

**BYLAWS  
OF  
BLUFF COUNTRY VILLAGE TOWNHOMES ASSOCIATION  
A CORPORATION UNDER THE LAWS OF  
THE STATE OF MINNESOTA**

**ARTICLE I**

These are the Bylaws of Bluff Country Village Townhomes Association, a Minnesota non-profit corporation (hereinafter called the "Association"), which is organized for the purpose of being and constituting the association of Unit Owners for Bluff Country Village Townhomes, a planned community organized pursuant to the provisions of the Minnesota Common Interest Ownership Act, being Chapter 515B, Sections 515B.1-101 to 515B.4-118 (hereinafter the "Act") by Declaration dated \_\_\_\_\_, 2000 (hereinafter referred to as the "Declaration").

**ARTICLE II**

For purposes of these Bylaws, the terms used herein shall have the meaning given in the Declaration, except as otherwise specified herein.

**ARTICLE III**

3.1 Membership. The Owner or Owners of estates or interests in a Unit which, individually or collectively, aggregate a fee simple absolute, shall by virtue of such interest, be Members of the Association. Any person or persons with a vendee's interest in a contract for deed shall also, by virtue of such interest, be Members of the Association. Membership in the Association is appurtenant to the Unit owned by the Unit Owners and is inseparable from such ownership and shall be deemed to be conveyed or encumbered along with the Unit.

3.2 Interest in Association Property. No Owner shall have any severable right or interest in any property, funds or reserves of the Association, but merely a right to the joint use and enjoyment thereof so long as he or she continues as a Unit Owner.

3.3 Personal Application. All present or future Unit Owners, tenants, future tenants or their employees, or any other person or entity that might use the facilities of the common interest community in any manner, are subject to these Bylaws. The acquisition or rental of any of the Units or the act of occupancy of any of said Units will signify that the Governing Documents are accepted, ratified and will be complied with.

3.4 More than One Owner. When one or more persons own an interest in a Unit, all such persons shall be Members of the Association.

3.5 Declarant's 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 referred to in the Declaration.

3.6 Owner's Duty to Register Name. It shall be the duty of each Owner of an interest to register the Owner's name, address and the nature of the interest with the secretary of the Association. If the Owner of such an interest does not register the interest, the Association shall be under no duty to recognize the ownership, but such failure to register shall not relieve such Owner of such an interest of any obligation, covenant or restriction under the Governing Documents.

#### **ARTICLE IV BOARD OF DIRECTORS**


4.1 Number and Qualifications. The Association will have the responsibility of administering the common interest community through its duly elected Board of Directors which, subsequent to the First Board of Directors, shall be composed of three (3) Directors. If the Association desires more than three (3) Directors, the Association may elect up to four (4) additional Directors.

Until a date five (5) years from the date of the first conveyance of a Unit to a Unit Owner other than the Declarant or sixty days after conveyance of seventy-five percent of the Units to Owners other than the Declarant, whichever occurs first, the Board of Directors shall consist of such persons as have been designated by the Declarant (the "first Board of Directors"), provided, however, not later than sixty days after the conveyance of fifty percent of the Units to Owners other than the Declarant not less than one-third of all of the Members of the Board of Directors shall be elected by Owners other than the Declarant or an affiliate of Declarant. After the first Board of Directors, the majority of the Board of Directors shall be Unit Owners other than Declarant or an affiliate of Declarant. So long as Declarant owns a Unit, Declarant shall be entitled to appoint one director, who need not be a Unit Owner.

With the exception of the Declarant, or such persons as have been designated by the Declarant, all Members of the Board shall be Members or spouses of Members; or, in the case of ownership by a partnership, shall be partners or employees of such partnership; or, in the case of ownership by a corporation, shall be officers or employees of such corporation; or in the case of ownership by a fiduciary, shall be officers or employees of such fiduciary.

