

**COMMON INTEREST COMMUNITY NUMBER 41
PLANNED COMMUNITY
CEDAR CREEK SOUTH SIXTH ADDITION**

BYLAWS

CEDAR CREEK SOUTH SIXTH ADDITION HOMEOWNERS ASSOCIATION, INC.

These Bylaws serve a dual role. They are the Bylaws of Cedar Creek South Sixth Addition Homeowners Association, Inc., a Minnesota non-profit corporation (the "**Association**") organized under Minnesota Statutes Chapter 317A. The Minnesota Non-profit Corporation Act, and they are also the Bylaws of the common interest community described as Common Interest Community No. 41, Cedar Creek South Sixth Addition, Common Interest Community, Wright County, Minnesota (the "**CIC**") under Minnesota Statutes Chapter 515B, the Minnesota Common Interest Ownership Act (the "**Act**").

DEFINITIONS

Bylaw 1. Definitions. Any words or terms used in these Bylaws which are defined in the Act shall have the meaning there ascribed to them. Any words or terms used in these Bylaws which are defined in the Declaration, filed for record in the office of the County Recorder for Wright County, Minnesota, as Document No. 743182 ("**Declaration**") shall have the meaning there described to them.

MEMBERS AND VOTING

Bylaw 2. Membership. Each Owner of a Unit in the CIC shall be a Member of the Association, and no other person or entity shall be entitled to membership. The Declarant, or its successors in interest or assigns, shall be entitled to membership in the Association only so long as the same is the Owner of one or more Units in the CIC.

Bylaw 3. Transfer of Membership. Each membership is appurtenant to the Unit on which it is based and shall transfer automatically by voluntary or involuntary conveyance of the ownership of that Unit. It shall be the responsibility of each Owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. In the event the Owner of any Unit should fail or refuse to transfer the membership to the transferee of title of such Unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Bylaw 4. Multiple Owners. When more than one person holds an ownership interest in a Unit, the vote for such Unit shall be exercised as they, between or among themselves, determine and jointly signify in writing to the Secretary of the Association, but in no event shall more than the assigned vote be cast with respect to any Unit nor shall the vote allocated to a Unit be split or otherwise cast separately by the several Unit Owners. In the event multiple Owners of a Unit cannot agree on the exercise of voting power for such Unit the vote shall not be cast.

Bylaw 5. Voting. The Association shall have one class of voting membership. Each Unit shall be entitled to one vote. Cumulative voting shall not be permitted. A majority of those voting at a properly constituted meeting shall govern all determinations of the Unit Owners, except where a greater vote is required by the Act, or the Governing Documents. No vote shall be cast with respect to any Unit while it is owned by the Association. During any period when the assessments against a Unit are unpaid for more than sixty (60) days after due and payable, the Unit's voting rights may be suspended.

Bylaw 6. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Owners representing twenty percent (20%) of the voting power of the Association shall constitute a quorum. If the voting power of a Unit is suspended by reason of delinquency in payment of assessments or if the Unit is owned by the Association, such voting power shall be deducted from the quorum requirement.

Bylaw 7. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. A person designated by a proxy to act for a Member need not be a Member. A proxy appointment is valid for eleven (11) months unless (a) a different period is expressly provided in the appointment (not more than three (3) years); (b) the proxy is revoked either by the Member attending and voting at a meeting or signing and delivering to the Secretary a writing revoking the proxy or a later appointment; or (c) the granting Owner is no longer an Owner.

MEETINGS

Bylaw 8. Place of Meetings. Meetings of the Association shall be held at the CIC or such other suitable place within Wright County, Minnesota, and convenient to the Unit Owners as may be designated by the Board of Directors.

Bylaw 9. Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Board of Directors. At each annual meeting of the Owners, the Board of Directors shall be elected as provided herein, a report shall be made to the Owners on the activities and financial condition of the Association, and any other matter which are included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting. If a regular meeting of the Members has not been held during the preceding fifteen (15) months, ten percent (10%) or more of the Members with voting rights may demand a meeting in accordance with Minnesota Statutes Section 317A.431, subd. 2.

Bylaw 10. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon the presentation to the Secretary or a petition therefor signed by Owners of not less than ten percent (10%) of the votes or by three directors. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless all of the Members with voting rights have waived notice of the meeting under Minnesota Statutes Section 317A.435.

