

Recorded 8/8/06

Doc # 1169623

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MILLER FARMS**

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made on the 21st day of July, 2006, by DCCI Land Planners, Inc., a Wisconsin corporation (the "Developer").

WHEREAS, DCCI Investments, LLC, a Wisconsin limited liability company ("DCCI Investments") is the owner of certain real property located in the Township of Baytown, County of Washington, State of Minnesota, legally described in Exhibit A attached hereto (the "Property").

WHEREAS, Developer desires to establish on the Property a planned residential community with permanently protected open space which will be owned, occupied and operated for the use, enjoyment, health, safety and welfare of the Owners and Occupants (as hereinafter defined).

THEREFORE, Developer subjects the Property to this Declaration under the name "Miller Farms," declaring that this Declaration shall constitute the covenants to run with the Property and that the Property shall be owned, used, occupied and conveyed subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns. DCCI Investments, as owner, has consented and joined in this Declaration, as evidenced by its Consent and Joinder attached to and made a part of this Declaration.

**SECTION 1
DEFINITIONS**

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

- 1.1 “Act” shall mean the Minnesota Nonprofit Corporation Act, Minnesota Statutes Chapter 317A, as amended.
- 1.2 “Assessments” shall mean and refer to all Assessments levied by the Association pursuant to this Declaration, including annual Assessments, special Assessments and limited allocation Assessments.
- 1.3 “Association” shall mean the Miller Farms Homeowner Association, a Minnesota non-profit corporation which has been created pursuant to the Act, whose members consist of all Owners.
- 1.4 “Board” shall mean the Board of Directors of the Association as provided for in the By-Laws.
- 1.5 “By-Laws” shall mean the By-Laws governing the operation of the Association, as amended from time to time.
- 1.6 “Chapter 84C” shall mean Chapter 84C of Minnesota Statutes, as the same may be amended from time to time.
- 1.7 “Common Expenses” shall mean and include all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including, without limitation, items otherwise identified as Common Expenses in the Declaration or By-Laws.
- 1.8 “Common Property” shall mean Outlots A, B, C, D, F, I, J, K, R, U and V and the improvements located thereon including, without limitation, the entrance monument located within the right of way of 34th Street North, all street lights located within any right of way in Miller Farms, any improvements located on the Conservation Area, the Sewage Treatment System, and such other improvements that may be situated on the Outlots.
- 1.9 “Conservation Area” means Outlots A, B, C, D, F, K, R and V, which are subject to the Conservation Easement.
- 1.10 “Conservation Easement” shall mean the Conservation Easement dated _____, 2006, in favor of the Minnesota Land Trust, which governs the Conservation Area.
- 1.11 “Conservation Plan” shall mean the Habitat and Open Space Management Plan for the Conservation Area, as required under the Conservation Easement and as approved by the Minnesota Land Trust, or its successors or assigns.
- 1.12 “Developer” shall mean DCCI Land Planners, Inc., a Wisconsin corporation, qualified to transact business in the State of Minnesota.
- 1.13 “Developer Control Period” shall mean and refer to the time period during which Developer has the exclusive right to appoint the members of the Board, as provided in Section 14 of this Declaration.

- 1.14 “Developer Rights” shall mean and refer to the exclusive rights reserved to Developer to control the Association and complete the development of the Property, as described in Sections 13 and 14 of this Declaration.
- 1.15 “Development Agreement” shall mean the Development Agreement by and between the Developer and the Township.
- 1.16 “Dwelling” shall mean a building consisting of one or more floors (except as otherwise restricted herein), designed and intended for occupancy as a single family residence, and located within the boundaries of a Lot. Any reference to a Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot in which the Dwelling is located.
- 1.17 “Footing Drainage System” shall mean a footing drainage system around the perimeter of each Dwelling to be constructed on each Lot; such system shall consist of a drain pipe leading from the back of the Dwelling to an established drainage easement.
- 1.18 “Governing Documents” shall mean this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations as may be established by the Association from time to time, all as may be amended from time to time, all of which shall govern the use and operation of the Property.
- 1.19 “Holder” shall mean the Holder of the Conservation Easement as defined in Chapter 84C, as amended from time to time which, as of the date hereof, is defined to mean:
- a. a governmental body empowered to hold an interest in real property under the laws of the State of Minnesota or the United States; or
 - b. a charitable corporation, charitable association, or charitable trust, the purpose or powers of which include retaining and protecting the natural, scenic or open space values of real property, assuring the availability of real property for agricultural, forest, recreational, or open-space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of the real property.
- 1.20 “Lot” shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 2.1 and shown on the Plat, including all improvements thereon, but excluding the Common Property.
- 1.21 “Member” shall mean all persons who are members of the Association by virtue of being Owners as defined in this Declaration. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.

- 1.22 “Miller Farms” refers to the residential development subject to this Declaration.
- 1.23 “Minnesota Land Trust” shall mean Minnesota Land Trust, a Minnesota nonprofit corporation, which is the initial Holder of the Conservation Easement, as defined in Section 1.19.
- 1.24 “Occupant” shall mean any person or persons, other than an Owner, in possession of or residing on a Lot.
- 1.25 “Outlot” shall mean each of Outlots A through V.
- 1.26 “Owner” or “Owners” shall mean a Person or Persons who own a Lot, excluding contract for deed vendors, mortgagees and other secured parties. The term “Owner” or “Owners” includes, without limitation, contract for deed vendees, life tenant and remainderpersons.
- 1.27 “Person” shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- 1.28 “Plat” shall mean the recorded plat of Miller Farms depicting the Property including any amended Plat or replat recorded from time to time.
- 1.29 “Property” shall mean all of the real property subject to this Declaration. The Property is legally described in Exhibit A attached hereto.
- 1.30 “Rules and Regulations” shall mean the Rules and Regulations of the Association as may be established and approved from time to time pursuant to Section 5.6.
- 1.31 “Sewage Treatment System” shall mean the private sewage treatment system servicing the Property and shall include, without limitation, the drain field dosing tank, recirculation tank, filter tank, septic tanks, air blower, control panel, manholes, metering manholes, and all related improvements. Specifically excluded from the Sewage Treatment System are those parts of the service lines, piping, equipment and fixtures (including grinder pumps, if any) located on each Lot and extending to the point of connection with the sewer main, and designed to provide service exclusively to such Lot.
- 1.32 “Township” shall mean Baytown Township.
- 1.33 “Trailway System” shall mean the system of trails within Miller Farms created pursuant to the grant and conveyance of an easement in favor of the Township, described in Section 2.8 and Exhibit B.

SECTION 2

DESCRIPTION OF LOTS AND RELATED EASEMENTS

2.1 Lots. There are twenty-seven (27) Lots within Miller Farms, all of which are restricted exclusively to single-family residential use. The Lots are identified by lot and block

numbers and subdivision name, as shown on the Plat, which is incorporated herein by reference. A description of the Lots is set forth on Exhibit A attached hereto. There are twenty-two (22) Outlots within Miller Farms identified as Outlots A through V. Developer may create fifty-four (54) additional Lots by the subdivision of Outlots E, G, H, L, M, N, O, P, Q, S and T as provided in Section 14.1.

2.2 Entrance Monument and Street Lights. An entrance monument for Miller Farms is situated within the right of way of 34th Street North and street lights are located within the right(s) of way within Miller Farms. The Association is responsible for the maintenance, repair and, if necessary, replacement of the street lights and the entrance monument and any electrical and irrigation system servicing the entrance monument. The expenses for the maintenance, repair and replacement of the entrance monument and street lights are Common Expenses.

2.3 Public Service Personnel. The Common Property is hereby subject to and burdened by an easement in favor of local and state police, medical and fire safety personnel, for the exercise of their lawful duties.

2.4 Utility Easements. The Property is hereby subject to and burdened by easements in favor of all public utility companies and other utility providers for the installation, use, maintenance, repair and replacement of all utilities including, without limitation, natural gas, electricity, cable TV and other electronic communications, water, sewer, irrigation systems, septic systems, wells, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or any other duly recorded instrument.

2.5 Drainage Easements. Each Lot and Outlot is hereby benefited by and subject to drainage easements as depicted on the plat of Miller Farms. No improvements may be located on the drainage easements.

2.6 Developer's Easements. The Property is hereby subject to and Developer is the beneficiary of easements for construction, sales activities and related purposes as described in Section 14.

2.7 Sewage Treatment System. All Dwellings must be connected to the Sewage Treatment System. The Sewage Treatment System will be installed by Developer. The Sewage Treatment System will be owned by the Association, and the Association shall be responsible for compliance with all applicable laws, ordinances, rules and regulations. The Association shall contract with a qualified sewer professional to maintain and monitor the Sewage Treatment System, and shall retain copies of monitoring reports for the Sewage Treatment System. The assessments levied by the Association pursuant to Section 6 of this Declaration shall include fees to maintain and repair the Sewage Treatment System and to establish a replacement reserve for the Sewage Treatment System.