4.2 Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and the Property and may do all such acts and things, except as by law or by the Governing Documents may not be delegated to the Board by the Members, or which have been delegated to the Master Association. Such powers and duties of the Board shall include, without limitation, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;

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- (b) Adoption and amendment of budgets. Determination of the Common Expenses required for the affairs of the Property, including, without limitation, the operation and maintenance of the Property and reserves for repair, replacement and improvements;

Levy and collection of assessments for common expenses from the Owners and of other amounts due from Owners;

Employment, management and dismissal of the personnel necessary for the maintenance and operation of the Common Elements;

- (e) Adoption, promulgation and amendment of rules and regulations as permitted by the Act covering the details of the operation and permitted uses of the Property and after notice and opportunity to be heard, levy reasonable fines for violations of the Governing Documents;
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor;
- (g) Purchasing or leasing or otherwise acquiring in the name of the Association, Units offered for sale or lease or surrendered by their Owners to the Board of Directors;
- (h) Purchasing of Units at foreclosure or judicial sales in the name of the Association;
- (i) Selling, leasing, mortgaging or otherwise dealing with real estate or personal property, including Common Elements as allowed by Section 515B.3-112 of the Act, including, but not limited to, Units acquired by, and subleasing Units leased by, the Association. Granting public utility easements through, over or under the Common Elements, and, subject to approval by resolution of 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) Obtaining of insurance for the Property pursuant to the provisions of the Declaration and of these Bylaws;

Managing, maintaining and repairing the Property and repairing and reconstructing the Property in accordance with the Governing Documents and the Act after damage or destruction by fire or other casualty or as a result of eminent domain proceedings;

- (l) Commencement of appropriate legal action for collection of assessments for common expenses or for termination of non-complying occupancy in accordance with the Governing Documents and the Act;

- (m) Institute, defend, or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself, or two or more Unit Owners on matters affecting the Common Elements or other matters affecting the common interest community or (ii) with the consent of the Owners of the affected Units on matters affecting only those Units;
- (n) Dedicating or transferring permits, licenses and easements for public utilities, roads and other public purposes consistent with the intended use of the Common Elements and reasonably necessary or useful for the proper maintenance or operation of the project;
- (o) The Board of Directors may employ and discharge for the Association a management agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize; and
- (p) Exercise any other powers conferred by Section 515B.3-103 of the Act or otherwise conferred by Law, or the Governing Documents.

4.3 Vacancies. Subject to the rights of the Declarant to name Directors as provided in Section 4.1, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director for the remainder of the term of the Director replaced.

4.4 Removal of Directors. Subject to the rights of the Declarant to name Directors as provided in Section 4.1, at any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority on a percentage basis of the Owners, 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.

4.5 Organization Meeting. The first meeting of the Board of Director's each year following the annual meeting of Owners shall be held within ten (10) days of each annual meeting and no notice shall be necessary to the Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

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

4.7 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail or telephone, which notice shall state the time, place 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.

4.8 Waiver of Notice. Any Director may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of necessary notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice by that Director of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting.

4.9 Board of Directors' Quorum. 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 shall 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. If a quorum is present when a duly called or held meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of directors originally present leaves less than a quorum.

4.10 Meetings to be Public. 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 Governing Documents, 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 an 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 is required by this subsection shall not invalidate the Board meeting or any action taken in the meeting. The minutes of any part of a meeting that is closed under this section may be kept confidential at the discretion of the board.

4.11 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. Participation in a meeting by this means constitutes personal presence at the meeting.

4.12 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.

4.13 Compensation. The Directors will receive no compensation for their services. However, when authorized by the Board of Directors, Directors and Officers may be reimbursed for expenses incurred in connection with the business of the Association.

4.14 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.

4.15 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 & 3.

## **ARTICLE V MEMBERS' MEETINGS AND VOTING**

5.1 Annual Meetings. The first annual meeting of the Association shall be held within one year of the filing of the Declaration, upon notice as provided herein, at which meeting the order of business shall be as set forth in Section 5.4 supra and thereafter shall meet at least once per year. The annual meetings of the Association shall be held at the offices of the Association at 10:00 a.m. on the closest Saturday to the anniversary date of the first annual meeting, or on such other date as the Members shall adopt from time to time. At such meetings, the Directors shall be elected by ballot of the Members in accordance with the requirements of Article IV of these Bylaws, and there shall be a report on the activities and financial condition of the Association. The Association may transact such other business at such meetings as may properly come before it.

5.2 Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by Members in the aggregate owning not less than ten percent (10%) of the Membership voting rights. The notice of any special meeting shall state the time and place of such meeting, the purpose thereof and if proxies are permitted, the procedures for appointing proxies. No business shall be transacted at a special meeting except as stated in the notice.

