

**BY-LAWS
OF
THE BRIDGES AT HANOVER ASSOCIATION**

**ARTICLE I.
Name and Location**

The name of the corporation is The Bridges at Hanover Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 9843-Pioneer Trail, Greenfield, Minnesota 55357, but meetings of members and directors may be held at such places within the State of Minnesota, County of Hennepin, as may be designated by the Board of Directors.

**ARTICLE II.
Definitions**

2.1 "**Association**" shall mean and refer to The Bridges at Hanover Association, its successors and assigns.

2.2 "**Properties**" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.3 "**Lot**" shall mean and refer to any tract or parcel of land designated as a Lot shown upon any recorded plat or subdivision map of the Property, with the exception of any tracts or parcels designated as outlots.

2.4 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties (excluding contract sellers and including in place thereof their contract purchasers, except as to any Lot where Declarant or its lawful successors or assigns is the contract seller, in which case Declarant or its lawful successors or assigns shall be deemed the Owner of such Lot or Lots) and excluding those, except Declarant or its lawful successors and assigns, having such interest merely as security for the performance of an obligation.

2.5 "**Declarant**" shall mean and refer to John S. Geis, his heirs and assigns, if such heir or assign should acquire more than one undeveloped Lot from the Declarant for the purpose of development. Notwithstanding the foregoing, no individual or entity acquiring an undeveloped Lot from the named Developer shall become a "Developer" solely by such acquisition, but only as a result of a specific assignment of Developer and/or as a result of a specific assignment of Developer and/or Declarant rights, which assignment shall not be effective unless incorporated in the instrument of conveyance.

2.6 "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the

Properties recorded in the Office of the County Recorder and/or Registrar of Titles, Hennepin County, Minnesota.

2.7 "**Member**" shall mean and refer to those persons entitled to membership as provided in the Declaration.

2.8 "**Special Common Areas**" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions in which Developer shall reserve, grant or charge the Association with certain exclusive and/or non-exclusive easements, rights or obligations.

ARTICLE III.

Membership and Voting Rights in the Association

3.1 **Membership.** Every person or entity who is an Owner of a fee or undivided fee simple interest in any Lot which is subject by covenants of record to assessment by the Association (excluding contract sellers and including in place thereof their contract purchasers, except as to any Lot where Declarant is the contract seller, in which case Declarant shall continue to be deemed the Owner of such Lot or Lots) shall be a Member of the Association. The foregoing is intended to exclude persons or entities, except Declarant, who hold an interest merely as a security for the performance of an obligation until such time such person acquires a fee simple interest in such Lot by foreclosure or by any proceeding in lieu thereof. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

3.2 **Voting Rights.** The Association shall not have nor shall it issue any capital stock, and may only have 2 classes of voting membership.

- (a) **Class A.** Class A Members shall be all those Owners as defined in Section 1.1(i) of the Declaration with the exception of the Declarant. Each Class A Member shall be entitled to 1 vote for each Lot in which said Member holds the interest required for membership by Section 3.1. When more than 1 person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they, among themselves, shall determine, but in no event shall more than 1 vote be cast with respect to any Lot.
- (b) **Class B.** The Declarant shall be the sole Class B Member and shall be entitled to 3 votes for each Lot owned, including any Lot in which Declarant has an interest as the contract seller. Class B membership shall cease and be converted to Class A membership upon the occurrence of the first of the following events:

- (i) when the total number of votes outstanding in the Class A membership equals or exceeds the total number of votes outstanding in the Class B
- (ii) on December 31, 2011.

3.3 Suspension of Voting Rights. The right of any Member to vote shall be suspended during any period in which such Member shall be delinquent in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days for any infraction of any rules or regulations published by the Association.

ARTICLE IV. Meetings of Members

4.1 Annual Meetings. The first annual meeting of the Members shall be held within 1 year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the first Tuesday of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

4.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote 1/4 of all the votes of the Class A membership.

4.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 5 nor more than 30 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. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4.4 Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 1/10th of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or 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 and represented.

4.5 **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing -and shall be filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE V.

Board of Directors; Selection; Term of Office

5.1 **Number.** The affairs of this Association shall be managed by a Board of 3 Directors, who need not be Members of the Association, until such time as there are 45 Class A memberships, at which time a special meeting will be held and a Board of 5 Directors shall be elected according to the procedure outlined in Section 2 of this article.

5.2 **Term of Office.** At such time as there are 45 Class A memberships, a special meeting of the Members shall be called, and said Members shall elect 1 director for a term of 1 year, 2 directors for a term of 2 years, and 2 directors for a term of 3 years; and at each annual meeting thereafter, the Members shall elect for a term of 3 years a director or directors for the director or directors whose term is expiring.

5.3 **Removal.** Any director may be removed from the board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

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

5.5 **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 written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI.

Nomination and Election of Directors

6.1 **Nomination.** Nomination 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 Chairman, who shall be a member of the Board of Directors, and 2 or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced

at each annual meeting. The Nominating Committee shall make any nominations for 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 nominations may be made from among Members or non-members.

6.2 **Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies 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. Cumulative voting is not permitted.

ARTICLE VII. Meetings of Directors

7.1 **Regular Meetings.** Annual meetings of the Board of Directors shall be held following the annual meeting of the Members at the hour of 8:00 o'clock p.m. In addition, regular meetings of the Board of Directors shall be held quarterly at such place and on such date as established by a resolution of the Board of Directors at their annual meeting.