2.8 Trailway System. Developer hereby grants and conveys to the Township a permanent easement for the Trailway System over and across that portion of the Property described in Exhibit B. The Trailway System may be used for biking, hiking, rollerblading, and skateboarding; motorized vehicles of any kind are strictly prohibited from use of the Trailway System, except by the Association for maintenance and for any Association emergency vehicles.

The Trailway System shall be installed by the Developer at the Developer's cost. Upon completion of the initial construction of the Trailway System, the Association shall maintain and repair the Trailway System. If the Township or other governmental entity shall assume maintenance and repair responsibility for the Trailway System, the Association's responsibilities hereunder shall cease. Nothing herein shall create a duty by the Association to any person who is not a Member of the Association.

2.9 Allocation of Responsibilities for Sewage Treatment System. Each Owner of a Lot is responsible for maintenance, repair and, if necessary, replacement of the components of the sewer system located upon such Owner's Lot extending to its point of connection with the Sewage Treatment System situated on an Outlot or within a public right of way. The Association is responsible for the operation, maintenance, repair and, to the extent necessary, replacement of the Sewage Treatment System, but shall have no responsibility for any part of the sewer system located on a Lot, including the piping connecting the Dwelling to the sewer main. Each Owner of a Lot shall comply with all requirements imposed by law and the Rules and Regulations of the Association with respect to use of the Sewage Treatment System.

2.10 Easement for Encroachments. Each Lot shall be subject to an easement for encroachments now existing or hereinafter created through the location, operation, construction, replacement or reconstruction of the Sewage Treatment System and/or the Trailway System. All Lots which are adjacent to the Conservation Area and/or Trailway System are subject to an encroachment easement in favor of the Homeowner Association, the Township, and the Minnesota Land Trust, their respective successors and assigns, for encroachments resulting from the location, construction and maintenance of the Trailway System, the creation and preservation of the Conservation Area and subsequent growth of trees and other vegetation in the Conservation Area. Such easements shall continue for so long as the encroachment exists.

2.11 Conservation Easement. The Developer, the Minnesota Land Trust, and the Association are parties to the Conservation Easement which subjects Outlots A, B, C, D, F, K, R, and V to the Conservation Easement. The Conservation Easement imposes certain restrictions and other covenants which shall run with the land and which support and govern the natural ecological system located within the Conservation Area. Certain parts of the Conservation Area will be subject to the Trailway System.

2.12 Access to Conservation Area. The Conservation Area is subject to and burdened by an easement in favor of the Minnesota Land Trust, the Association, and the Township, and their agents and representatives, for purposes of ingress and egress, monitoring, maintenance, improvement and inspection of the Conservation Area and the Trailway System.

2.13 Recorded Easements. The Property shall be subject to such other easements as may be recorded against it or otherwise shown on the Plat.

2.14 Project Sign Easements. Developer and builders of homes in Miller Farms shall have the right to erect project, home tour and builder signs and related directional signs within the Property, subject to the terms and restrictions of the Conservation Easement. Developer shall have the right to erect one or more development signs identifying the Miller Farms Development. All signs shall comply with the Township's ordinances and the Conservation Easement.

2.15 Easements are Permanent. Unless otherwise stated in this Declaration, all easements and similar rights burdening or benefiting a Lot or an Outlot, or any other part of the Property shall run with the land, and shall be permanent, subject only to termination in accordance with the terms of the easement, the agreement of the benefited parties or a court order. With the exception of the Conservation Easement, any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

2.16 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property subject to the Declaration.

SECTION 3

COMMON PROPERTY AND OTHER PROPERTY

3.1 Common Property. The Common Property and its characteristics are as follows:

- a. The Common Property consists of Outlots A, B, C, D, F, I, J, K, R, U and V, and the improvements located thereon including, without limitation, the entrance monument located within the right of way of 34th Street North, the street lights located within any right of way in Miller Farms, the Conservation Area and any improvements on it, the Sewage Treatment System and the Trailway System, and such other improvements that may be situated on the Outlots.
- b. The Common Property or portions thereof shall be subject to (i) the Conservation Easement; (ii) the applicable easements as described in this Declaration; and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Common Property.
- c. Except as otherwise expressly provided in this Declaration or other Governing Documents, all maintenance, repair, replacement, management and operation of the Common Property shall be the responsibility of the Association.
- d. Common Expenses for the maintenance, repair, replacement, management and operation of the Common Property shall be assessed and collected from the Owners in accordance with Section 6.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership voting rights and allocation of Common Expenses in the Association shall be governed by the following provisions:

4.1 Membership. Each Owner shall be a member of the Association by virtue of Lot ownership, and the membership shall be transferred with the conveyance of the Owner's interest in the Lot. An Owner's membership shall terminate when the Owner's ownership terminates.

When more than one Person is an Owner of a Lot, each Owner is a member of the Association, but the Owners shall have only one vote per Lot owned.

4.2 Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Lots, subject to limited Assessments authorized by Section 6.

4.3 Appurtenant Rights and Obligations. The ownership of a Lot shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interests, and the title to the Lots, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Lot, separate from the title to the Lot, shall be void. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents.

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner (who need not be an Owner), may cast the vote allocated to such Lot at meetings of the Association.

SECTION 5 ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association shall be governed by the Governing Documents. The Association shall be responsible for the operation, management and control of the Common Property and the rights and obligations set forth in this Declaration. The Association shall have all powers described in the Governing Documents and the Act. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, charges and liens set forth in the Governing Documents, (ii) maintaining, repairing and replacing, where necessary, the improvements on the Common Property, (iii) overseeing and contracting with a private company for the maintenance, service, repair and replacement, as necessary, of the Sewage Treatment System, (iv) preserving the value and architectural character of the Property, and (v) protecting and preserving the conservation values of the Conservation Area in accordance with the terms and restrictions of the Conservation Easement.

5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties.

5.4 By-Laws. The Association shall have By-Laws. The Declaration and By-Laws shall govern the operation and administration of the Association.

5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property; provided that the Rules and Regulations shall not be inconsistent with the Governing Documents, the Conservation Easement, and applicable law. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future Assessments, or added to reserves, or paid or distributed to the Owners, as determined by the Board.

SECTION 6 ASSESSMENTS

6.1 General. Assessments shall be determined and assessed against the Lots by the Board, in its discretion; subject to the requirements and procedures set forth in this Section 6. Assessments shall include annual Assessments under Section 6.2, and may include Special Assessments under Section 6.3 and limited Assessments under Section 6.4. Annual and Special Assessments shall be allocated among the Lots equally. Limited Assessments under Section 6.4 shall be allocated to Lots as set forth in that Section.

6.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each Annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year which are to be shared equally by all Lots. Annual Assessments shall be payable in annual, quarterly, or monthly installments, as determined by the Board. Annual Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of the Common Property, including without limitation the Sewage Treatment System and the maintenance of the Conservation Area in accordance with the Conservation Easement. Additionally, to support the administration of the Conservation Easement by the Minnesota Land Trust or subsequent holder, the Annual Assessments against each Lot shall include a fee of Twenty-five Dollars (\$25.00) to be aggregated and paid annually by the Association to the Minnesota Land Trust or other subsequent Holder. The Association shall include with the delivery of the annual payment, a current list of Owners and their mailing addresses.

The Annual Assessment allocated to the Minnesota Land Trust and levied against each Lot may increase every five (5) years from the date of the last Certificate of Occupancy issued by the Township for a Lot within Miller Farms, by the lesser of (i) ten (10%) percent; or (ii) a percentage amount equal to the percentage increase, if any, in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (all items, all consumers, 1982-84 equals 100) which occurred during the previous five (5) year period for the Midwest Urban Region Consolidated Metropolitan Statistical Area.

The Association will collect, aggregate and pay the annual payments required hereunder to the Minnesota Land Trust, or subsequent Holder, on or before January 31 of each year. The first assessments of Twenty-five Dollars (\$25.00) per Lot shall be assessed and collected during calendar year 2007 and shall be paid to the Minnesota Land Trust on or before January 31, 2008.

The Association is responsible for collecting the annual payments and remitting payment to the Minnesota Land Trust. In the event the Owner of a Lot fails to make the annual payment, the Association shall have all rights and remedies available under the Governing Documents. Each Owner of a Lot within Miller Farms agrees that by acceptance of an interest in a Lot, the Owner waives all rights to contest the validity of any such Assessment.

6.3 Special Assessments. In addition to annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Lots equally. Special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expense.

6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited Assessments among only certain Lots in accordance with the following requirements and procedures:

- a. Any Assessment or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lot or Lots benefited.
- b. Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments; and (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their guests, may be assessed against the Owner's Lot.
- c. Late charges, fines and interest may be assessed as provided in Section 12.
- d. Assessments levied to pay a judgment against the Association may be levied equally against all Lots existing at the time the judgment was entered.
- e. If any damage to the Common Property or another Lot is caused by the act or omission of any Owner or Occupant, or their guests, the Association may assess the costs of repairing the damage exclusively against the Owner's Lot to the extent not covered by insurance.

