

**BYLAWS
OF
COKATO LAKE RV RESORT COOPERATIVE ASSOCIATION**

ARTICLE I

NAME AND LOCATION

The name of the cooperative is Cokato Lake RV Resort Cooperative Association, hereinafter referred to as the “Association”. The principal office of the Association shall be located at 5835 Juneau Lane North, Plymouth, Minnesota 55446, but meetings of Members and the Board of Directors may be held at such places within the State of Minnesota as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. “Articles” shall mean and refer to the Articles of Incorporation of the Association.

Section 2. “Association” shall mean and refer to Cokato Lake RV Resort Cooperative Association, a Minnesota Non-Profit Cooperative, organized under Minnesota Statutes 308A, its successors and assigns, which has been created and shall be operated pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act for the purpose of owning and administering the real property situated in Wright County, Minnesota, as described in the Declaration.

Section 3. “Common Elements” shall mean and refer to all real property owned by the Association as described in the Declaration for the common use and enjoyment of the Owners and such other persons to whom the Owners may delegate this right pursuant to the Declaration and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons.

Section 4. “Cooperative” shall mean and refer to Cokato Lake RV Resort Cooperative, Common Interest Community Number _____, created by the Declaration and in which the real estate is owned by the Association, and each of whose members is entitled by virtue of the member’s ownership interest in the Association to a proprietary lease.

Section 5. “Declarant” shall mean and refer to Cokato Lake RV Resort, LLC, a Minnesota limited liability company, their successors and assigns.

Section 6. “Declaration” shall mean and refer to the Declaration of Covenants, Conditions and Restrictions creating the Cooperative applicable to the Property recorded in the Office of the

County Recorder within and for Wright County, Minnesota, on _____, 2005 as Document No. _____.

Section 7. “Governing Documents” shall mean and refer to the Declaration, the Articles and these ByLaws.

Section 8. “Member” shall mean and refer to all Owners who are Members of the Association as provided in the Declaration.

Section 9. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a lessee’s interest in a proprietary lease for a Unit situated upon the Property, but excluding anyone or any entity having an interest merely as security for the performance of an obligation.

Section 10. “Park Trailer” shall mean and refer to a travel trailer which is designated to provide temporary living quarters for humans during recreation, camping or travel, is not used as a permanent residence, is 102 inches or more in width, and no larger than 400 square feet when any collapsible components or additions are fully extended. Any trailer larger than these dimensions shall be considered to be a mobile home and not permitted upon the Property. Said Park Trailer must be newer than ten (10) years old at the time the owner of said Park Trailer becomes a Member, unless said Park Trailer has been previously approved in writing by the Association.

Section 11. “Proprietary Lease” shall mean and refer a written lease agreement with the Association whereby a Member of the Association is entitled to exclusive possession of a Unit.

Section 12. “Property” shall mean and refer to that certain real property as described in the Declaration.

Section 13. “Recreational Dwelling” shall mean and refer to a tent, a Travel Trailer or a Park Trailer (as defined by the Wright County Zoning Ordinance, and certain accessory structures specifically permitted in writing by Wright County) and the two (2) Cabins situated upon the Property designated and intended for use and occupancy by a single family. With the exception of the two (2) Cabins located on the Property, Recreational Dwelling excludes permanent residences or any other permanent or moveable structures. Recreational Dwelling also excludes mobile homes.

Section 14. “Rent” and “Additional Rent” due pursuant to the Proprietary Lease represent the Member’s proportionate share of annual assessments or charges, special assessments, Common Elements and Limited Common Elements, etc. attributed to the Member’s Membership Interest and Proprietary Lease for a Unit and assessments and liens which may be charged against said Unit pursuant to the Declaration. All expenses payable by Purchaser under the Declaration shall be payable as “Rent” or “Additional Rent” or “Maintenance” under the Proprietary Lease. Said “Rent” or “Additional Rent” or “Maintenance” is secured by a continuing lien upon the Unit as stated in Article X hereof, which, if not paid within thirty (30) days after due date shall bear interest at the rate of 8% per annum and may be foreclosed.