Bylaw 11. Notice of Meetings. It shall be the duty of the Secretary to send to each Owner, at least twenty-one (21) days, and not more than thirty (30) days, in advance of an annual meeting of the Owners, and not less than seven (7) days and not more than thirty (30) days in advance of any other meeting, notice of the date, time, place, the purpose of the meeting and the procedures for appointing proxies. The notice

shall be hand-delivered or sent by United States mail, postage prepaid, to all Owners of record at the address of their respective Units or to such other address or addresses as any of them may have designated in writing to the Secretary.

Bylaw 12. Adjourned Meetings. If any meeting of Unit Owners cannot be organized because a quorum is not present, the Unit Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than sixty (60) days from the time the original meeting was called, with no further notice than that given at such adjourned meeting, and the quorum at such adjourned meeting shall be one-half of the ordinary quorum.

Bylaw 13. Order of Business. The order of business at all annual meetings of the Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Designation of regular date for annual meetings (if necessary).
- (g) Election of Directors (when applicable).
- (h) Unfinished business.
- (i) New business.
- (j) Open forum.
- (k) Announcement of date, time and place of organization meeting of the new Board of Director.
- (l) Adjournment.

There shall also be a report on the activities and financial condition of the Association at the annual meeting.

Bylaw 14. Fair Voting Procedures. The following shall be considered minimum standards to assure fair voting procedures:

- (a) All proxies should be available for inspection prior to and during a Members' meeting, so that a reasonable opportunity is afforded to challenge and count proxies.

- (b) All mail ballots and all proxies cast at a meeting should be first opened at the time the votes on an election or issue are counted and tallied.
- (c) In the case of an election of director, every candidate or designee of a candidate may observe the counting and tallying of votes; and on any other issue, a reasonable number of observers from both sides of each issue shall observe the counting and tallying of votes.
- (d) The vote count on each election and issue shall be announced before adjournment of the meeting, and shall be available to all Members in written form, signed by the secretary of the Association, within seven (7) days of the meeting.
- (e) A Member who is delinquent in the payment of assessments may reinstate voting rights for a meeting by payment of the delinquency by delivering a check to the secretary, treasurer or president of the Association before the meeting is called to order, unless a different requirement is adopted by the Board and the delinquent Member is given written notice thereof at least fifteen (15) days before the meeting. Subject to the rights of Owners to elect Directors as set forth in Bylaw 16, the Declarant may increase and number of Directors and appoint persons to fill the positions created.

BOARD OF DIRECTORS

Bylaw 15. Number of Qualification. The affairs of the Association shall be governed by a Board of Directors. The first Board of Directors shall consist of the persons designated as directors in the Articles of Incorporation of the Association or the persons appointed to replace them by the Declarant, subject to the rights of Owners to elect directors as set forth in Bylaw 16. Upon the expiration of the terms of the members of the first Board of Directors, the Board of Directors shall be composed of three (3) directors, a majority of whom shall be Owners, or a duly authorized representative of the Owner if the Owner is a corporation, partnership, limited liability company, trust or other entity which has the capacity to hold title to real estate. Should any vacancy occur in the Board of Directors during the period of Declarant control, it shall be filled by Declarant. The Board of Directors shall have the power to adopt the Bylaws of the Association, to elect officers, to establish a schedule of assessments which shall be effective until December 31st of the year in which occurs the "first annual meeting" of the Association, and shall have generally the powers and duties as set forth in Bylaw 19. All Directors elected by the unit owners shall themselves be unit owners, officers or employees of a corporate unit owner, or partners or employees of a partnership unit owner.

Bylaw 16. Term of Office. The terms of office of the members of the Board of Directors shall be as follows:

- (a) Subject to Subsection (b), the terms of all directors appointed by Declarant as authorized by the Declaration shall terminate upon the earliest of (i) voluntary surrender of control by Declarant; (ii) an Association meeting which shall be held within sixty (60) days after conveyance to Owners other than Declarant of seventy-five percent (75%) of the total number of Units authorized to be included in the common interest community; or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other

than Declarant. The term of office of any director elected to the first Board of Directors by Owners other than the Declarant shall terminate at the same time as those appointed by Declarant.

- (b) Notwithstanding the provisions of Subsection (a), the Owners other than Declarant shall have the right to nominate and elect not less than thirty-three and one-third percent (33 1/3%) of the director at a meeting of the Owners held within sixty (60) days following the conveyance by Declarant of fifty percent (50%) of the total number of Units authorized to be included in the common interest community.
- (c) Notwithstanding the foregoing, at the first meeting of the Association following termination of Declarant control, the term of office of one (1) Director shall be fixed at two (2) years, the and the term of office of one (1) Director shall be fixed at one (1) year. At the expiration of the initial term of office of each Director, his or her successor shall be elected for a two (2) year term. Directors shall be elected by plurality, subject however, to Declarant's rights during the "Period of Declarant Control" as specified in the Declaration. Each Director shall hold office until his or her representative successor has been elected.