Assessments levied under Sections 6.4 a. through e. may, at the Board's discretion, be assessed as a part of, or in addition to, other Assessments levied under Section 6. If any Assessment or installment of an Assessment becomes more than thirty (30) days past due, then the Association may, upon ten (10) days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable in full.

6.5 Liability of Owners for Assessments. The obligation of an Owner to pay Assessments shall commence at the later of (i) the time at which the Owner acquires title to the Lot, or (ii) the due date of the first Assessment levied by the Board; provided, that neither Developer nor DCCI Investments, nor any unsold Lot owned by Developer or DCCI Investments, shall be subject to or liable for any Assessment or Assessment lien. The Owner of a Lot at the time an Assessment is payable shall be personally liable for payment of the Assessment. Such liability shall be joint and several where there are multiple Owners of the Lot. The liability is absolute and unconditional. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Lot, by the waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act.

6.6 Assessment Lien. The Association has a lien on a Lot for any Assessment levied against that Lot from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to the Governing Documents are liens and are enforceable as Assessments under this Section 6. Recording of the Declaration constitutes record notice and perfection of the lien and no further recording of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.

6.7 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Lot under the laws of the State of Minnesota. The lien shall be foreclosed in like manner as a mortgage containing a power of sale or in such other manner as required by law. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Lot so acquired. The Owner and any other Person claiming an interest in the Lot, by the acceptance or assertion of any interest in the Lot, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Lot.

6.8 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage on the Lot, and (iii) liens for real estate taxes and other governmental Assessments or charges against the Lot.

6.9 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Lot, the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or the seller's Lot prior to the time of conveyance to

the buyer, unless expressly assumed by the buyer. However, the lien of such Assessments shall remain against the Lot until released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Lot, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7

CONSERVATION AREA; USE RESTRICTIONS

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Lot, covenant and agree that, in addition to any other restrictions which may be imposed by the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Conservation Area. The Conservation Area is subject to the Conservation Easement in favor of the Minnesota Land Trust and its successors and assigns. The purpose of the Conservation Easement is to protect and preserve the conservation value of the Conservation Area by prohibiting activities that significantly interfere with the natural habitats and open space of the Conservation Area. This Declaration shall be read, construed and enforced together with the Conservation Easement. It is the intent of the Developer, the Minnesota Land Trust and the Association that, in the event of a conflict between the Declaration, Bylaws, any rules and regulations and the Conservation Easement, the Conservation Easement shall control as to all matters relating to the Conservation Area.

7.3 Responsibilities for Conservation Area. The Developer, or the Association, or other fee owner of the Conservation Area, is responsible for the maintenance and improvements to the Conservation Area. Responsibility for the inspection, maintenance, repair and, if necessary, replacement of the Trailway System within the Conservation Area shall be as provided in Section 2.8.

7.4 Grading and Filling. The Conservation Area shall not be used for composting and no soil, turf, lawn clippings, leaf litter, garden clippings, refuse plant matter, or other material shall be dumped or placed within the Conservation Area. No trash, waste or other refuse shall be dumped or placed in the Conservation Area.

7.5 Tree/Vegetation Removal. No trees or other vegetation shall be harvested, removed, poisoned, cut, pruned, divided or burned within the Conservation Area, except pursuant to the Conservation Plan.

7.6 Structures. No manmade structures including, without limitation, storage sheds, patios, and concrete walkways, will be permitted within the Conservation Area, except for the Trailway System and the manmade structures which are part of the storm water management system and which were installed by Developer or which are repaired, replaced or improved pursuant to the Conservation Plan, and the playground equipment and gazebo as permitted under the Conservation Easement.

7.7 Activities in Conservation Area. With the exception of the trails located within the Trailway System which shall be subject to an easement in favor of the Township, the Conservation Area is restricted for use by the Owners, Occupants and their guests. Use of the Conservation Area is limited by the terms and restrictions of the Conservation Easement. Limited activities in the Conservation Area may include recreational activities such as walking, running, nature and wildlife observation, ecological studies, limited agricultural purposes over a portion of the Conservation Area, as permitted in the Conservation Easement, and such other activities approved by the Association. The Trailway System may also be used for the purposes described in Section 2.8.

7.8 Subdivision Prohibited. Except as permitted in Section 13.1 hereof, no Lot nor any part of the Common Property may be subdivided or partitioned without prior approval by the Owners, and any governmental authorities having jurisdiction over the Property. The Conservation Area may not be subdivided, except as specifically provided in the Conservation Easement.

7.9 Residential Use. The Lots shall be used by Owners and Occupants and their guests exclusively as private, single family residential Lots. No Dwelling shall be used for hotel, commercial, business or other non-residential purposes, except as provided in Section 7.12.

7.10 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Lot or the Common Property except:

- a. An Owner or Occupant permanently residing in a Dwelling may maintain a home occupation in the Dwelling and handle matters relating to such home occupation, provided, that such uses (i) are incidental to the residential use; (ii) do not involve physical alteration of the Dwelling visible from the exterior; (iii) are in compliance with all governmental laws, ordinances and regulations; and (iv) do not involve any observable business activity such as signs, advertising displays, regular deliveries, or daily pedestrian or vehicular traffic to and from the Lot by customers or employees.
- b. Developer may maintain sales offices and related facilities on the Property in connection with the exercise of its Developer Rights in compliance with all governmental laws, ordinances and regulations, subject to the terms and restrictions of the Conservation Easement.
- c. As further described in Section 7.27 hereof, Peter Miller and Marilyn Miller, the predecessors in title to Developer, have the continued right to use and maintain the outbuilding and driveway situated on Outlots S, T, U and V during their

continued use of Lot 1, Block 4, Miller Farms. Such right includes the right to continue the business operations of the Millers as conducted on Outlots S, T and U, and the driveway on Outlot V. The Millers' business use of Outlots S, T and U and use of the driveway on Outlot V shall terminate upon the termination of the Millers' use of Lot 1, Block 4, as provided in Section 7.27.

7.11 Delegation of Use. An Owner may delegate, in accordance with the Governing Documents, the Owner's right of use and enjoyment of the Lot to persons living in the Dwelling located on the Lot pursuant to a legal right of possession; provided, that such persons shall be subject to the Governing Documents, the Conservation Easement, and the Rules and Regulations.

7.12 No Exterior Storage. All recreational vehicles including, without limitations, motor homes, all terrain vehicles and motorcycles, and all boats and trailers of any kind shall be stored within the garage. It is permissible to park a passenger vehicle in the driveway on a day to day basis but no inoperable passenger vehicles may be parked in the driveway. It is also permissible to park, on a temporary basis, a recreational vehicle, trailer or motor home as part of the loading or unloading of such vehicle, provided that the temporary parking not exceed 48 consecutive hours.

7.13 Dog Runs/Kennels. Outside dog runs or kennels are subject to approval as provided in Section 8. Dog runs or kennels which are located completely within the inside of the garage and which have an animal exit door on the rear of the garage in an area which is not visible from the street are permitted. Underground wires which are part of a pet containment system are permitted.

7.14 Animals. No animals may be bred, kept or maintained for business or commercial purposes anywhere on the Property. Only domestic house pets, such as dogs, cats, fish, birds and the like may be kept on the Property.

7.15 Dirt Bikes and ATVs. No all terrain vehicles (ATV) including, but not limited to, dirt bikes, three wheelers and four wheelers, and no snowmobiles, shall be operated within the Property. Storage of ATVs and snowmobiles are permitted provided they are stored consistent with the storage requirements of this Declaration.

7.16 Refuse. No refuse pile or unsightly objects shall be allowed to be placed or stored upon any Lot. Firewood may be stored on a Lot but shall be shielded from street view. No substance or material may be kept on any Lot which omits foul or obnoxious odors. Garbage may not be stored outside except upon the day when garbage is collected. All garbage must be stored in sealed and enclosed containers.

7.17 Storage Tanks. No underground or exterior above ground storage tanks shall be permitted on a Lot.

7.18 Temporary Structures. No temporary structure or storage building of any kind including, without limitation, trailers, shacks, or shelters are permitted at any time, with the exception of the following: a) a gazebo, b) a pool house and/or storage building which are used in connection with an in-ground, outdoor pool. A gazebo, pool house and/or storage building

used in connection with an in-ground, outdoor pool must be constructed and designed to be compatible with the home on the Lot.

7.19 Fences. There shall be no front yard fences and no chain link fences allowed. Any back or side yard fence shall: a) not exceed four feet in height, unless a lesser or greater height is required by Township ordinance or other applicable law; and b) the fence style, materials and location are approved by the Developer during the period of Developer control or by the Association upon turnover of control by the Developer.