Section 15. "Travel Trailer" shall mean and refer to a trailer mounted on wheels which is designated to provide temporary living quarters for humans during recreation, camping or travel, is not used as a permanent residence, does not require a special highway moving permit based on its size or weight when towed by a motor vehicle, and is less than 40 feet in length (including hitches) and less than 102 inches in width. Said Travel Trailer must be newer than ten (10) years old at the time the owner of said Travel Trailer becomes a Member, unless said Travel Trailer has been previously approved in writing by the Association.

Section 16. "Unit" shall mean and refer to a physical portion of the Property, the boundaries of which are described in the common interest community's Declaration, which is intended for separate ownership and separate occupancy pursuant to a Proprietary Lease and upon which a Recreational Dwelling is situated. Unit shall not be construed to include Common Elements as herein defined.

Section 17. "Unit Owner" shall mean and refer to the Declarant or other person who owns a Unit.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of filing the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the date selected by the Board of Directors thereafter, at the hour of 7:00 p.m. If the day for an annual meeting is a legal holiday, the meeting shall be held at the same hour on the first day following which is not a legal holiday. At each annual meeting, there shall be, at a minimum, (i) an election of successor directors for those directors whose terms have expired, (ii) a report on the activities and financial condition of the Association, and (iii) consideration of and action on any other matters included in the notice of meeting.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by a majority vote of the Board of Directors and must be called by the President in any event upon receipt of a written request for a special meeting signed by fifty percent (50%) of the Members.

Section 3. Notices. Notice of all meetings of the Members, stating the date, time, place, complete agenda thereof, and the procedure for appointment of proxies, shall be given by the President or Secretary unless waived in writing. Such notice shall be in writing and shall be delivered by hand or sent by prepaid United States mail to each Member at the Member's address as it appears on the books of the Association. Notices shall be mailed not less than twenty-one (21) days nor more than thirty (30) days in advance of any annual meeting, and not less than seven (7) days nor more than thirty (30) days in advance of any special meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. The notice of the meeting may be waived before or after such meeting.

Section 4. Quorum. The presence at the meeting of Members, either in person or by proxy, entitled to cast two-thirds (2/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Governing Documents. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at that meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote, in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon sale, transfer or assignment by the Member of his or her Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Initial Board of Directors. Initially, the affairs of this Association shall be managed by a board of five (5) Directors as set forth in the Articles of Incorporation who need not be Members of the Association. Upon the earlier of (a) the termination of the Declarant Control Period or (b) not later than sixty (60) days after sale, transfer or assignment of fifty percent (50%) of the Units that may be created to Unit owners other than Declarant or an affiliate of Declarant, a meeting of the Unit owners shall be held at which not less than thirty-three and one-third (33 and 1/3%) percent of the Members of the Board shall be elected by Unit owners other than a Declarant or an affiliate of Declarant (as defined in the Articles of Incorporation).

Section 2. Number and Qualifications of Directors. The second Board of Directors and all successive Boards shall consist of five or seven members, as determined by the Board of Directors, all of whom are holders of an interest in at least one of the Units, or, in the case of the Declarant, a representative of the Declarant.

Section 3. Nomination of Directors. Nomination for election to the Board of Directors after expiration of the Declarant Control Period shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting (or a special meeting called for the election of Directors). The Nominating Committee shall consist of a Chairperson, 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 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 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. Such nominations shall be made from among Members.

Section 4. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, with 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.

Section 5. Term. The term of each Director after the expiration of the Declarant Control Period shall extend to the next annual meeting of the Members after the annual meeting at which the Director was elected and until the Director's successor has been duly elected and has qualified.

Section 6. 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 or her predecessor.

Section 7. Compensation. No Director shall receive compensation for any service rendered to the Association; however, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 8. 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 the same number of Directors that would be required to take the same action at a meeting of the Board of Directors at which all Directors were present; provided that all Directors shall be notified of the text of the written action prior to the signing by any of the Directors. All Directors shall be notified immediately of the effective date of any such written action that is duly taken. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day designated for such meeting unless such notice is waived.

