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the maintenance services to be performed in accordance with the Declaration;
- (h) cause annual unaudited operating statements of the Association to be prepared and be available upon request to each member at the Annual Meeting.

**ARTICLE X**  
**OFFICERS AND THEIR DUTIES**

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Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. All members of the Board of Directors must be in good standing with the Association to remain on the Board.

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Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members.

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Section 3. Term. Each officer of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until their successor is elected and qualifies unless they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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Section 4. Special Appointments. The Board may elect such other officers as the affairs of

the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

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Section 6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer that was replaced.

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Section 7. Multiple Offices. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 or this Article.

Section 8. Duties. The duties of the officers are as follows, any of which may be delegated with proper control and supervision:

- (a) President. The President shall preside at all meetings of the Board of Directors and at all meetings of the members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. The President shall be an ex-officio member of all standing committees, except the nominating committee.
- (b) Vice President. The Vice-President shall act in the place and stead of the President. In the event of their absence, inability or refusal to act, the Vice President shall exercise and discharge such other duties as may be required of them by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their address, and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular Annual Meeting, and have copies, if requested. The Treasurer shall be a liaison member of the Finance Committee.

## **ARTICLE XI** **COMMITTEES**

Section 1. Committees. The President shall appoint, with approval of Board of Directors, such committees and their chairpersons as deemed appropriate by the Board in carrying out its purpose. The chairpersons and committee members of the standing committees and the special committees shall be members of the Association and shall be appointed at the first meeting of the Board of Directors following the Annual Meeting. They shall serve until the Board Meeting following the next Annual Meeting or until their successors have been duly appointed.

Section 2. Standing Committees. Standing committees are committees of a permanent nature which are appointed by the President and approved by the Board of Directors in a matter approved by the Board. The Board shall establish each committee's terms and guidelines. These committees shall meet regularly and report to the Board of Directors.

Standing committees will be Nominating, Finance, Security, By-Laws, Long Range, Golf, Lot Standards, Advisory Council, Medical and Rules and Regulations and shall be advisory to the Board of Directors. The Board of Directors shall approve the members of the committee and set terms and the respective committee guidelines.

All standing committees shall meet at least once in each calendar year to determine if there are issues that need to be acted upon. Meetings will be held at the discretion of the committee chair or as directed by the President of the Board of Directors or the Park Administrator. The action(s) of all committees, except the Nominating Committee, shall be conducted by a committee of at least six (6) lot owners, but not more than twelve (12) lot owners, who shall be adult members of the Association in good standing with the Association. The Nominating Committee shall be composed of at least three (3) lot owners, but not more than five (5) lot owners, who shall be adult members of the Association in good standing with the Association.

A quorum of at least fifty-one percent (51%) of the committee members must be present to conduct business. Members of the committees shall be appointed by the President of the Board of Directors and ratified by the entire Board for a term of two (2) years and can serve for two (2) consecutive terms and/or until a successor has been duly appointed to serve. Should a member of the committee not be in attendance at two (2) consecutive meetings they shall be dismissed from the committee and another lot owner appointed to fill the vacancy.

Notice of the meeting location, time, date and the agenda shall be the same as required for the Board of Directors meetings under ARTICLE VIII of the By-Laws, provided however, that written notice of the meeting must be posted at least seven (7) days prior to the meeting.

Section 3. Special Committees. Special committees are committees of a temporary nature which are appointed by the President and approved by the Board of Directors in a manner approved by the Board. The Board shall establish their terms and guidelines. These committees shall meet as necessary, when appointed and as instructed by the Board of Directors.

Section 4. Duties and Responsibilities of the Committees. The duties and

responsibilities of each of the committees is as follows:

- (a) Nominating Committee. The Nominating Committee shall, at each meeting of the members nominate two (2) or more candidates from the membership for election to each directorship for the which an election will be held at the meeting. Additional nominations may be made from the floor at the meeting. A member of the Board of Directors shall be the chairperson of the Nominating Committee.
- (b) Finance Committee. The Finance Committee shall be charged with the responsibility of reviewing the monthly financial statements, reviewing the Associations investments and recommending a plan for proper investment, assuring that the Association's books are audited on an annual basis and the preparation of a proposed annual budget and plan for capital improvements.
- (c) Security Committee. The Security Committee shall review security reports and recommendations as presented by the Security Director and Management for proper and consistent procedures. They shall recommend to the Board of Directors any fines levied or suspensions imposed on members or their guests. Should there be appeals of any fines or suspensions these appeals shall be heard by the Security Committee and recommendations sent to the Board of Directors for final action.
- (d) By- Law Committee. The By-Law Committee shall review the Association's Articles of Incorporation, By-Laws and Declaration of Covenants, Conditions and Restrictions regularly and recommend to the Board of Directors any amendments to these documents which the Committee or other members deems to be advisable.
- (e) Long Range Committee. The Long Range Committee shall be charged with the responsibility of reviewing the overall status of the park to determine what the plan for the future development and improvements in the park are for the betterment and enjoyment of the members. They shall review that status of all equipment and buildings and recommend a schedule of repair and replacement to the Board of Directors.
- (f) Golf Committee. The Golf Committee shall be charged with the responsibility of overseeing the operations of the golf course and the golf caddy shack and present a proposed plan and budget to the Finance Committee for continual maintenance and upgrading of the golf course and caddy shack. The Committee shall solicit input from the lot owners and golfers. The golf course maintenance person and caddy shack supervisor shall be advisors to the Golf Committee.
- (g) Lot Standards. The Lot Standards Committee shall be charged with the responsibility of reviewing recreational vehicles and making recommendations to the Board of Directors concerning substandard lots and other items regarding lot development.
- (h) Advisory Council. The Advisory Council shall include at least one (1) member from each addition in Pathfinder Village to serve on a committee to hear the comments, concerns and opinions from the lot owners in each addition. The Advisory Council shall meet at least three (3) times in each calendar year and report to the Board of