7.20 Maintenance of Improvements. All Dwellings and other improvements located upon a Lot shall be maintained in good condition and repair, consistent with the standards of maintenance and repair of, improvements within Miller Farms.

7.21 Nuisances. No noxious weeds or other species of vegetation identified by the Association shall be permitted to grow upon any Lot. No Lot shall be used in whole or in part for the storage of any rubbish and no materials may be kept upon any Lot that will result in any foul or obnoxious odors. No activity shall be permitted on any Lot which will constitute a nuisance under any ordinance of the Township.

7.22 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Lots. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.23 Compliance with Law; Liability. No use shall be made of any Lot or of the Property which would violate any municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to any Lot or the Property, cause a nuisance or a material increase in insurance rates on any Lot or the Property, or otherwise cause any health or safety risk for the Association or any Owner or Occupant.

7.24 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Lot or Dwelling into separate time periods, is prohibited.

7.25 Sewage Treatment System Usage. No Owner or Occupant shall empty, dispose of, or otherwise place any prohibited substances or materials in the Sewage Treatment System. The Sewage Treatment System shall be subject to the Rules and Regulations of the Association governing use of the Sewage Treatment System.

7.26 Outlot V. The owner of Lot 1, Block 4, Miller Farms, shall have an exclusive right to use Outlot V, which is subject to the Conservation Easement, for the following limited purposes: pasture and grazing of horses or other grazing animals, planting and maintaining gardens, orchards, and tree farms. Such use of Outlot V shall be accompanied by the obligation to maintain any necessary fences, oversee manure control, and prevent the growth of noxious weeds and other vegetation, and comply with the terms and restrictions of the Conservation Easement.

7.27 Outlots S, T, U and V. There is presently located on a portion of Outlots S, T and U outbuildings owned by Peter Miller and Marilyn Miller, the predecessors in title to Developer. Access to Outlots S, T and U is via an existing driveway situated over part of Outlot V. Millers shall have the right to use and maintain such outbuilding and driveway until such time as Millers terminate their occupancy of Lot 1, Block 4. Upon Millers' termination of their occupancy of said Lot 1, Block 4, Developer shall restore the area of the driveway to a condition similar to the rest of Outlot V.

SECTION 8

ARCHITECTURAL STANDARDS

8.1 Restrictions on Improvements. One of the purposes of this Declaration is to ensure that the Lots and Dwellings be kept architecturally attractive in appearance. Therefore, the following restrictions and requirements shall apply to all improvements to the Property:

- a. All initial construction of a Dwelling, or improvements related thereto, on any of the Lots (collectively, "Initial Construction") shall be subject to the review and approval by the Developer in accordance with this Section 8.
- b. All Initial Construction shall be constructed by a builder who has been approved by the Developer. Developer will provide to any Owner of a Lot a list of approved builders and will, upon request, consider the addition of a builder to the list. The decision of whether to admit an additional builder shall rest in the sole discretion of Developer.
- c. The Developer may establish criteria for approval of improvements on the Lots, provided that the following minimum criteria shall apply:
 - (1) The exterior design criteria for Dwellings initially constructed on the Lots shall be determined by Developer.
 - (2) It is the Developer's intent that the homes reflect the beauty of the surrounding environment and be architecturally compatible with other Dwellings within Miller Farms.
 - (3) All additions to Dwellings shall substantially maintain the same original style and design characteristics of the Dwelling. Comparable or better quality materials shall be used in additions to Dwellings.
 - (4) No temporary structures or manufactured homes shall be permitted, except as otherwise provided in Section 7.
 - (5) All Dwellings shall be constructed on industry standard concrete foundations, with foundation walls of concrete block or poured concrete.
 - (6) Garages shall be attached to a Dwelling and shall not exceed the size permitted by Township ordinance.

- (7) There shall be compliance with governmental laws, codes and regulations.
- (8) Only one Dwelling (including the attached garage) shall be constructed on each Lot.

SECTION 9 MAINTENANCE

9.1 Maintenance by Association. The Association shall provide for all maintenance, repair or replacement of the Common Property, including all improvements thereon. The Association shall not have any obligation to maintain any Dwelling or improvement located on a Lot.

9.2 Optional Maintenance by Association. The Association may, with the approval of the Board and a majority of votes cast by the Owners in person or by proxy at a meeting called for such purposes, undertake to provide other maintenance and repair services.

9.3 Maintenance by Owner. All maintenance of the Dwellings and Lots shall be the sole responsibility and expense of the Owners thereof.

9.4 Damage Caused by Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for maintenance, repair or replacement of any part of the Common Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Lot which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected. The costs of such work by the Association may be charged and assessed against the Lot of the Owner responsible for the damage. Such costs shall be a personal obligation of the Owner and a lien against the Owner's Lot.

SECTION 10 INSURANCE

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

- a. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Property, with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. The Minnesota Land Trust and the Township shall be named as additional insureds on said policy

and said policy shall not be canceled without at least twenty (20) days' prior written notice to the Township and the Minnesota Land Trust.

- b. Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

10.2 Premiums; Improvements; Deductibles. All insurance premiums shall be Common Expenses and assessed and paid as annual Assessments. The Association may, in the case of a claim (i) pay the deductible amount as a Common Expense, or (ii) assess the deductible amount in any reasonable manner.

10.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

10.4 Required Policy Provisions. All policies of property insurance carried by the Association shall contain the following provisions or endorsements, if reasonably available:

- a. Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Property or membership in the Association.
- b. The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household and against the Association and members of the Board.
- c. No act or omission by any Owner or secured party, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy.
- d. If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy is primary insurance.

10.5 Cancellation; Notice of Loss. All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least thirty (30) days prior written notice to the Association, and all insureds.

10.6 Restoration in Lieu of Cash Settlement. Any policy of property insurance maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any Insurance Trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

10.7 No Contribution. All policies of insurance maintained by the Association shall be the primary insurance where there is other insurance in the name of the Owner covering the same property, and may not be brought into contribution with any insurance purchased by Owners.

10.8 Effect of Acts Not Within Association's Control. All policies of insurance maintained by the Association shall provide that the coverage shall not be voided by or conditioned upon (i) any act or omission of an Owner, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

SECTION 11

CONDEMNATION AND EMINENT DOMAIN

11.1 Condemnation and Eminent Domain. In the event of a taking of any part of the Common Property by condemnation or eminent domain, (i) notice shall be given to all Owners and to the Holder of the Conservation Easement, (ii) the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements, and (iii) except as otherwise provided under the terms of the Conservation Easement, any awards or proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners.

11.2 Notice. The Association shall promptly give written notice of any condemnation proceedings or substantial destruction of the Property to all Owners and to the Holder of the Conservation Easement.

SECTION 12

COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the Governing Documents, such amendments thereto as may be made from time to time, the Conservation Easement, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents or by law.

12.1 Entitlement to Relief. The Association may commence legal action to recover sums due, for damages, for injunctive relief or to foreclose a lien owned by it, or any combination thereof, or an action for any other relief authorized by the Governing Documents or available at law or in equity. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act, the Conservation Easement, or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, or take or omit other action in violation of the Governing Documents, the Conservation Easement, or the Rules and Regulations, as a measure to enforce such Owner's position, or for any other reason.

12.2 Remedies. In addition to any other remedies, expressed or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or

more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents or the Rules and Regulations:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction. The provisions of Chapter 84C and Minn. Stat. § 84.65 as the same may be amended from time to time, may be invoked in any legal proceeding relating to the Conservation Area.
- b. Impose late charges of up to the greater of Twenty Dollars (\$20.00), or fifteen percent (15%) of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment was due.
- c. In the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Lot owned by the defaulting Owner may be accelerated and shall then be payable in full if all delinquent Assessments or installments thereof, together with all attorneys' fees, costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Not less than ten (10) days advance written notice of the effective date of the acceleration shall be given to the defaulting Owner.
- d. Impose reasonable fines, penalties or charges for each violation of the Governing Documents, the Conservation Easement, or the Rules and Regulations of the Association.
- e. Suspend the rights of any Owner to vote when the Assessments due with respect to the Owner's Lot are past due. Such suspensions shall be limited to periods of default by such Owners and Occupants in their obligations under the Governing Documents, and for up to thirty (30) days thereafter, for each violation.
- f. Restore any portions of the Common Property damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents or the Conservation Easement, and to assess the cost of such restoration against the responsible Owners and their Lots.
- g. Enter any Lot in which, or as to which, a violation or breach of the Governing Documents exists which materially affects, or is likely to materially affect in the near future, the health or safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Dwelling or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition on the Lot which is causing the violation; provided, that any Improvements which are a part of a Dwelling may be altered or demolished only pursuant to a court order or with the agreement of the Owner.

- h. Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Governing Documents.