Section 2. Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one (1) Director. Not less than three (3) days' notice of such special meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of such meeting.

Section 3. Waiver of Notice. Any Director may waive notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 4. Quorum. Three (3) Directors, or if there are a total of seven (7) Directors, then four (4) Directors, shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 5. Adjournment When Quorum Lacking. If at any meeting of the Board of Directors there shall be only one (1) Director present, that Director may adjourn the meeting from

time to time until a quorum is present. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. Manner of Action. Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by these ByLaws.

Section 7. Board Meeting Open to Members. Except as otherwise provided in this Section, meetings of the Board of Directors shall be open to Members. The Board shall give reasonable notice to Members of the date, time, and place of each Board Meeting. No notice need be given to Members if: (i) the date, time, and place of meeting were announced at a previous Board meeting; (ii) the date, time, and place of the meeting were posted in a location accessible to Members and designated by the Board from time to time; or (iii) if an emergency requires immediate consideration of a matter by the Board. Meetings may be closed to Members to discuss the following: (1) personnel matters; (2) pending or potential litigation, arbitration or other potentially adversarial proceedings between Members, between the Board or the Association and Members, or other matters in which any Member may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or otherwise protect the position of the Board or Association or the privacy of a Member or occupant of a Unit; or (3) criminal activity arising within the 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 any investigation of the activity.

ARTICLE VI

THE BOARD OF DIRECTORS: POWERS, DUTIES AND RESTRICTIONS

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

- (a) adopt and publish rules and regulations governing the use of the Common Elements and facilities and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; notice of any proposed rule or regulation or amendment thereto, shall be furnished to the Members, and shall be deemed adopted ninety (90) days after such notice unless the Members, at a special meeting called for that purpose, vote to amend or repeal such proposed rule or regulation;
- (b) after thirty (30) days written notice of default and the default is not cured within said thirty (30) days, suspend the voting and enjoyment rights of any Member for any period during which any assessments remain unpaid, and to suspend the said enjoyment rights for any period not to exceed thirty (30) days and to impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction; provided, however, that nothing contained in this section 1(b)

shall be deemed to deny an Owner access to and from his or her Unit or Recreational Dwelling located on the Property;

- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents;
- (d) declare the office of a Director of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular 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; provided, however, that any agreement for professional management of the Property, or any other contract providing for services by the Declarant, shall provide for termination by either party without cause or payment of a termination fee on ninety (90) days or less written notice and a maximum contract term of three (3) years.

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

- (a) cause to be kept a complete record of all its acts and the Association's 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 by one-fourth of the Class A members entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- (c) as more fully provided in the Articles of Incorporation and the Declaration:
 - (1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay the same;
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and in accordance with the Declaration;
- (g) cause the Common Elements and exterior of all buildings, structures and improvements owned by the Association to be maintained as set forth in the Declaration.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be Members of the Association and members of the Board of Directors.

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

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time determine.

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

Section 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.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person and if combined, the person filing the office shall be termed the "secretary-treasurer." No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

- (a) President. The President shall be a member of the Board of Directors; 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 shall co-sign all checks and promissory notes.
- (b) Vice President. The Vice President shall be a member of the Board of Directors; 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 by the Board.
- (c) Secretary. The Secretary shall be a member of the Board of Directors; 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 a member of the Board of Directors; shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of each to the Members.

ARTICLE VIII

BOOKS AND RECORDS

The Association shall keep adequate records of its membership, minutes of Members' meetings, minutes of Board of Directors meetings, committee meetings, contracts, leases and other agreements to which the Association is a party, and material correspondence and memoranda relating to its operations, and financial records sufficiently detailed to enable the Association to prepare the annual report and to comply with all applicable laws. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by any first mortgagee or lien holder of a Unit. The Governing Documents shall be available, during reasonable business hours, for inspection by any Member and by any first mortgagee or lien holder of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX

COMMITTEES

Section 1. Standing Committees. The Board of Directors shall appoint the following standing committees which shall serve without compensation.