Directors on the comments, concerns and opinions of the lot owners and be advised regarding the operations of the Association so the Advisory Council can report to the lot owners in their addition when questions regarding Pathfinder Village arise.

- (i) Medical. The Medical Committee shall be charged with the responsibility of providing first aid to lot owner(s) and their guests in Pathfinder Village when requested. All members of the Medical Committee shall be, at a minimum, State of Minnesota “Certified First Responders”.
- (j) Rules and Regulations. The Rules and Regulations Committee shall be charged with the responsibility of reviewing the Rules and Regulations Booklet and recommending any changes and additions in the Rules and Regulations Booklet to the Board of Directors. The committee members shall provide rule changes as advised by lot owners and others having opinions regarding rules.

## **ARTICLE XII** **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XIII** **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent, and shall be subject to reasonable late charges and fees as established and set by the Board of Directors from time to time. If the assessment is not paid within ninety (90) days after the due date, the assessment shall bear interest from said due date at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property by advertisement, and late charges or fees, interest, costs, and reasonable attorney’s fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of their lot.

## **ARTICLE XIV** **CORPORATE SEAL**

The Association shall have no corporate seal.

## **ARTICLE XV** **INSURANCE**

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Section 1. Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance with the insurance requirements set forth in the Articles and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- (a) Property insurance in broad form covering all risks of physical loss for the full insurance replacement costs of the improvements on the common areas, less deductibles, exclusive of land, footing, excavation and other items normally excluded from coverage (but including all buildings, service equipment and machinery.) The policy or policies shall cover property owned by the Association and shall name the Association as the named insured. Such policy or policies shall include such additional endorsements, coverages, deductibles and limits with respect to foregoing and other hazards as may be required from time to time.
- (b) Comprehensive public liability insurance covering the ownership, existence, use operation or management of the property, with minimum limits of \$1,000,000.00 per occurrence, against claim of death, bodily damage and such other risks as are customarily covered by such policies for developments similar in size, location and use as this property. Lot owners shall be included as additional insured, but only for claims and liabilities arising in connection with the ownership. The policy shall contain a (severability of interest) endorsement which shall preclude the insurer from denying the claim of an owner of a lot because of negligent acts of the Association or other owners and shall cover claims of one or more insured parties against the other insured parties.
- (c) Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board. The fidelity bond or insurance shall name the Association as named insured and be written in an amount equal to the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise volunteers or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.
- (d) Workers compensation insurance as required by law.

Policies carried pursuant to subsections (a) and (b) shall provide that:

- (a) Each member and secured party of a lot is an insured person under the policy with respect to liability arising out of the members interest in the common area or the member's membership in the Association;
- (b) The insurer waives its rights to subornation under the policy against any member or member's household and against the Association and Directors;
- (c) No act or omission by any member or secured party, unless acting within the scope

of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy;

- (d) The Association’s policy shall be the primary insurance if at the time of a loss under the policy, there was other insurance in the name of the member covering the same property covered by the Association policy.

Section 2. Cancellation. Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be canceled or substantially modified for any reason without at least 30 days prior written notice to the Association.

Section 3. Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make repairs or replacement of the property which may have been damaged or destroyed.

**ARTICLE XVII**  
**MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of the each year, except that the first fiscal year shall begin on the date of incorporation.

The undersigned, being the Secretary of **PATHFINDER VILLAGE - ST CROIX OWNERS ASSOCIATION, INC.**, does hereby certify that these Second Amended and Restated By-Laws are the By-Laws of the Association duly adopted and ratified by the members of the Association, in accordance with their terms and the requirements of law.

In witness whereof, I have here unto executed these Amended and Restated Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**PATHFINDER VILLAGE-ST. CROIX  
OWNERS ASSOCIATION, INC.**

BY: \_\_\_\_\_

Secretary  
William J. Trcka

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Minnesota  
My commission expires \_\_\_\_\_

This instrument was drafted by:  
William J. Trcka  
Association Secretary  
200 Pathfinder Vlg  
Hinckley, MN 55037

**THIRD AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR PATHFINDER VILLAGE**

**THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS** (hereinafter this "Declaration") is made this 25th  
day of May, 2008, by the Owners as the same are defined herein by and through  
**PATHFINDER VILLAGE-ST. CROIX OWNERS ASSOCIATION, INC.**, a Minnesota  
non-profit corporation.