Bylaw 17. Nomination. Subject to Declarant's rights during the "Period of Declarant Control," nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations also may be made by any two Members in a written nomination to the Secretary or by motion and second 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 two or more Members of the Association. The Nominating Committee shall be appointed by the Board 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 as many 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.

Bylaw 18. Election. Directors shall be elected by plurality, subject however to Declarant's rights during the "Period of Declarant Control" as specified in the Declaration. Each Director shall hold office until his or her representative successor has been elected.

Bylaw 19. Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the Owners) by law or by the Governing Documents. The powers of the Board of Directors shall include, without limitation, the power to:

- (a) adopt, amend and revoke Rules and Regulations not inconsistent with the Governing Documents, as follows: (i) regulating the use of the Common Elements; (ii) regulating the use of the Units, and the conduct of Owners and Occupants, which may jeopardize the health, safety or welfare of other Owners and Occupants, which involves noise or other disturbing activity, or which may damage the Common Elements or other Units; (iii) regulating or prohibiting animals; (iv) regulating changes in the appearance of the Common Elements and conduct which may damage the Property; (v) regulating the exterior

appearance of the Property, including, for example, balconies and patios, window treatments, and signs and other displays, regardless of whether inside a Unit; (vi) implementing the Governing Documents, and exercising the powers granted by this Section; and (vii) otherwise facilitating the operation of the Property;

- (b) adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Owners;
- (c) hire and discharge managing agents and other employees, agents and independent contractors;
- (d) institute, defend or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself or two or more Owners on matters affecting the Common Elements or other matters affecting the Property or the Association, or (ii) with the consent of the Owners or affected Units on matters affecting only those Units;
- (e) make contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement and modification of the Common Elements and the Units;
- (g) cause improvements to be made as a part of the Common Elements;
- (h) acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, subject to the requirements of the Act for the conveyance or encumbrance of the Common Elements;
- (i) grant public utility easements through, over or under the Common Elements and, subject to approval by resolution of the Owners other than Declarant or its affiliates at a meeting duly called, grant other public or private easements, leases and licenses through, over or under the Common Elements;
- (j) impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Owners;
- (k) impose charges for late payment of assessments and, after notice and all opportunity to be heard, levy reasonable fines for violations of the Governing Documents and the Rules and Regulations;
- (l) impose reasonable charges For the review, preparation and recondition of amendments to the Declarations or Bylaws, resale certificates required by Section 515B.4-107 of the Act, statements of unpaid assessments or furnishing copies of Association records;
- (m) provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;

- (n) provide for reasonable procedures governing the conduct of meetings and the election of directors;
- (o) appoint, regulate and dissolve committees; and exercise any other powers conferred by law or the Governing Documents, or which are necessary and property for the governance of the Association.

Bylaw 20. Vacancies. Subject to the Declarant's rights during the period of Declarant Control, vacancies in the Board of Directors caused by any reason other than (a) the removal of a Director by a vote of the Owners or (b) the removal and substitution by a corporate or partnership Unit Owner under Bylaw 43, shall be filled by vote of a majority of the remaining Directors, and each person so elected shall be a Director until a successor is elected and qualified at the next annual meeting of the Association.

Bylaw 21. Removal of Directors. Subject to the Declarant's rights during the period of Declarant Control, at any regular or special meeting of the Owners duly called, any one or more of the Directors may be removed with or without cause by a majority of the Owners present in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Bylaw 22. Organization Meeting. The first meeting of the Board of Directors each year following the annual meeting of Owners shall be held within ten (10) days of the annual Owners' meeting, and if the date, time and place are announced at the annual Owners' meeting, no further notice shall be necessary.

Bylaw 23. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place within the State of Minnesota, as shall be determined, from time to time, by a majority of the Directors, but at least one such meeting shall be held during each calendar year following the annual meeting of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, at least seven (7) business days prior to the day named for such meeting.

Bylaw 24. Special Meetings. Special meetings of the Board of Directors may be called by the President on not less than seven (7) days' notice to each Director, which notice shall state the time, place within the State of Minnesota, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two Directors.