12.3 Rights to Hearing. Before the imposition of any of the remedies authorized by Section 12.2 d., e., f. or g., the Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days prior written notice to the offender. If the offender fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the Board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the offender within ten (10) days following the hearing, if not delivered to the offender at the hearing.

12.4 Lien for Charges, Penalties, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Lot of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner in the same manner and with the same priority and effect as Assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held until the Board makes a written decision at or following the hearing. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

12.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, or otherwise, which the Association takes to enforce the provisions of the Act, Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the violator and his or her Lot with any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of such Owner and shall be a lien against such Owner's Lot.

12.6 Liability for Owners' and Occupants' Acts. An Owner shall be liable for the expense of any maintenance, repair or replacement of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Lot, to the extent that such expense is not covered by the proceeds of insurance carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates, resulting from the Owner's acts or omissions may be assessed against the Owner responsible for the condition and against his or her Lot.

12.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents.

12.8 Enforcement by Township or Minnesota Land Trust. The Township may enforce the Trailway System and all provisions in this Declaration relating to the Trailway System. The Minnesota Land Trust may enforce the Conservation Easement and all provisions in this Declaration relating to the Conservation Easement. These remedies shall be in addition to all of the remedies available at law or equity. The Township and Minnesota Land Trust shall be entitled to recover attorney fees incurred in any legal proceeding to enforce the Conservation Easement and Trailway System and the applicable provisions of this Declaration relating to the Trailway System, Conservation Easement and Conservation Area, in addition to collecting all other damages, costs and disbursements provided by law.

SECTION 13 AMENDMENTS

13.1 Approval Requirements.

- a. Developer reserves the right to amend this Declaration to add additional Lots to Miller Farms created pursuant to the subdivision and platting of Outlots E, G, H, L, M, N, O, P, Q, S and T, without the approval or consent of the Owners or the Association, and by recording a supplement to this Declaration which identifies the additional Lots; provided, however, that such subdivision shall be in compliance with all applicable laws and regulations governing the subdivision and platting of lands within the Township and Washington County.
- b. Except as provided in Section 13.1(a), this Declaration may be amended only by the approval of:
 - (i) Owners of Lots to which are allocated at least sixty-seven percent (67%) of the total votes in the Association;
 - (ii) Developer, as to certain amendments as provided in Section 14; and
 - (iii) Township or Minnesota Land Trust as to any amendment to Section 6.2 or Section 7 of this Declaration and to any amendment which affects or is related to the Conservation Area, Conservation Easement or the Trailway System.

13.2 Procedures. Approval of the Owners may be obtained in writing, by ballot, at a meeting of the Association duly held in accordance with the By-Laws, or in any other manner permitted by applicable law. Approvals of Developer shall be in writing. The amendment shall be effective when recorded. An affidavit by the President or Secretary of the Association as to the outcome of the vote, shall be adequate evidence thereof for all purposes.

SECTION 14

DEVELOPER RIGHTS

Developer hereby reserves exclusive and unconditional authority to exercise the following rights for as long as it owns a Lot or Outlot, or for such shorter period as may be specifically indicated, except as otherwise limited or restricted under the terms of the Conservation Easement:

14.1 Subdivision of Outlots. To add additional Lots to Miller Farms pursuant to the subdivision of Outlots E, G, H, L, M, N, O, P, Q, S and T.

14.2 Complete Improvements. To complete all the Dwellings and other improvements to the Property, and to make improvements in the Lots and Common Property, and to accommodate the exercise of any Developer rights.

14.3 Sales Facilities. To construct, operate and maintain a sales office, management office, model Lots and other development, sales and rental facilities within the Property, and within any Lots owned by Developer from time to time, located on the Property.

14.4 Signs. To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Developer and on the Common Property.

14.5 Easements. To have and use easements for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Property and the yard areas of the Lots for the purpose of exercising its rights under this Section.

14.6 Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Developer, or (ii) following the sale of the final Lot owned by Developer in the Property.

14.7 Consent to Certain Amendments. Until such time as Developer no longer owns a Lot or Outlot, Developer's written consent shall be required for any amendment to the Governing Documents.

SECTION 15

MISCELLANEOUS

15.1 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or exhibits attached hereto.

15.2 Construction. Where applicable the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be

deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

15.3 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail.

15.4 Conflicts Among Documents. In the event of any conflict among the provisions the Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Declaration shall control. As between the By-Laws and Rules and Regulations, the By-Laws shall control. In the event of any conflict among the provisions of the Declaration, Bylaws, any rules or regulations approved by the Association and the Conservation Easement, the Conservation Easement shall control.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth in accordance with the requirements of the Act.

DCCI LAND PLANNERS, INC.

By:
Its:

Ronald L. Derrick
President

STATE OF MINNESOTA)

) ss.

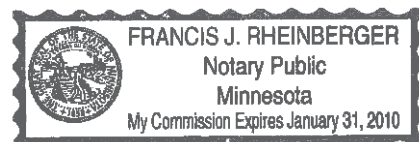
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 26th day of July, 2006, by Ronald L. Derrick the President of DCCI Land Planners, Inc., a Wisconsin corporation, on behalf of said corporation.

Notary Public

Francis J. Rheinberger

This instrument was drafted by:
Felhaber, Larson, Fenlon & Vogt, P.A. (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321



CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of the real property described in the Declaration of Easements attached hereto (the "Declaration"). Mortgagee hereby consents to and joins in the Declaration, provided that by consenting to and joining in the Declaration, (i) such consent and joinder does not modify or amend the terms and conditions of its mortgage and related loan documents, and (ii) such mortgage shall remain as a lien on the property described therein until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the ____ day of _____, 2006.

S&C BANK

By: _____
Its: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, the _____ of S&C Bank, a _____, on behalf of the _____.

Notary Public

This instrument was drafted by:
Felhaber, Larson, Fenlon & Vogt, P.A. (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

MILLER FARMS

EXHIBIT A TO DECLARATION OF COVENANTS

DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 1;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 2;

Lots 1, 2, 3, 4, 5, and 6, Block 3;

Outlots A through V, inclusive;

all in Miller Farms, Washington County, Minnesota, according to the recorded plat thereof.

(NOTE: Lot 1, Block 4, Miller Farms is intentionally omitted from the Property described herein.)

MILLER FARMS

EXHIBIT B TO DECLARATION OF COVENANTS

LEGAL DESCRIPTION OF TRAILWAY SYSTEM

Easements for trail purposes, 8.00 feet in width, across the following described property:

Part of Section 15, Township 29 North, Range 20 West, Washington County, Minnesota and parts of MILLER FARMS, according to the plat on file and of record in the office of the County Recorder, Washington County, Minnesota.

The centerlines of said easements are described as follows:

TRAIL 1

Part of Outlot F, said MILLER FARMS,

Commencing at the West quarter corner of said Section 15, thence N 00-57-20 W, along the west line of the Northwest Quarter of Said Section 15, 327.22 feet to the point of beginning; Thence S 58-21-59 E, 18.22 feet; Thence S 41-43-53 E, 107.40 feet; Thence along a non-tangential curve to the left having a radius of 25.00 feet, a central angle of 98-29-28, a length of 42.97 feet, and a chord bearing S 04-41-19 E; Thence S 36-03-57 W, 104.45 feet; Thence S 02-48-34 E, 82.52 feet; Thence S 16-28-06 E, 84.58 feet; Thence 25-01-44 W, 77.09 feet; Thence S 05-08-50 E, 130.82 feet; Thence S 05-56-12 W, 88.55 feet; Thence S 00-51-48 W, 130.15 feet; Thence S 14-22-04 E, 78.80 feet; Thence S 06-00-39 E, 113.86 feet; Thence S 27-05-57 W, 66.45 feet; Thence S 67-25-31 W, 9.18 feet to the west line of the Southwest Quarter of said Section 15, and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate at the west line of said Section 15.

TRAIL 1A

Part of Outlot F, said MILLER FARMS,

Commencing at the West quarter corner of said Section 15, thence N 00-57-20 W, along the west line of the Northwest Quarter of Said Section 15, 327.22 feet; Thence S 58-21-59 E, 18.22 feet; Thence S 41-43-53 E, 107.40 feet to the point of beginning; Thence along a non-tangential curve to the right having a radius of 25.00 feet, a central angle of 261-30-32, a length of 114.10 feet, and a chord bearing S 04-41-19 E, and said centerline there terminating.