**WITNESSETH:**

**WHEREAS, PATHFINDER VILLAGE INC.**, a Minnesota Non-Profit Corporation and First Bank of Grantsburg, a Wisconsin corporation, (the “Original Declarants”) executed on June 12, 1974 that certain Declaration of Covenants, Conditions and Restrictions filed in the office of the County Recorder, Pine County, as Microfilm Document No. 237373, with respect to certain real property located in Pine County, Minnesota (the “Original Declaration”)

**WHEREAS**, as authorized by Articles XI and XII of the Original Declarants, their successors or assigns, made certain amendments and subjected certain additional real property to the Original Declaration, as set forth in those certain Supplementary Declarations numbered 1 through 14, inclusive, and filed in the office of the County Recorder, Pine County, respectively as Microfilm document No’s 238710, 239136, 240387, 240388, 241480, 242346, 242883, 244714, 244715, 248192, 253885, 255000, 259981 and 266725 (collectively referred to hereinafter as the “Supplementary Declarations”);

**WHEREAS**, the Owners previously amended the Original Declaration by that certain instrument captioned First Amendment to the Declaration of Covenants, Conditions and Restrictions for PATHFINDER VILLAGE INC., filed in the office of the County Recorder, Pine County, as Microfilm Document No. 289901 (hereinafter the “First Amendment”);

**WHEREAS**, the Owners desire to consolidate all of the provisions of the Original Declaration, Supplementary Declarations and First Amendment in a single document and further to make certain amendments to and modifications of such documents;

**NOW, THEREFORE**, the Owners, by and through PATHFINDER VILLAGE - ST. CROIX OWNERS ASSOCIATION INC., hereby amend and restate the Original Declaration, Supplementary Declarations and First Amendment in their entirety and make this Declaration in lieu thereof.

## **ARTICLE I**

### **General Purpose of Conditions**

The Properties are subjected by this Declaration to the restrictions, covenants, conditions, reservations, easements, liens, and charges contained herein to insure the best use and the most appropriate development of the Properties, to protect the Owners of individual Lots against such improper use of surrounding Lots as will depreciate their value; to preserve, so far as practicable, the natural beauty of the Properties; to guard against the erection of environmentally undesirable structures and structures built of improper or unsuitable materials; to prevent haphazard and inharmonious development of Lots; to provide adequate free spaces between Lots; and in general to provide for perpetual preservation of the Properties in the most natural and wild state possible, and thereby to enhance the value of

the Properties.

## **ARTICLE II**

### Definitions

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Section 1. "Association". Association shall mean and refer to PATHFINDER VILLAGE - ST. CROIX OWNERS ASSOCIATION INC., a Minnesota non-profit corporation, its successors and assigns.

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Section 2. "Owners". Owners shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision of operation of law.

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Section 3. "Common Area". Common Area shall mean the real property described in Exhibit "B" hereto together with any and all real property now or thereafter owned by the Association for the common use and enjoyment of the Owners.

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Section 4. "Lot". Lot shall mean and refer to any plot of land shown in any recorded plat of the Properties, other than Common Area.

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Section 5. "Properties". Properties or Property shall mean and refer to real property described in Exhibit "A" hereto together with any additional real estate which by amendment of this Declaration, duly approved and recorded, hereafter is added to the Properties.

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Section 6. "Board of Directors". Board of Directors shall mean and refer to the Board of Directors of the Association as further described in the Articles of Incorporation and By-Laws of said Association.

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Section 7. "Member". Member shall mean and refer to those persons entitled to membership in the Association as provided in the Articles, Declarations and By-Laws.

## **ARTICLE III**

### Membership and Voting Rights in Association

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Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 2. Class of Members. The Association shall have only one class of voting membership which is hereby designated as Class A. Class A members 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 vote be cast with respect to any

Lot.

**ARTICLE IV**  
Property Rights

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Section 1. Owners' Easements of Enjoyment. Every Owner shall have an easement for ingress and egress over the Common Area and an easement for enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon or any activities conducted by the Association on the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities and Common Areas by a Member for any period during which any assessment against their Lot remains unpaid, provided however, that any Owner or Guest so suspended shall be sent written notification of such suspension prior to the effective date of such suspension and shall, within 30 days of the effective date of such suspension, have an opportunity for a public hearing before the Board of Directors or such individual or committee appointed as the Board's delegate. The Board of Directors may have the right of the Association to permanently suspend the guest of the owner(s) for documented violation of published rules and regulations of the Association. The owner(s) may appeal the suspension to the Board of Directors within thirty (30) days of the formal suspension; provided that, such written notice by the Association shall be deemed to be effective and timely given if deposited in the regular United States mail, postage prepaid, addressed to such Owner at the last such address of which the Association had been notified by such Owner; and further provided that, any Owner's right of ingress and egress to and from their Lot may not be suspended;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions as may be agreed to by the members, except as modified by Section 5 of Article IX hereof, no such dedication or transfer shall be effective unless authorized by at least fifty-one percent (51%) of the members at a meeting duly called and held therefore.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, their rights of enjoyment, to the Common Area and facilities to the members of their family, their tenants, guests, or contract purchasers who are authorized by the Owner to use the property.

**ARTICLE V**  
Building and Use Restrictions

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Section 1. Residential Use. No Lot shall be used except as a recreational campstead for use by a single family.