Bylaw 25. Meetings to be Public. Except as otherwise provided in the Act, meetings of the Board of Directors must be open to the Owners. To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time and place of the Board meeting, unless the date, time and place of meeting are provided for in the Declaration, Articles of Incorporation or these Bylaws, announced at a meeting of the Board, posted in a location accessible to the Owners and designated by the Board from time to time, or if an emergency requires immediate consideration of the matter by the Board. Meetings may be closed, however, to discuss the following:

- (a) Personnel matters;

- (b) Pending or potential litigation, arbitration or other potentially adversarial proceedings, between Owners, between the Board or Association and Owners, or other matters in which any Owner may have adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or Association or the privacy of all Owner or Occupant of a Unit; or
- (c) Criminal activity arising within the Common Interest Community, if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.

Failure to give notice as required by this subsection shall not invalidate the Board meeting or any action taken in the meeting.

Bylaw 26. Telephone Conference. A meeting of the Directors or any committee of the Board may be conducted by a telephone conference or any means of communication through which the participants may simultaneously hear each other during the meeting, if notice of the meeting has been given as would be required for a meeting and if the number of persons participating in the conference is sufficient to constitute a quorum. Participating in a conference constitutes personal presence at the meeting. A Director may participate in a Board meeting by means of communication through which the Director, other Directors participating, and all other Directors physically present at the meeting may simultaneously hear each other during the meeting. Participating in a meeting by this means constitutes personal presence at the meeting.

Bylaw 27. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving and receipt of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Bylaw 28. Board of Directors' Quorum and Voting. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the meeting may be adjourned from time to time until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Bylaw 29. No Proxies. Directors shall not vote by proxy.

Bylaw 30. Action Without a Meeting. Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in a writing signed by all of the Directors.

Bylaw 31. Compensation. The Directors will receive no compensation of their services as Directors. However, when authorized by the Board, Directors and officers may be reimbursed for actual expenses incurred in connection with business of the Association, and officers may be compensated for bookkeeping or recording functions.

Bylaw 32. Liability of Board. The Directors shall not be liable to the Owners for any act or failure to act in their capacity as Directors, including any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

Bylaw 33. Indemnification. The Association shall have the power to indemnify Directors, Officers, employees or agents against certain expenses and liabilities as provided by Minnesota Statutes Section 317A.521, subd. 2 and 3.

OFFICERS

Bylaw 34. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. All principal officers shall be elected by and from the Board of Directors. The Board may from time to time appoint an assistant secretary and such other officers, with such duties, as in their judgment may be desirable, and such officers need not be Directors.

Bylaw 35. Election of Officers. The principal officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board. All officers shall hold office at the pleasure of the Board.

Bylaw 36. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board of Directors. The President shall see that all orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other written instruments (except to the extent that the Board of Directors authorizes or mandates the delegation of such authority).

Bylaw 37. Vice President. The Vice President shall act in the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act on an interim basis. The Vice President also shall perform such other duties as shall from time to time be required by the Board of Directors.

Bylaw 38. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. If the Association adopts a seal, the Secretary shall keep the corporate seal of the Association and affix it on all papers requiring said seal. The Secretary shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as may be required by the Board.

Bylaw 39. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall sign all checks and shall be responsible for the deposit of all money and valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors, except to the extent that the Board of Directors authorizes or mandates the delegation of such authority to a manager or agent.

Bylaw 40. Committees. The Board shall appoint Members of an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may establish other committees and appoint their Members as deemed appropriate in carrying out its purposes.

Bylaw 41. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks, mortgages and other instruments of the Board or of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board.

ANNUAL REPORT/BOOKS AND RECORDS

Bylaw 42. Annual Report. The Association shall prepare and provide to each Unit Owner at or prior to each annual meeting a report of the affairs of the Association including at least the following information:

- (a) A statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000.00 (whichever is greater) approved by the Association for the current year or succeeding two fiscal years;
- (b) A statement of the balance of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors;
- (c) A copy of the statement of revenues and expenses for the Associations' last fiscal year and a balance sheet as of the end of said fiscal year;
- (d) A statement of the status of any pending litigation or judgments to which the Association is a party;
- (e) A statement of the insurance coverage provided by the Association; and
- (f) A statement of the total past due assessments on all Units, current as of not more than sixty (60) days prior to the date of the meeting.