TRAIL 2

Part of Outlots F and D, said MILLER FARMS,

Commencing at the West quarter corner of said Section 15, thence N 00-57-20 W, along the west line of the Northwest Quarter of Said Section 15, 327.22 feet; Thence S 58-21-59 E, 18.22 feet; Thence S 41-43-53 E, 107.40 feet; Thence along a non-tangential curve to the left having a radius of 25.00 feet, a central angle of 98-29-28, a length of 42.97 feet, and a chord bearing S 04-41-19 E; Thence S 36-03-57 W, 104.45 feet; Thence S 02-48-34 E, 82.52 feet; Thence S 16-28-06 E, 84.58 feet; Thence 25-01-44 W, 77.09 feet; Thence S 05-08-50 E, 130.82 feet; Thence S 05-56-12 W, 88.55 feet; Thence S 00-51-48 W, 130.15 feet; Thence S 14-22-04 E, 78.80 feet; Thence S 06-00-39 E, 43.53 feet to the point of beginning; Thence N 72-02-45 E, 104.17 feet; Thence along a curve to the right having a radius of 75.00 feet, a central angle of 49-56-04, a length of 65.36 feet, and a chord bearing of S 82-59-13 E; Thence S 58-01-11 E, 113.75 feet; Thence N 49-58-44 E, 167.32 feet; Thence along a curve to the right having a radius of 60.00 feet, a central angle of 83-12-14, a length of 87.13 feet, and a chord bearing of S 88-25-09 E; Thence S 46-49-02 E, 112.81 feet; thence along a curve to the right having a radius of 60.00 feet, a central angle of 103-54-12, a length of 108.81 feet, and a chord bearing of S 05-08-04 W; Thence S 57-05-10 W, 51.79; Thence along a curve to the left having a radius of 40.00 feet, a central angle of 118-27-21, a length of 82.70 feet, and a chord bearing of S 02-08-30 E; Thence S 61-22-11 E, 175.29 feet; Thence S 69-04-50 E, 137.54 feet; Thence N 79-40-54 E, 192.66 feet; Thence S 70-28-33 E, 174.54 feet; Thence N 57-23-18 E, 126.93 feet; Thence N 03-06-50 E, 88.71 feet; Thence N 84-49-22 W, 50.59 feet; Thence N 60-51-30 W, 106.93 feet; Thence N 52-16-10 W, 90.23 feet; Thence N 02-40-25 W, 156.90 feet; Thence N 34-18-49 E, 106.33 feet; Thence N 04-18-42 W, 99.00 feet; Thence N 20-55-00 W, 77.17 feet; Thence N 61-37-40 E, 49.26 feet; Thence N 15-44-24 E, 153.33 feet; Thence N 61-46-59 E, 152.47 feet, and said centerline there terminating.

TRAIL 3

Part of Outlot D, said MILLER FARMS,

Commencing at the West quarter corner of said Section 15, thence N 00-57-20 W, along the west line of the Northwest Quarter of Said Section 15, 327.22 feet; Thence S 58-21-59 E, 18.22 feet; Thence S 41-43-53 E, 107.40 feet; Thence along a non-tangential curve to the left having a radius of 25.00 feet, a central angle of 98-29-28, a length of 42.97 feet, and a chord bearing S 04-41-19 E; Thence S 36-03-57 W, 104.45 feet; Thence S 02-48-34 E, 82.52 feet; Thence S 16-28-06 E, 84.58 feet; Thence 25-01-44 W, 77.09 feet; Thence S 05-08-50 E, 130.82 feet; Thence S 05-56-12 W, 88.55 feet; Thence S 00-51-48 W, 130.15 feet; Thence S 14-22-04 E, 78.80 feet; Thence S 06-00-39 E, 43.53 feet; Thence N 72-02-45 E, 104.17 feet; Thence along a curve to the right having a radius of 75.00 feet, a central angle of 49-56-04, a length of 65.36 feet, and a chord bearing of S 82-59-13 E; Thence S 58-01-11 E, 113.75 feet; Thence N 49-58-44 E, 167.32 feet; Thence along a curve to the right having a radius of 60.00 feet, a central angle of 83-12-14, a length of 87.13 feet, and a chord bearing of S 88-25-09 E; Thence S 46-49-02 E, 112.81 feet; thence along a curve to the right having a radius of 60.00 feet, a central angle of 103-54-12, a length of 108.81 feet, and a chord bearing of S 05-08-04 W; Thence S 57-05-10 W, 51.79; Thence along a curve to the left having a radius of 40.00 feet, a central angle of 118-27-21, a length of 82.70 feet, and a chord bearing of S 02-08-30 E; Thence S 61-22-11 E, 175.29 feet;

Thence S 69-04-50 E, 137.54 feet; Thence N 79-40-54 E, 192.66 feet; Thence S 70-28-33 E, 174.54 feet; Thence N 57-23-18 E, 101.47 feet to the point of beginning; Thence S 57-14-42 E, 35.24 feet; Thence S 69-45-03 E, 62.71 feet; Thence N 87-38-50 E, 258.96 feet; Thence S 71-34-59 E, 17.93 feet; Thence along a curve to the left having a radius of 50.00 feet; a central angle of 33-15-41, a length of 29.03 feet, and a chord bearing S 88-12-49 E; Thence N 75-09-20 E, 78.26 feet; Thence along a curve to the right having a radius of 50.00 feet, a central angle of 32-38-47, a length of 28.49 feet, and a chord bearing S 88-31-16 E; Thence S 72-11-53 E, 32.83 feet; Thence along a curve to the left having a radius of 50.00 feet, a central angle of 33-35-21; a length of 29.31 feet, and a chord bearing S 88-59-34 E; Thence N 74-12-46 E, 84.39 feet; Thence along a curve to the right having a radius of 50.00 feet, a central angle of 38-57-51, a length of 34.00 feet, and a chord bearing of S 86-18-18 E; Thence S 66-49-23 E, 15.39 feet; Thence along a curve to the left having a radius of 50.00 feet, a central angle of 34-28-32, a length of 30.09 feet, and a chord bearing of S 84-03-39 E; Thence N 78-42-05 E, 97.64 feet; Thence along a curve to the right having a radius of 100.00 feet, a central angle of 19-18-28, a length of 33.70 feet, and a chord bearing of N 88-21-19 E; Thence S 81-59-27 E, 11.77 feet; Thence along a curve to the left having a radius of 30.00 feet, a central angle of 89-57-17, a length of 47.10 feet, and a chord bearing N 53-01-54 E; Thence N 08-03-16 E, 80.48 feet; Thence N 05-39-47 E, 80.00 feet; Thence N 21-41-12 E, 68.27 feet; Thence N 06-49-11 E, 142.66 feet; Thence N 00-33-46 W, 34.03 feet; Thence along a curve to the left having a radius of 14.00 feet, a central angle of 23-47-48, a length of 5.81 feet, and a chord bearing N 12-27-40 W, and said centerline there terminating.

TRAIL 4

Part of Outlots K, said MILLER FARMS,

Commencing at the most westerly corner of Outlot N, MILLER FARMS, according to the plat on file and of record in the office of the County Recorder, Washington County, Minnesota, Thence North 41-09-22 W along the northerly right of way line of Pete Miller Avenue North, 54.60 feet to the point of beginning; Thence N 30-21-50 E, 2.55 feet; Thence along a non-tangential curve to the left having a radius of 50.00 feet, a central angle of 24-17-22, a length of 21.20 feet, and a chord bearing N 35-56-18 E; Thence N 23-47-37E, 29.75 feet; thence along a curve to the right having a radius of 200.00 feet, a central angle of 16-56-44, a length of 59.15 feet, and a chord bearing N 32-15-59 E; Thence S 40-44-21 W, 46.96 feet; Thence along a curve to the right having a radius of 200.00 feet, a central angle of 12-28-39, a length of 43.55 feet, and a chord bearing N 46-58-40 E; Thence N 53-13-00 E, 128.17 feet; thence along a curve to the right having a radius of 200.00 feet, a central angle of 26-40-40, a length of 93.12 feet, and a chord bearing of N 66-33-20 E; Thence N 79-53-40 E, 149.49 feet; Thence N 75-23-31 E, 110.71 feet to the southerly right of way line of Pete Miller Avenue North, and said centerline there terminating.

TRAIL 5

Part of Outlots K, said MILLER FARMS,

Commencing at the most westerly corner of Outlot T, MILLER FARMS, according to the plat on file and of record in the office of the County Recorder, Washington County, Minnesota, Thence along a non-tangential curve to the left having a radius of 105.00 feet, a central angle of

12-13-32, a length of 22.40 feet, and a chord bearing of S 43-22-43 W along the southerly right of way line of Pete Miller Avenue North to the point of beginning; Thence S 53-19-57 E, 30.86 feet; Thence along a curve to the left having a radius of 24.00 feet, a central angle of 45-21-13, a length of 19.00 feet, and a chord bearing of S 76-00-34 E; thence along a curve to the right having a radius of 30.00 feet, a central angle of 78-45-47, a length of 41.24 feet, and a chord bearing of S 59-18-16 E; Thence S 19-55-23 E, 4.59 feet; thence along a curve to the left having a radius of 50.00 feet, a central angle of 52-24-31, a length of 45.74 feet, and a chord bearing of S 46-07-38 E; thence S 72-19-53 E, 20.84 feet; Thence along a curve to the right having a radius of 50.00 feet, a central angle of 32-03-50, a length of 27.98, and a chord bearing of S 56-17-58 E; Thence S 40-16-03 E, 73.63 feet, and said centerline there terminating.