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Section 2. Easements. The Association shall have the right to construct, maintain and replace or

authorize the construction, maintenance and replacement of utilities across and under the Common Area (except that no easement or right will be granted in such a way as to interfere with any improvement on the Common Area) and to make all necessary cuts or fills upon the Lots to locate the roads and trails as shown upon any plat of the Properties.

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Section 3. Private Wells. No Private domestic water wells shall be permitted on any Lots without the approval of the Board of Directors. All wells approved by the Board of Directors shall be installed and inspected by a state licensed installer. All wells must comply with all Minnesota State Law.

Section 4. Sewage Systems.

- (a) No individual sewage disposal system shall be permitted on any lot.
- (b) Each Owner shall provide a holding tank which complies with state health requirements for campsteads and is approved by the local governing authorities.
- (c) The Association shall have the right to construct and maintain septic systems including holding tanks and drainage fields on the Common Area for common facilities.
- (d) All sewage systems must be installed and inspected by a state licensed installer. All sewage systems must also comply with all Minnesota State Law.

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Section 5. Nuisance. No obnoxious or offensive activities shall be conducted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or the Association.

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Section 6. Signs. No commercial or marketing signs of any kind, including “For Sale” and “For Rent” signs shall be displayed to the public view on any Lot.

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Section 7. Pets. No horses, domesticated exotic animals, reptiles or insects may be kept on any lot (s) with the exception of dogs, cats and other common domestic household pets. No animal be kept on any lot(s) for the purpose of commercial breeding. Unattended animals shall not be kept on any lot(s).

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Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, refuse, garbage or other waste matter. Rubbish, refuse, garbage or other waste matter shall be kept only in sanitary containers. All equipment for the disposal or storage of such matter shall be kept in clean and sanitary condition. Disposal equipment shall be approved by the Board of Directors or its Delegate prior to installation or use.

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Section 9. Storage. No horse trailers, boat trailers, boats, snowmobiles, trail bikes, automobiles, or other motorized or unmotorized vehicles which do not usually contain sleeping facilities may be stored upon any Lot except as permitted and regulated and otherwise in accordance with the rules and regulations of the Association.

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Section 10. Excavation. No Owner shall effect or cause to be effected any excavating, digging, tunneling, or other subsurface activity on any Lot without the prior consent of the Board of Directors or its Delegate.

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Section 11. Rules and Regulations. The Board of Directors or its Delegate shall from time to time, consistent with these Declarations adopt, and the Owners hereby agree to comply with such rules and regulations “(Rules & Regulations)” governing the use and enjoyment of the Common Areas and all Lots equally, as the Board of Directors in its sole discretion deems appropriate or necessary to the preservation, orderly administration and enjoyment equally thereof. In connection therewith, the Board of Directors may establish a reasonable system of fines and penalties for infractions of the Declaration, By-Laws or Rules and Regulations promulgated hereunder. Such system shall include reasonable provisions for notice to any Owner to be fined and an opportunity for such Owner to contest such fines at a hearing thereof. Any fine duly levied pursuant to such Rules shall be deemed to be an assessment and the Association shall have the rights set forth in Sections 1 and 8 of Article VII hereof with respect to interest, late fees, collection fees, attorney’s fees, judgements, foreclosures, or reasonable fees deemed necessary by the Board of Directors or its Delegate.

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Section 12. Curfew. In order to maintain the safe and harmonious nature of the Properties, the Board may establish through the use of its rule and regulation powers reasonable curfew hours for the Common Areas on such basis and applicable to such age groups as the Board from time to time deems appropriate and necessary.

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Section 13. High Use Utility Service Surcharge. In addition to maintenance assessments, the Board of Directors may establish and levy reasonable utility use surcharges for the purpose of defraying the excess utility costs and assuring a more equal spreading of utility costs amongst Owners and users of the Properties. Such use charges may be levied on any reasonable basis, including but not limited to the nature and size of vehicles or trailers used or parked on a Lot, the nature and quantity of appliances used on a Lot, the number of individuals using a Lot, and/or the number of days of such usage. Such use charges shall be reviewed at least once annually to assure the charges levied reasonably reflect higher utility usage by the Owner or Owners surcharged and the cost of such higher usage.

## **ARTICLE VI**

### Environmental Planning

Except as specifically authorized by rule or regulation, no building, deck, screen house, sun porch, patio, fence, wall, exterior lighting, or other structure shall be commenced, erected or maintained upon any Lot until the plans and specifications therefore showing the nature, kind shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or its Delegate. In the event said Board, or its Delegate, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications or proposal have been submitted to it, such approval will not be required and this Article will be deemed to have been fully complied

with.

## **ARTICLE VII**

### Covenant for Maintenance Assessments

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#### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Original Declarants covenanted and the Owners, as their successors and assigns hereby continue that covenant for each Lot owned within the Properties, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected hereinafter provided. The annual and special assessments, together with such late fees for untimely payment as the Board may from time to time reasonably establish, interest, costs, reasonable attorney's fees incurred in collecting the same, and fines or penalties duly levied for infractions of this Restated Declaration, the By-Laws or the Rules and Regulations, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, interest, costs, reasonable attorney's fees and fines or penalties, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to their successors in title unless expressly assumed by any such successors.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and the Lots, including a reasonable reserve for depreciation of Common Area assets.