The Nominating Committee
The Maintenance Committee
The Architectural Control Committee

Unless otherwise provided herein, each committee shall consist of a Chairperson and one (1) or more Members and shall include a member of the Board of Directors for Board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting 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 Board of Directors may appoint such other committees as it deems desirable.

Section 2. Nominating Committee. The Nominating Committee shall have the duties and functions described in Article IV of these Bylaws and such other functions as the Board, in its discretion, determines.

Section 3. Maintenance Committee. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Units, Common Elements, and Property and shall perform such other functions as the Board, in its discretion, determines.

Section 4. Architectural Control Committee. From and after the date hereof, there shall exist an Architectural Control Committee (ACC). Until the sale, transfer or assignment of the last Unit by Declarant, the ACC shall consist of Declarant, or such persons designated by Declarant in its sole discretion. Upon the sale, transfer or assignment of the last Unit owned by Declarant, the then current Board of Directors shall hold a meeting for the purpose of electing an Architectural Control Committee which shall be composed of Owners. The Architectural Control Committee shall perform the functions described in Article VII of the Declaration. It shall advise the Board of Directors regarding matters which may affect the appearance and market value of the development.

Section 5. Subcommittees. With the exception of the Architectural Control Committee as to those functions that are governed by Article VII of the Declaration and with the exception of the Nominating Committee, each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 6. Committee's Response to Complaints. It shall be the duty of each committee to receive complaints from Members of any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments all of which are secured by a continuing lien upon the Unit against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien and interest, costs, and reasonable attorneys' fees in any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of such Owner's Unit.

ARTICLE XI

NO CORPORATE SEAL

There shall be no corporate seal.

ARTICLE XII

AMENDMENTS

Section 1. ByLaws. These ByLaws 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, provided that such additional consent required by Article XII of the Declaration is obtained, and provided that so long as there is a Class B membership, both the Declarant (and the Federal Housing Administration if it has insured loans against any Units) shall have the right to veto amendments.

Notwithstanding the foregoing paragraph, Section 4 Architectural Control Committee of Article IX of these Bylaws may not be amended without the written consent of Declarant as long as Declarant holds title to any Unit within Cokato Lake RV Resort Cooperative, Common Interest Community No. _____.

Section 2. Conflicts. In the case of any conflict between the Articles and these ByLaws, the Articles shall control; and in the case of any conflict between the Declaration and these ByLaws; the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. Financial Statement. A review of the Association's financial statements shall be made at the end of the Association's fiscal year, unless prior to 30 days after the end of that fiscal year, at a meeting or by mailed ballot, Members to which at least thirty percent (30%) of the votes in the Association are allocated vote to waive the review requirement for that fiscal year. 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. The review shall be made by a independent certified public accountant licensed to do business in the State of Minnesota and shall be prepared in accordance with generally accepted accounting principles. The financial statements shall be presented on a full accrual basis using an accounting format that separates operating activity from replacement reserve activity. The financial statements shall be delivered to all Members within 120 days of the end of the fiscal year.

Section 3. Annual Report. An annual report shall be prepared by the President or Treasurer and shall be provided to each member at or prior to the annual meeting of members. The annual report shall contain: (1) a statement of any capital expenditures in excess of two percent (2%) of the current budget or five thousand dollars (\$5,000), whichever is greater, approved by the Association for the current fiscal year and for the succeeding two fiscal years; (2) a statement of the balance in any reserve or replacement fund; (3) a copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year; (4) a statement of the status of any pending litigation or judgments to which the Association is a party; (5) a detailed description of the insurance coverage provided by the Association including a statement as to which, if any, of the items referred to in § 515B.3-113(b) are insured by the association; (6) 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 annual meeting; and (7) any other matter which the officers or directors of the Association deem appropriate.

Section 4. Committees. The Board of Directors shall annually appoint the Standing Committees stated in Article IX herein. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of said Cokato Lake RV Resort Cooperative Association, a Minnesota Non-Profit Cooperative, and that the foregoing ByLaws constitute the ByLaws of said Cokato Lake RV Resort Cooperative Association as duly adopted at a meeting of the Members thereof held on the ____ day of _____, 2005.

Secretary

THIS INSTRUMENT DRAFTED BY:

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