TRAIL 6

Part of Outlot F, said MILLER FARMS,

Commencing at the West quarter corner of said Section 15, thence N 00-57-20 W, along the west line of the Northwest Quarter of Said Section 15, 108.83 feet to the point of beginning; Thence N 87-11-26 E, 25.25 feet and said centerline there terminating.

The side lines of said easement are to be prolonged or shortened to terminate at the west line of said Section 15.

Return to:
FOLZ FREEMAN &
ERICKSON
12445 55TH ST N
LAKE ELMO MN 55042

1223570



Certified Filed and/or recorded on:

8/6/2013 3:33 PM

1223570

Certificate #: 70274

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

(reserved for recording data)

DECLARATION OF MINIMUM BASEMENT FLOOR ELEVATIONS MILLER FARMS - PHASE TWO

This Declaration of Minimum Basement Floor Elevations (the "MBFE Declaration") is made on the 16th day of July, 2013, by DCCI Investments, LLC, a Wisconsin limited liability company (the "Developer").

WHEREAS, Developer is the owner of certain real property located in the Township of Baytown, County of Washington, State of Minnesota, legally described in Exhibit A attached hereto (the "Phase Two Property").

WHEREAS, Developer desires to establish on the Phase Two Property a planned residential community.

WHEREAS, Developer desires to establish minimum basement floor elevations, as required by Washington County, Minnesota, for each of the Lots within Phase Two Property (as those terms are defined herein).

THEREFORE, Developer subjects the Phase Two Property to this MBFE Declaration under the name "Miller Farms - Phase Two," declaring that this MBFE Declaration shall constitute the covenants to run with the Phase Two Property and that the Phase Two Property shall be owned, used, occupied and conveyed subject to the covenants and restrictions set forth herein, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1. DEFINITIONS

The following words when used in the MBFE Declaration shall have the following meanings (unless the context indicates otherwise):

1.1 **"Dwelling"** shall mean a building consisting of one or more floors (except as otherwise restricted herein), designed and intended for occupancy as a single family residence, and located within the boundaries of a Lot. Any reference to a Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot in which the Dwelling is located.

1.2 **"Footing Drainage System"** shall mean a footing drainage system around the perimeter of each Dwelling to be constructed on each Lot; such system shall consist of a drain pipe leading from the back of the Dwelling to an established drainage easement.

1.3 **"Lot"** shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as described in Section 2.1 and shown on the Plat, including all improvements thereon but excluding any outlot, as shown on the Plat.

1.4 **"Miller Farms – Phase Two"** refers to the residential development subject to this MBFE Declaration.

1.5 **"Owner"** or **"Owners"** shall mean a Person or Persons who own a Lot, excluding contract for deed vendors, mortgagees and other secured parties. The term "Owner" or "Owners" includes, without limitation, contract for deed vendees, life tenant and remainder persons.

1.6 **"Person"** shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

1.7 **"Phase Two Property"** shall mean all of the real property subject to this MBFE Declaration. The Phase Two Property is legally described in Exhibit A attached hereto.

1.8 **"Plat"** shall mean the recorded plat of Miller Farms Phase Two depicting the Phase Two Property including any amended Plat or replat recorded from time to time.

SECTION 2. DESCRIPTION OF LOTS

2.1 **Lots.** There are thirteen (13) lots in the Phase Two Property of Miller Farms – Phase Two. A description of the Lots in Phase Two is set forth on Exhibit A attached hereto.

Developer may create forty one (41) additional Lots by the subdivision of Outlots E, G, M, N, P, Q, S and T.

2.2 **Footing Drainage System.** Each Dwelling on a Lot shall have a Footing Drainage System.

2.3 **Minimum Basement Floor Elevations.** Each of the Lots within the Phase Two Property is subject to minimum basement floor elevations, as required by Washington County.

The minimum basement floor elevations for each of the Lots the within Phase Two Property are as follows:

Block	Lot	Elevation
1	1	891.0
1	2	891.0
1	3	891.0
1	4	882.0
1	5	880.9
1	6	880.9
1	7	885.3
1	8	902.5
2	1	901.5
2	2	901.5
2	3	902.0
3	1	887.9
3	2	887.9

SECTION 3. MISCELLANEOUS

3.1 Amendment. This MBFE Declaration shall be construed and enforced in accordance with the substantive and procedural laws of the State of Minnesota, irrespective of the domicile of the parties or other conflict of law principals.

3.2 Amendment. This MBFE Declaration shall not be amended without the written consent of the Developer and Washington County, Minnesota.

3.3 Binding Effect. The covenants contained in this MBFE Declaration shall run with the Phase Two Property and the Phase Two Property shall be owned, used, occupied and conveyed subject to the covenants contained herein, all of which shall be binding upon each subsequent Owner of a Lot within the Phase Two Property, and their heirs, personal representatives, successors and assigns.

THE FOLLOWING PAGE IS THE SIGNATURE AND ACKNOWLEDGMENT PAGE.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth in accordance with the requirements of the Act.

DCCI INVESTMENTS, LLC

By: [Signature]
Name: Ronald L. Derrick
Its: President

STATE OF WISCONSIN
COUNTY OF St. Croix) ss.

The foregoing instrument was acknowledged before me this 16TH day of July, 2013, by Ronald Derrick the President of DCCI Investments, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

This instrument was drafted by:
Felhaber, Larson, Fenlon & Vogt, P.A. (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

Tammy Lloyd
Notary Public
State of Wisconsin

10/3/13

This is the signature page to that certain Declaration of Minimum Basement Floor Elevations dated July 16, 2013.

MILLER FARMS

EXHIBIT A TO MBFE DECLARATION OF COVENANTS

DESCRIPTION OF PHASE TWO PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 1;
Lots 1, 2, and 3, Block 2;
Lots 1 and 2, Block 3;
all in Miller Farms 2nd Addition, Washington County, Minnesota, according to the recorded plat thereof.

Return to:
T WHITE INC
DBA GATEWAY LAND &
MARKETING
54 Eagles Nest Circle
Hudson WI 54016-7735



Certified Filed and/or recorded on:

2/24/2015 1:42 PM

1232671

Certificate #: 72203

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

(reserved for recording data)

SUPPLEMENTAL DECLARATION (MILLER FARMS)

THIS SUPPLEMENTAL DECLARATION ("Supplemental Declaration") is made on this 2nd day of February, 2015, by DCCI INVESTMENTS, LLC, a Wisconsin limited liability company (the "Developer").

WHEREAS, Developer is the owner of certain real property located in the Township of Baytown, County of Washington, State of Minnesota, and legally described as Outlot G and M, Miller Farms, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington County, Minnesota (the "Property");

WHEREAS, Developer is the developer of Miller Farms Phase Two, which is subject to the Declaration of Covenants, Conditions and Restrictions dated September 19, 2013, filed for registration in the Office of the Registrar of Titles, in and for Washington County, Minnesota, and registered as Document No. 1227072 (the "Declaration");

WHEREAS, Section 13 of the Declaration provides that the Developer has the right to amend the Declaration to add additional Lots created pursuant to the subdivision and platting of certain Outlots, including the Property, by recording a Supplemental Declaration which identifies the additional Lots;

WHEREAS, the Property has been platted into the following Lots and Outlots:

Lots 1 and 2, Block 1; Lots 1 and 2, Block 2; Outlots A and B, all in Miller Farms 3rd Addition, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington county, Minnesota (the "Supplemental Property")

THEREFORE, Developer subjects the Supplemental Property to the Declaration with the intent that the Declaration shall constitute covenants to run with the Supplemental Property and that the Supplemental Property shall be owned, used, occupied, and conveyed subject to the

covenants, restrictions, easements, charges and liens set forth in the Declaration and this Supplemental Declaration, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

The definitions contained in Section 1 of the Declaration shall, when used in this Supplemental Declaration, have the same meaning described in the Declaration.

SECTION 2 DESCRIPTION OF LOTS AND RELATED EASEMENTS

2.1 Lots. There are four (4) Lots and two (2) Outlots added to the Declaration by this Supplemental Declaration. All Lots are restricted exclusively to single family residential use.

2.2 Additional Lots. Developer may create additional Lots and Outlots by the subdivision of Outlots E, N, P, Q, S and T, as provided in Section 14.1 of the Declaration and add the Lots and Outlots to the Declaration pursuant to Section 13 of the Declaration.

2.3 Sewage Treatment System. All Lots added by this Supplemental Declaration must be connected to the Sewage Treatment System owned by the Association. Developer hereby grants and conveys to the Association, a permanent easement in favor of the Association for the installation, repair, maintenance and replacement of the Sewage Treatment System pipe over, on and under that portion of the Supplemental Property legally described on the attached Exhibit A.