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Section 3. Maximum Annual Assessment. In each calendar year the maximum annual assessment shall not be increased more than (5%) percent above the maximum assessment for the previous year without a vote of fifty one percent (51%) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

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Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors upon approval by the members of the Association, may levy, in any assessment year, a special assessment applicable to that year only or over an extended period of years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and real property related thereto. Such special assessment shall have the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

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Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article VII, stating the time, place and purpose of each such meeting, shall be sent to all members at the last such address as provided in writing to the Association by each such member, by depositing the same in the regular United States mail, postage prepaid, not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast twenty-five percent (25%) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required

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

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Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except as stated in Article V, Section 13 of these declarations. and may be collected on a monthly, quarterly or annual basis, as determined from time to time; provided that there shall be no annual or special assessments on Lots owned by the Association.

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Section 7. Dates For Annual Assessments. The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

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Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within forty five (45) days after the due date shall, in addition to reasonable late fees set by the Association, bear interest at an annual rate as determined by the Board of Directors upon all such unpaid assessments from said due date. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the manner provided for foreclosure of a mortgage. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

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Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage. Sale or transfer on any Lot shall not affect the assessment lien. However, upon the sale or transfer of any Lot pursuant to any proceeding in lieu of foreclosure, or upon the expiration of any period of redemption following the sale of any Lot pursuant to foreclosure, the lien of any such assessments as to payment which became due prior thereto, shall be extinguished, provided that, such Lot shall not be thereby relieved from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 10. Lot Clean Up. The exterior of all structures shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety and welfare of other residents of Pathfinder Village. All structures shall also be kept free from insect and rodent infestation and free from any accumulation of rubbish or garbage. Should any lot owner fail to comply with the rules and regulations of Pathfinder Village and not respond to the written directives of the Association to clean up or remove violations from their lot within thirty (30) days after receiving a written notice, the Association shall have the right to enter upon the property to correct the problem. If Pathfinder Village so acts on behalf of a lot owner Pathfinder Village may levy assessments against the lot owner's lot for the cost of the clean up, removal and disposal.

## **ARTICLE VIII**

### Maintenance and Insurance

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Section 1. Common Area Maintenance. The Association shall maintain the Common Area, including utilities on the Common Area, in good condition and repair and in a neat and

orderly condition, and shall maintain hazard and liability insurance as required by the By-Laws. The Association shall also provide for the use by Owners of garbage and trash receptacles. In the event of partial or complete damage to or destruction of any amenity now or hereafter located on the Common Area the Association shall repair or rebuild such amenity, provided however, that, in the event insurance proceeds are inadequate to cover the cost of such repair or rebuilding, all such cost in excess of insurance proceeds shall be assessed against the Owners as a special assessment, in the manner and in the proportions provided in Section 4 and 6 of Article VII hereof. In no event shall the Association be held personally liable for any such cost of repairing or rebuilding such amenities. In the event excess insurance proceeds remain after paying all costs of repairing or rebuilding such amenities, such excess insurance proceeds shall be first applied by the Association to reduce all outstanding indebtedness, if any, secured by a mortgage on the Common Area, and then to the reduction of annual and special assessments.

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Section 2. Additional Exterior Maintenance. If, in the opinion of the Board of Directors of the Association, the need for maintenance or repair of the Common Area is caused by the willful or negligent act of an Owner, their family, guests or invites, the cost of such maintenance or repair shall be added to and become a part of the assessment hereby mutually release each from the other, and their respective physical properties if such damage or destruction results from one or more of the perils covered by the standard Minnesota form of fire and extended coverage insurance.

## **ARTICLE IX**

### General Provisions

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Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, or both, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, except as hereinafter provided, may be amended by vote or written agreement of Lot Owners casting a majority of the ballots or signatures therefor at any duly called special or annual meeting of the members of the Association; provided, however, that no amendment shall be effective unless at least twenty-five percent (25%) of the Lot Owners vote for the amendment, in person or by proxy, or execute a written agreement of amendment at such meeting. No amendment shall be effective until recorded in the office of the County Recorder, Pine County, Minnesota. An Affidavit or certificate of the Secretary of the Association stating that the votes or agreements required by this paragraph have occurred shall be attached to the amendment and shall constitute prima facie evidence of the

representations contained therein.

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Section 4. Annexation. Additional property and Common Area may be annexed to the Properties with the consent of the Owners of fifty-one percent (51%) of the votes being voted in person or by proxy at any meeting duly called for the purpose of considering an amendment to this Declaration in connection with such annexation.

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Section 5. Sale, Rent or Disposition of Undesignated Common Area. Notwithstanding anything herein to the contrary, the Board of Directors shall have the right, without further action of the Owners to sell, lease, license the use of, or otherwise dispose of any parcels of the real estate subject to this Declaration now owned, or hereafter acquired by the Association, except those parcels listed in Exhibit "B". In the event the Association, through its Board of Directors, sells and conveys any such parcel, as allowed hereunder, each such parcel and the Owner or Owners thereof shall accrue to the rights and be subject to obligations contained in this Declaration as a Lot and Owner as the same are herein defined, including but not limited to all usage of a Lot and the maintenance assessments therefor and all rights as a member in and of the Association.

## **EXHIBIT "A"**

### Description of Properties

Parcel 1.