5.3 Notice of Meetings. It shall be the duty of the Secretary to send a notice of each annual or special meeting of the Association at least twenty-one (21) days, but not more than thirty (30) days (in case of an annual meeting) or seven (7) days, but not more than thirty (30) days (in case of a special meeting), prior to such meeting, including the time and place where it is to be held and, if proxies are permitted, the procedures for appointing proxies, to each Member. Such notice shall be hand delivered or sent by United States Mail to each Member of record at the address of the Owner's Unit and at such other address as such Member shall have designated by notice, in writing, to the Secretary.

5.4 Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of Board;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of Directors (when so required);
- (i) Unfinished business; and
- (j) New Business.

5.5 Voting Rights. The Association shall have one class of voting membership. The voting Members shall be all Owners, including the Declarant. Each Member shall be entitled to one vote for each Unit of which they are the Owner. When more than one person is an Owner of any Unit, all such persons shall be Members, but the Owners of such Unit shall be collectively entitled to only one vote for the Unit. When there is more than one Owner of a Unit, the vote shall be cast by one

person named in a certificate signed by all Owners of the Unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate.

The Declarant shall vote as any other Owner, entitled to one vote for each Unit of which it is the Owner. The Declarant, however, shall enjoy Special Declarant Rights pursuant to Minnesota Statutes section 515B.3-103, and enumerated in the Governing Documents. Nothing contained herein shall serve to limit, waive or eliminate any of these Special Declarant Rights.

5.6 Voting. The votes to be exercised by the Members shall correspond with the percentage of votes assigned by the Declaration to the Units for voting purposes. The Member or Members, or some person designated by such Member or Members to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to each Unit at all meetings of Members. Such votes shall be cast as a Unit, in the manner decided upon by the Member or Members with an interest in the Units. In the event of any dispute among Owners of any Unit regarding the casting of votes, the vote shall not be cast. The designation of any proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Member or Members. A proxy appointment is valid for 11 months unless a different period is expressly provided in the appointment provided that a proxy is revocable by the Member at any time either by attendance and voting at a meeting or in writing delivered to the Secretary or other officer or agent authorized to tabulate votes. Any or all such Members may be present at any meeting of the Association and may vote or take any other action as a Member either in person or by proxy. A fiduciary shall be the voting Member with respect to any Units owned in a fiduciary capacity. No vote in the Association shall be deemed to inure or be appurtenant to any Units during the time when the Owner thereof is the Association and shall not count toward the establishment of a quorum.

5.7 Majority of Unit Owners. As used in these Bylaws, the terms "majority of Members" or "majority of Owners" shall mean those Members having in excess of fifty percent (50%) of the total authorized votes of all Members present in person or by proxy and voting at any meeting of the Association.

5.8 Quorum. Except as otherwise provided in the Governing Documents and except that votes allocated to a Unit owned by the Association may not be cast or counted toward a quorum, the presence in person or by proxy of Members having, in the aggregate, fifty-one percent (51%) of the total authorized votes of the Owners shall constitute a quorum at all meetings of the Association.

5.9 Majority Vote. The vote of a majority of Members at a meeting at which a quorum shall be present shall be binding upon the Association for all purposes, except where in the Declaration or these Bylaws, or by law, a higher percentage vote is required.

## **ARTICLE VI OFFICERS**



6.1 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 Directors may appoint an Assistant Secretary and such other officers as in their judgment may be desirable, and such officers need not be Directors.

6.2 Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

6.3 Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board, or at a special meeting of the Board called for such purpose.

6.4 President. The President shall be the chief executive officer of the Association. The President 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; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes (except to the extent that the Board of Directors authorizes the delegation of such authority by the President). The President shall have the power to appoint committees from among the Owners, from time to time, as the President may, in the President's discretion, deem appropriate to assist in conducting the affairs of the Association.

6.5 Vice President. The Vice President shall take 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 member of the Board to act on an interim basis. The Vice President also shall perform such other duties as shall from time to time be imposed by the Board of Directors.

6.6 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.

6.7 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 be responsible for the deposit of all moneys 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.

6.8 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.