7.2 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any 2 directors, after not less than 3 days notice to each director.

7.3 **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.

ARTICLE VIII. Powers and Duties of the Board of Directors

8.1 **Powers.** The Board of Directors shall have the power to:

- (a) adopt and publish rules and regulations governing the Special Common Area and facilities, if any, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;

- (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 these 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 3 consecutive meetings of the Board of Directors; and
- (e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

8.2 **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 1/4th 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:
 - (i) fix the amount of the assessment against each Lot at least 30 days in advance of each assessment period;
 - (ii) send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each assessment period; and
 - (iii) foreclose the lien against any property for which assessments are not paid within 30 days after the due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or 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 performance of maintenance and enforcement as provided in the Declaration of Covenants, Conditions and Restrictions; and
- (h) act as an Architectural Control Committee or appoint an Architectural Control Committee pursuant to the provisions of Article VI of the Declaration of Covenants, Conditions and Restrictions.

**ARTICLE IX.
Officers and Their Duties**

9.1 **Enumeration of Offices.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the board may from time to time by resolution create.

9.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors occurring subsequent to each annual meeting of the Members.

9.3 **Term.** The officers of this Association shall be elected annually by the board and each shall hold office for 1 year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

9.4 **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.

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

9.6 **Vacancies.** A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

9.7 **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than 1 of any of the other offices, except in the case of special offices created pursuant to Section

9.8 **Duties.** The duties of the officers are as follows:

- (a) President. The President shall be the Chief Executive Officer and shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the board are carried out, shall sign all leases, mortgages, deeds and other written instruments, and may co-sign or sign all checks and promissory notes.
- (b) Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her 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 addresses, and shall perform such other duties as required by the board.
- (d) Treasurer. The Treasurer shall be the Chief Financial Officer and 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 statement of income and expenditures to be presented to the membership at its regular annual meeting, and shall deliver a copy of each to the Members.

ARTICLE X. Committees

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI. 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 Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**ARTICLE XII.
Maintenance 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. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 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, and 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 abandonment of his or her Lot.

**ARTICLE XIII.
Corporate Seal**

The Association shall have no corporate seal.

**ARTICLE XIV.
Amendments**

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

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

**ARTICLE XV.
Additional Associations**

Any group of Owners who are Members of this Association shall have the right to establish a homeowners association or corporation, provided that the establishment of such an association or corporation shall in no way be derogatory of any rights or obligations established by and through the Declaration heretofore and hereafter recorded, and provided further:

- (a) the property owned by said Owners is contiguous or has a specific common interest or purpose and encompasses at least 5 Lots or living units;
- (b) the association or corporation includes within its boundaries all of the Lots or living units owned by its members.

The Owners of the lots, living units or sites included within the boundaries of said association or corporation shall continue to be Members of this Association and the establishment of such an association or corporation shall not relieve, remove or reduce in any manner whatsoever the obligations of its members to this Association, and any such association or corporation shall be subject to and subordinate to this Association in all respects. Such an association or corporation shall not have the power or right to exclude any of the Members of this Association who are not also members of such association or corporation from, or in any manner interfere with, their possession or enjoyment of the Special Common Areas. The establishment of any said association shall not in any manner contravene the rights of the Members as expressed in the Declaration.

**ARTICLE XVI.
Non-Discrimination**

The Association shall comply with all requirements imposed by any applicable statute relating to the properties or executive order prohibiting discrimination on the basis of race, color, sex, religion or national origin, and concerning equal opportunity and employment or use, sale, lease or other disposition of properties, or any housing or other facilities now or hereafter located thereon.

**ARTICLE XVII.
Additional Developer Right**


The Developer shall have the right to prohibit, stop or remedy any action to be, being or taken by the Association, as the case may be, if such action is or may be in violation of, or has or may have a detrimental effect on Developer, because of Developer's covenants and agreement under Development and Project Agreements with the City of Hanover or Conditional Use Permits issued by the City of Hanover, or as the same may be amended or modified by the City of Hanover. The jurisdiction of the Association shall be subject to any and all agreements between the Developer and the City of Hanover covering the property subject to the Declaration or any part thereof, whether such agreement or agreements are entered into before or after the date of filing Articles of Incorporation for the Association. It is provided, however, that the Developer shall exercise the rights provided for above only if the Association shall fail to remedy an action which is or may be a violation of such agreements after

notice from the Developer to do so. The Association shall comply with the terms of the above-described agreements and shall have the primary obligation therefore as to the Special Common Areas. These rights shall be exercised by the Developer to the extent consistent with the said agreements and as long as Developer holds Class A or Class B membership in the Association.

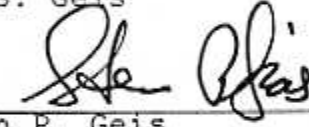
ARTICLE XVIII.
Miscellaneous

The fiscal year of the Association shall begin the 1st day of June and end on the 31 day of may of every year, except that the first fiscal year shall begin on the date of incorporation.

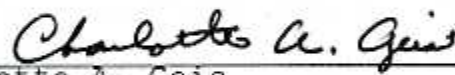
IN WITNESS WHEREOF, we, being all of the directors of the Bridges at Hanover Association, have set our hands this 21 day of February, 2002.



John S. Geis



Steven P. Geis



Charlotte A. Geis