Lots 1 through 98, inclusive, Block 1, Pathfinder Village-St. Croix 1st Addition, and

Parcel 2.

Lots 1 through 120, inclusive, Block 1, Pathfinder Village-St. Croix 2nd Addition, and

Parcel 3.

Lots 1 through 39, inclusive, Block 1, Pathfinder Village-St. Croix 3rd Addition, and

Parcel 4.

Lots 1 through 41, inclusive, Block 2, Pathfinder Village-St. Croix 3rd Addition, and

Parcel 5.

Lots 1 through 93, inclusive, Block 1, Pathfinder Village-St. Croix 4th Addition, and

Parcel 6.

Lots 1 through 70, inclusive, Block 1, Pathfinder Village-St. Croix 5th Addition, and

Parcel 7.

Lots 1 through 124, inclusive, Block 1, Pathfinder Village-St. Croix 6th Addition, and

Parcel 8.

Lots 1 through 145, inclusive, Block 1, Pathfinder Village-St. Croix 7th Addition, and

Parcel 9.

Lots 1 through 144, inclusive, Block 1, Pathfinder Village-St. Croix 8th Addition, and

Parcel 10.

Lots 1 through 134, inclusive, Block 1, Pathfinder Village-St. Croix 9th Addition, and

Parcel 11.

Outlots A and B and Lots 1 through 165, inclusive, Block 1, Pathfinder Village-St. Croix 10th Addition, and

Parcel 12.

Lots 1 through 136, inclusive, Block 1, Pathfinder Village-St. Croix 11th Addition, and

Parcel 13.

Lots 1 through 34, inclusive, Block 2, Pathfinder Village-St. Croix 11th Addition, and

Parcel 14.

Lots 1 through 4, inclusive, Block 3, Pathfinder Village-St. Croix 11th Addition, and

Parcel 15.

Lots 1 through 4, inclusive, Block 4, Pathfinder Village-St. Croix 11th Addition, and

Parcel 16.

Lots 1 through 119, inclusive, Block 1, Pathfinder Village-St. Croix 12th Addition, and

Parcel 17.

(Hereafter for convenience referred to in Exhibit "B" as the "Farm").

That part of the Northeast Quarter of Section 29, Township 41, Range 18, Pine County, Minnesota, described as commencing at the northeast corner of said Northeast Quarter; thence on an assumed bearing of South 0 degrees 05'20" East along the east line of said Northeast Quarter a distance of 495.0 feet; thence South 89 degrees 54'40" West 264.0 feet to the point of beginning of the property to be described; thence South 40 degrees West 600.00 feet; thence South 63 degrees 54'50" West 2217.60 feet to the west line of said Northeast Quarter; thence North 0 degrees 51'45" East along said

West line 1926.63 feet to the northwest quarter of said Northeast Quarter; thence North 89 degrees 55'02" East along the north line of the Northeast Quarter a distance of 2347.64 feet to the intersection with a line that bears North 0 degrees 05'20" West parallel with the east line of said Northeast Quarter from the point of beginning; thence South 0 degrees 05'20" East 495.02 feet to the point of beginning.

Subject to State Highway No. 48, and

Parcel 18.

(Hereafter for convenience referred to in Exhibit "B" as the "Lost Forty").

Northeast Quarter of Northeast Quarter (NE 1/4 of NE 1/4) of Section Thirty-Two (32), Township Forty-One (41), Range Eighteen (18), and

Parcel 19.

(Hereafter for convenience referred to in Exhibit "B" as the "Commons - Sec. 29").

That part of the Northeast Quarter of Section 29, Township 41, Range 18, Pine County, Minnesota, described as commencing at the northeast corner of Section 29, Thence on an assumed bearing of South 0 degrees 05' 20" East along the east line of the Northeast Quarter of said Section 29 a distance of 1537.61 feet to the point of beginning of the property to be described; Thence continuing South 0 degrees 05' 20" East along said east line 889.55 feet to a point 200.0 feet north of the East Quarter corner of said Section 29; Thence on a bearing of West 549.69 feet; Thence on a bearing of North 836.75 feet to the intersection with a line that bears South 84 degrees 30' West from the point of beginning; Thence North 84 degrees 30' East 550.85 feet to the point of beginning, and

Parcel 20.

(Hereafter for convenience referred to in Exhibit "B" as "Bed of Hay Creek").

That part of the Northeast Quarter of Section 29, Township 41, Range 18, Pine County, Minnesota, described as commencing at the southwest corner of said Northeast Quarter; Thence on an assumed bearing of North 0 degrees 51' 45" East along the west line of said Northeast Quarter a distance of 200.0 feet to the point of beginning of the property to be described; Thence North 37 degrees 41' 50" East 520.86 feet; Thence North 61 degrees 15' 20" East 961.47 feet; Thence North 82 degrees 46' 15" East 582.69 feet; Thence North 76 degrees 39' 35" East 355.53 feet; Thence North 36 degrees 46' 50" East 242.25 feet; Thence North 7 degrees 21' 35" East 331.81 feet to the intersection with a line that bears West from a point in the east line of said Northeast Quarter of Section 29, distant 877.16 feet south of the northeast corner of said Northeast Quarter of Section 29; Thence on a bearing of East 376.45 feet to the east line of said Northeast Quarter of Section 29; Thence North 0 degrees 05' 20" West along said east line 382.16 feet to a point in said east line distant 495.0 feet south of the northeast corner of said Northeast Quarter of Section 29; Thence South 89 degrees 54' 40" West 264.0 feet; Thence South 40 degrees West 600.0 feet; Thence South 63 degrees 54' 50" West 2217.60 feet to the west line of said Northeast Quarter of Section 29, Thence South 0 degrees 51' 45" West along said west line 500.0 feet to the point of beginning, and

Parcel 21.