MISCELLANEOUS

Bylaw 43. Right of Corporate or Partnership Unit Owner to Substitute. Whenever a director or officer of the Association is an officer or employee of a corporate Unit Owner or a partner or employee of a partnership Unit Owner, the respective corporation or partnership may be written notice to the Association remove such director or officer of the Association and designate another such person to serve the unexpired balance of the term.

Bylaw 44. Termination of Contracts. If entered into prior to expiration of the period of Declarant control, (i) any management contract, employment contract, or lease of recreational facilities, Units, garages or other parking facilities, (ii) any contract, lease or license binding the Association to which a Declarant or an affiliate of a Declarant is a party, or (iii) any contract, lease or license binding the

Association nor any Unit Owner other than the Declarant or an affiliate of the Declarant which is not bona fide or which was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the expiration of Declarant control upon not less than ninety (90) days notice to the other party.

Bylaw 45. Notice. "Notice" has the meaning given in Section 317A.011, subdivision 14 of the Minnesota Non-profit Corporation Act.

Bylaw 46. Amendments to Bylaws. These Bylaws may only be amended in a manner authorized by Minnesota Statutes Section 317A.181 and the Declaration.

Bylaw 47. Conflicts. In case any of these Bylaws conflicts with the provisions of the Act, the provisions of the Act will apply. In case any of these Bylaws conflicts with the provisions of the Declaration or Articles of Incorporation, the provisions of the declaration or Articles of Incorporation will apply.

Bylaw 48. Annual Audit. The Association shall have no obligation to have its financial statements audited, but any mortgage holder shall be entitled, upon written notice, to have an audited financial statement of the Association of the immediately preceding fiscal year prepared at its expense (unless one is otherwise available, in which case it shall be provided free of charge to the party so requesting). Any financial statement shall be furnished free of charge within a reasonable time upon request from any such Owner, lender, holder, issuer or guarantor or any prospective Owner, lender, holder, insurer or guarantor.

Bylaw 49. Inspection. Current copies of the Declaration, these Bylaws, other rules concerning the project and the books, records and financial statements of the Association shall at all times, during reasonable and normal business hours, be available for inspection by any Owner or Unit lender and by the holder, insurer or guarantor of a mortgage on any Unit, and copies of the same may be purchased at reasonable cost. Any financial statements shall be furnished within a reasonable time following such request.

Bylaw 50. Notice to Association. An Owner who mortgages the Owner's Unit shall notify the Association through the management agent, if any, or the President of the Board of Directors, in the event there is not management agent, of the name and address of such mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units."

Bylaw 51. Prospective Purchasers. The Association also shall make available for inspection, upon request during reasonable and normal business hours, to prospective purchasers of a Unit, correct copies of the Declaration, Bylaws, other rules governing the planned community and the most recent audited financial statement of the Association, if such is prepared.

Bylaw 52. Notices. All notices required hereunder shall be hand delivered or sent by United States Mail to the Board at the office of the Association or to such other address as the Association may hereafter designate from time to time, by written notice, given in the manner hereinafter prescribed. All notices to any Owner shall be hand delivered or sent by United States Mail to the Owner's Unit or to such other address as may be designated by Owner, in writing, from time to time, to the Association. All notices to mortgagees of Units shall be sent by United States mail to their respective addresses as designated by them

from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed, except notice of change of address, which shall be deemed to have been given when received.

Bylaw 53. Arbitration. Except as otherwise provided in the Declaration and in these Bylaws, any dispute arising under the Declaration or these Bylaws between or among Owners or between or among the Association and Owners shall be submitted to arbitration in Wright County, Minnesota, under the supervision, rules and procedures of the American Arbitration Association. The decision of the arbitrator in such case shall be final. The costs of the arbitration proceedings shall be shared equally among the parties to the arbitration.

Bylaw 54. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or affect of the balance to these Bylaws.

CERTIFICATE

The foregoing were adopted as the Bylaws of Cedar Creek South Sixth Addition Homeowners Association, Inc., a Minnesota non-profit corporation, at the first meeting of the Board of Directors on December 6, 2000.

CEDAR CREEK SOUTH SIXTH ADDITION HOMEOWNERS ASSOCIATION, INC.

By: Donald V. Jensen
Donald V. Jensen
Its: Secretary

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 6th day of December, 2000, by Donald V. Jensen, Secretary of Cedar Creek South Sixth Addition Homeowners Association, Inc., a Minnesota non-profit corporation, on behalf of the corporation.

Heather A. Zorn
Notary Public

THIS INSTRUMENT DRAFTED BY:

Leonard, O'Brien, Wilford,
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