6.9 Compensation of Officers. No officer shall receive any compensation from the Association for acting as an officer.

## **ARTICLE VII ANNUAL REPORT**

7.1 The Association shall prepare and provide to each Unit Owner annually, at or prior to the annual meeting of the Members, 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 of the current budget or \$5,000.00 (whichever is greater) approved by the Association for the current fiscal year or succeeding two fiscal years;
- (b) A statement of the balance in any reserve or replacement fund;
- (c) A copy of the statement of revenues and expenses for the Association's last fiscal year and 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 detailed description of the insurance coverage provided by the Association, including a statement as to which, if any, of the following items are insured by the Association; ceiling or wall finishing materials; floor coverings; cabinetry; finished millwork; electrical or plumbing fixtures serving a single Unit; built-in appliances; or other improvements or betterments, regardless of when installed; and
- (f) A statement by the Association of the total past due assessments on all Units, current as of not more than sixty (60) days prior to the meeting

## **ARTICLE VIII BOOKS AND RECORDS**

8.1 Annual Review. A review of the Association's financial statements of the Association shall be made annually at the end of the Association's fiscal year by a licensed certified public accountant independent of Declarant on any affiliate of Declarant as defined in the Act, unless prior to sixty (60) days after the end of the fiscal year, at a meeting or by mailed ballot, Owners to which at least 30% of the votes of the Association are allocated vote to waive the requirement. A waiver vote shall not

apply to more than one fiscal year and shall not affect the Board's authority to cause a review or audit to be made.

A copy of the report shall be furnished to each Member not later than 180 days after the end of the fiscal year of the Association. The expense of such review shall be a common expense. If no audited statement is available, a Unit lender, or the holder, insurer or guarantor of a mortgage on any Unit may have one prepared at its expense.

Where the Association's financial statements are prepared by an independent certified public accountant, they shall be prepared in accordance with generally accepted accounting principles as established from time to time by the American Institute of Certified Public Accountants, and shall be reviewed in accordance with standards for accounting and review services. In such case, the financial statements shall be presented on the full accrual basis using an accounting format that separates operating activity from replacement reserve activity.

8.2 Inspection. Current copies of the Governing Documents and 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 statement shall be furnished within a reasonable time following such request.

8.3 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 no management agent, of the name and address of such mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units."

8.4 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 Governing Documents and other rules governing the common interest community and the most recent audited financial statement of the Association, if such is prepared.

## **ARTICLE IX SALES AND LEASES**

Before, or at the time of sale or lease of any Unit, the Owner of such Unit shall pay the Association all assessments then outstanding against such Unit as of the date of closing of such transaction. Any unpaid assessment is a continuing lien against such Unit.

## **ARTICLE X AMENDMENT**

These Bylaws may only be amended in the same manner and to the same extent as the Declaration.

## **ARTICLE XI CONFLICTS**

In case any of these Bylaws conflict 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 of the Articles of Incorporation, the provisions of the Declaration or of the Articles of Incorporation will apply.

## **ARTICLE XII MISCELLANEOUS**

12.1 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.

12.2 Arbitration. Except as otherwise provided in these Bylaws, any dispute arising under these Bylaws between or among Owners or between or among the Association and Owners shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, intending to invoke and apply the provisions of Minnesota Statutes Section 572.08 to 572.30. The arbitration hearing shall be held within Hennepin County, Minnesota, and the initial application under the statute shall be to the District Court for the Fourth Judicial District in and for Hennepin County, Minnesota. The costs of the arbitration proceedings shall be shared equally among the parties to the arbitration.

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

12.4 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

12.5 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.6 No Corporate Seal. The Association shall have no corporate seal.

The undersigned, Steven Schwieters, Director of Bluff Country Village Townhomes Association, hereby certify that the foregoing Bylaws were adopted as the Bylaws of Bluff Country Village Townhomes Association, a Minnesota non-profit corporation, by action of the Board of Directors at the first meeting thereof, effective \_\_\_\_\_, 2000.

\_\_\_\_\_  
Steven Schwieters, Director

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF                    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000, personally appeared before me, Steven Schwieters, Director of Bluff Country Village Townhomes Association, a Minnesota non-profit corporation and he acknowledged that he executed the within document on behalf of said corporation as the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public