(Hereafter for convenience referred to in Exhibit "B" as Commons-Sec. 28").

That part of the northwest Quarter of Section 28, Township 41, Range 18, Pine County, Minnesota,

described as commencing at the northwest corner of said Section 28; Thence on an assumed bearing of South 0 degrees 05' 20" East along the west line of the Northwest Quarter of Section 28 a distance of 1260.0 feet to the southwest corner of Block 2 of the recorded plat of PATHFINDER VILLAGE - ST. CROIX OWNERS ASSOCIATION 11TH ADDITION and the point of beginning of the property described; Thence continuing South 0 degrees 05' 20" East along said west line 1167. 16 feet to the north line of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 7TH ADDITION; Thence on a bearing of South 89 degrees 52' 40" East along said north line 465.73 to an angle point in a westerly line of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 1ST ADDITION; thence

North 8 degrees 26' East along a westerly line of said 1ST ADDITION 365.10 feet; Thence North 23 degrees East along a westerly line of said 1st ADDITION 780.25 feet; Thence North 49 degrees West along a westerly line of said 1ST ADDITION 135.31 feet to the southeast corner of Block 2 of said 11TH ADDITION; Thence on a bearing of West along the south line of Block 2 of said 11<sup>TH</sup> ADDITION 724.17 feet to the point of beginning, and

Parcel 22.

(Hereafter for convenience referred to in Exhibit "B" as "Pathfinder River & Chapel Island").

That part of the Northwest Quarter and the West Half of the Northeast Quarter of Section 28, Township 41, Range 18, Pine County, Minnesota, described as commencing at the northeast corner of the West Half of the Northeast Quarter of said Section 28; Thence on an assumed bearing of South 0 degrees 28' 30" West along the east line of said West Half of the Northeast Quarter a distance of 350.0 feet to the northeast corner of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 4TH ADDITION; Thence South 73 degrees West along the northerly line of said 4TH ADDITION 910.68 feet to the northwest corner of said 4TH ADDITION and the point of beginning of the property to be described; Thence North 0 degrees 28' 30" East 607.42 feet to the north line of said West Half of the Northeast Quarter; Thence South 89 degrees 25' west along the north line of said West Half of the Northeast Quarter a distance of 437.54 feet to the northeast corner of the Northwest Quarter of said Section 28; Thence South 89 degrees 10' 15" West along the north line of said Northwest Quarter a distance of 2643.73 feet to the northwest corner of the Northwest Quarter of said Section 28; Thence South 0 degrees 05' 20" East along the west line of said Northwest Quarter a distance of 137.0 feet to the northwest corner of Block 2 of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 11TH ADDITION; Thence South 89 degrees 36' 30" East along the southerly right of way line of State Highway No. 48 a distance of 596.85 feet to a northeast corner of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 1ST ADDITION; Thence southwesterly 115.81 feet along a easterly line of said 1ST ADDITION, which is a curve concave to the west, not tangent to the last described line and has a radius of 207.40 feet and a central angle of 31 degrees 59' 40", the chord of said curve bears South 16 degrees 23' 20" West; Thence South 32 degrees 23' 10" West along said easterly line 47.30 feet to the northwest corner of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 6TH ADDITION; Thence South 89 degrees 36' 30" East along the north line of said 6TH ADDITION 950.0 feet to the northeast corner of said 6TH ADDITION; Thence on a bearing South along the easterly line of said 6TH ADDITION 486.22 feet; Thence South 20 degrees West along the easterly line of said 6TH ADDITION 400.0 feet; Thence South 40 degrees West along the easterly line of said 6TH ADDITION 170.0 feet; Thence South 6 degrees 53' West along the easterly line of said 6TH ADDITION 194.80 feet; Thence South 36 degrees 13' West along the easterly line of said 6TH ADDITION 290.0 feet; Thence on a bearing of South along the easterly line of said 6TH ADDITION 200.0 feet to the southeast corner of said 6TH ADDITION; Thence on a bearing of South along the most easterly line of Block 3 of the recorded plat of PATHFINDER VILLAGE -

ST. CROIX 11TH ADDITION 70.0 feet; Thence South 89 degrees 26' West along a boundary line of Block 3 of said 11TH ADDITION 195.0 feet; Thence on a bearing of South along a boundary line of Block 3 of said 11TH ADDITION 160.0 feet; Thence North 76 degrees 34' 25" West along the most southerly line of Block 3 of said 11TH ADDITION 273.86 feet to a easterly line of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 1ST ADDITION; Thence South 8 degrees 26' West along a easterly line of said 1ST ADDITION 334.90 feet; Thence South 64 degrees 40' 30" East along a boundary line of said 1ST ADDITION 323.33 feet; Thence North 48 degrees 11' 30" East along a boundary line of said 1ST ADDITION 342.95 feet to the southerly line of Block 4 of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 11TH ADDITION; Thence North 78 degrees West along the southerly line of Block 4 of said 11TH ADDITION 130.0 feet; Thence North 36 degrees East along a boundary line of Block 4 of said 11TH ADDITION 200.0 feet; Thence North 62 degrees 27' 40" East along a boundary line of Block 4 of said 11TH ADDITION 124.21 feet to an angle point in the westerly line of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 5TH ADDITION; Thence South 85 degrees East along a boundary line of said 5TH ADDITION 138.89 feet; Thence North 40 degrees East along the westerly line of said 5TH ADDITION 253.22 feet; Thence North 30 degrees West along the westerly line of said 5TH ADDITION 377.85 feet; Thence North 14 degrees East along the westerly line of said 5TH ADDITION 270.21 feet; Thence North 88 degrees east along the north line of said 5TH ADDITION 386.11 feet; Thence South 22 degrees 01' East along the easterly line of said 5TH ADDITION 535.71 feet; Thence South 28 degrees 04' West along the easterly line of said 5TH ADDITION 298.32 feet to the northerly line of Block 2 of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 3RD ADDITION; Thence North 77 degrees East along the northerly line of Block 2 of said 3RD ADDITION 130.0 feet; Thence North 60 degrees East along the northerly line of Block 2 of said 3RD ADDITION 120.0 feet; Thence North 35 degrees East along the northerly line of Block 2 of said 3RD ADDITION 115.0 feet; Thence North 45 degrees East along the easterly line of Block 2 of said 3RD ADDITION 170.0 feet; Thence 65 degrees East along the northerly line of Block 2 of said 3RD ADDITION 281.96 feet; Thence on a bearing of South along the easterly line of Block 2 of said 3RD ADDITION 69.91 feet to a northerly line of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 1ST ADDITION; Thence North 75 degrees 26' East along a northerly line of said 1ST ADDITION 372.09 feet to the most westerly corner of the recorded plat of PATHFINDER VILLAGE - ST. CROIX 4TH ADDITION; Thence North 14 degrees 22' East along the westerly line of said 4TH ADDITION 495.55 feet; Thence North 10 degrees 08' West along the westerly line of said 4TH ADDITION 266.20 feet; Thence North 27 degrees 30" East along the westerly line of said 4TH ADDITION 339.95 feet to the point of beginning.

Subject to State Highway No. 48.

Parcel 23

hereafter for the convenience referred to in Exhibit "B" as "Wittenberg" The southwest quarter of the southeast quarter of section 29, Township 41 North, Range 18 West of the Fourth Principal Median, Pine County, Minnesota.

**EXHIBIT "B"**

Description of Common Areas

Parcel 1

Lots 1 and 86, Block 1, Pathfinder Village-St. Croix 1st Addition, and

Parcel 2

Lots 1, and 79, Block 1, Pathfinder Village-St. Croix 2nd Addition, and

Parcel 3

Lots 1 and 8 through 39, inclusive, Block 1, Pathfinder Village-St. Croix 3rd Addition, and

Parcel 4

Lot 1, Block 2, Pathfinder Village-St. Croix 3rd Addition, and

Parcel 5

Lots 1, 40, 41, and 42, Block 1, Pathfinder Village-St. Croix 4th Addition, and

Parcel 6

Lots 1 and 54, 66, 77, Block 1, Pathfinder Village-St. Croix 5th Addition, and

Parcel 7

Lot 1, Block 1, Pathfinder Village-St. Croix 6th Addition, and

Parcel 8

Lots 1, 88, 89, 99, 100 and 110, Block 1, Pathfinder Village-St. Croix 7th Addition, and

Parcel 9

Lot 1, Block 1, Pathfinder Village-St. Croix 8th Addition, and

Parcel 10

Lot 1, Block 1, Pathfinder Village-St. Croix 9th Addition, and

Parcel 11

Outlots A and B, and Lots 1 and 134, Block 1, Pathfinder Village-St. Croix 10th Addition, and

Parcel 12

Lot 1, Block 1, Pathfinder Village-St. Croix 11th Addition, and

Parcel 13

Lot 1, Block 2, Pathfinder Village-St. Croix 11th Addition, and

Parcel 14

Lot 1, Block 3, Pathfinder Village-St. Croix 11th Addition, and

Parcel 15

Lot 1, Block 4, Pathfinder Village-St. Croix 11th Addition, and

Parcel 16

Lots 1 through 119, inclusive, Block 1 Pathfinder Village-St. Croix 12th Addition, and

Parcel 17

Farm (as more fully described in Exhibit "A"), and

Parcel 18

Lost Forty (as more fully described in Exhibit “A”), and

Parcel 19

Commons - Sec. 29 (as more fully described in Exhibit “A”), and

Parcel 20

Bed of Hay Creek (as more fully described in Exhibit “A” and

Parcel 21

Commons - Section 28 (as more fully described in Exhibit “A” and

Parcel 22

Pathfinder River & Chapel Island (as more fully described in Exhibit “A”).

Parcel 23

Willenbring Parcel ( as more fully described in Exhibit “A”)