SECTION 3 COMMON PROPERTY

3.1 Common Property. The Common Property within the Supplemental Property consists of Outlots A and B, all in Miller Farms 3rd Addition, according to the recorded plat thereof on file and of record in the Office of the Registrar of Titles, Washington County, Minnesota. The Common Property contained within the Supplemental Declaration shall be subject to all of the terms and conditions of the Declaration.

SECTION 4 MINIMUM BASEMENT FLOOR ELEVATIONS

4.1 Minimum Basement Floor Elevations. Each of the Lots within the Supplemental Property is subject to Minimum Basement Floor Elevations, as required by Washington County. The Minimum Basement Floor Elevations for each of the Lots within the Supplemental Property are as follows:

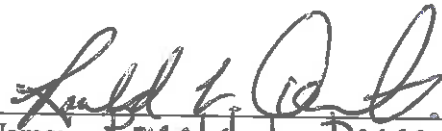
Block	Lot	Lowest Floor Elevation
1	1	900.1
1	2	900.1
2	1	891.0
2	2	891.0

SECTION 5 MISCELLANEOUS

5.1 Applicability and Binding Effect. Except as specifically modified by this Supplemental Declaration, the Declaration shall remain in full force and effect and all rights, benefits, restrictions and obligations conferred or created by the Declaration shall apply to the Supplemental Property added hereby.

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration as of the day and year first set forth above.

DCCI INVESTMENTS, LLC

By: 
 Name: Ronald L. Derrick
 Its: President

STATE OF Wisconsin)
) ss.
 COUNTY OF St. Croix)

The foregoing instrument was acknowledged before me this 2nd day of February, 2015, by Ronald Derrick, the President of DCCI Investments, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.


 Notary Public

This instrument was drafted by:
 Felhaber, Larson, Fenlon & Vogt, P.A. (TJH)
 444 Cedar Street, Suite 2100
 St. Paul, Minnesota 55101-2136
 651/222-6321

BERNADETTE L. L'ALLIER
 Notary Public-State of Wisconsin

EXHIBIT "A"
Legal Description of Easement

That part of Lot 2, Block 2, Miller Farms 3rd Addition, according to the plat thereof on file and of record in the Office of the County Recorder, Washington County, Minnesota, lying northeasterly of the line described as follows:

Commencing at the most easterly corner of said Lot 2; thence south 13 degrees 00 minutes 02 seconds West, assumed bearing, along the southeasterly line of said Lot 2 a distance of 58.27 feet to the point of beginning of the lien to be described; thence North 29 degrees 49 minutes 54 seconds West, a distance of 197.82 feet to the northwesterly line of said Lot 2, said line there terminating.

Folz, Freeman, Erickson, Inc.
LAND PLANNING • SURVEYING • ENGINEERING

FREE

12445 15TH STREET NORTH
LAMB LAKE, MINNESOTA 55041
Phone (612) 479-6831 www.flee.com

Coefficient of Time Squares

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

Apopt: 5000 Inventories, LLC

_____, Vice President

_____, President

STILL QP

[illegible]

Public and
Library Public

1. Timothy Z. Freeman, *do hereby certify* that this plan was prepared by me or under my direct supervision, and that I am a duly licensed Land Surveyor in the State of

shown and indexed on this print.
Signed and dated this _____ day of _____, 1974.

THOMAS J. FRYMAN, Licensed Land Surveyor

STATE OF MINNESOTA
COUNTY OF ANNE ARBOR
JANUARY 1, 1900

_____ **My/Our Institution's Address**

 _____ **City/State/Zip**

This plot was approved by the Town Board of Bayview Township. Measurements this _____ day of _____, 2011, and survey results compile in _____.

Record is different from above in, between _____, Subd. 2.

[illegible]

1991, the Board of Trustees of the Washington Center, awarded the following grants:

Signature _____ Date: _____

Capacity Management

100

[illegible]

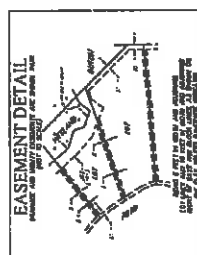
 Wabunne County Auditor/Registrar
 Deputy

Country registered as a signatory to the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW) (1979)

and was fully awarded in Washington County Nevada.

Westchester County, New York

100

[illegible]

Return to:
AUTH CONSULTING &
ASSOCIATES
406 Technology Drive
Suite A
Menomonie WI 54751



Certified Filed and/or recorded on:

12/15/2015 11:12 AM

1237961

Certificate #: 73232

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

(reserved for recording data)

SUPPLEMENTAL DECLARATION (MILLER FARMS)

THIS SUPPLEMENTAL DECLARATION ("Supplemental Declaration") is made on this 17th day of November, 2015, by DCCI INVESTMENTS, LLC, a Wisconsin limited liability company (the "Developer").

WHEREAS, Developer is the owner of certain real property located in the Township of Baytown, County of Washington, State of Minnesota, and legally described as Outlots P,Q and N, Miller Farms; Outlot A, Miller Farms 2nd Addition; and Outlot A, Miller Farms Third Addition, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington County, Minnesota (the "Property");

WHEREAS, Developer is the developer of Miller Farms Phase Two, which is subject to the Declaration of Covenants, Conditions and Restrictions dated September 19, 2013, filed for registration in the Office of the Registrar of Titles, in and for Washington County, Minnesota, and registered as Document No. 1227072 (the "Declaration");

WHEREAS, Section 13 of the Declaration provides that the Developer has the right to amend the Declaration to add additional Lots created pursuant to the subdivision and platting of certain Outlots, including the Property, by recording a Supplemental Declaration which identifies the additional Lots;

WHEREAS, the Property has been platted into the following Lots:

Lots 1 and 2, Block 1; Lot 1, Block 2; Lot 1, Block 3; and Lots 1 through 8, Block 4, all in Miller Farms 4th Addition, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington county, Minnesota (the "Supplemental Property")

THEREFORE, Developer subjects the Supplemental Property to the Declaration with the intent that the Declaration shall constitute covenants to run with the Supplemental Property and that the Supplemental Property shall be owned, used, occupied, and conveyed subject to the

covenants, restrictions, easements, charges and liens set forth in the Declaration and this Supplemental Declaration, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

The definitions contained in Section 1 of the Declaration shall, when used in this Supplemental Declaration, have the same meaning described in the Declaration.

SECTION 2 DESCRIPTION OF LOTS AND RELATED EASEMENTS

2.1 Lots. There are twelve (12) Lots in Miller Farms 4th Addition added to the Declaration by this Supplemental Declaration. All Lots are restricted exclusively to single family residential use.

2.2 Additional Lots. Developer may create additional Lots and Outlots, as provided in Section 14.1 of the Declaration and add the Lots and Outlots to the Declaration pursuant to Section 13 of the Declaration.

2.3 Sewage Treatment System. All Lots added by this Supplemental Declaration must be connected to the Sewage Treatment System owned by the Association.

SECTION 3 COMMON PROPERTY

3.1 Common Property. There is no Common Property located within the Supplemental Property.

SECTION 4 MINIMUM BASEMENT FLOOR ELEVATIONS

4.1 Minimum Basement Floor Elevations. Each of the Lots within the Supplemental Property is subject to Minimum Basement Floor Elevations, as required by Washington County. The Minimum Basement Floor Elevations for each of the Lots within the Supplemental Property are as follows:

Lot	Block	Lowest Floor Elevation
1	1	None
2	1	None
1	2	867.5
1	3	None
1	4	889.3
2	4	873.7
3	4	873.7
4	4	873.7
5	4	873.7
6	4	873.7
7	4	881.6
8	4	881.8

SECTION 5 MISCELLANEOUS

5.1 Applicability and Binding Effect. Except as specifically modified by this Supplemental Declaration, the Declaration shall remain in full force and effect and all rights, benefits, restrictions and obligations conferred or created by the Declaration shall apply to the Supplemental Property added hereby.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE
FOLLOWING PAGE IS THE SIGNATURE AND NOTARY PAGE.**

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration as of the day and year first set forth above.

DCCI INVESTMENTS, LLC

By: [Signature]
Name: Ronald L. Derrick
Its: President

STATE OF Wisconsin)
) ss.
COUNTY OF St. Croix)

The foregoing instrument was acknowledged before me this 17th day of November, 2015, by Ronald Derrick, the President of DCCI Investments, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.

BERNADETTE L. L'ALLIER
Notary Public, State of Wisconsin

my commission expires
10-23-16

[Signature]
Notary Public

This instrument was drafted by:

Felhaber Larson (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

This is the signature page to that certain Supplemental Declaration (Miller Farms) dated _____, 20____.

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of the real property described in the Supplemental Declaration of Miller Farms 4th Addition attached hereto (the "Supplemental Declaration"). Mortgagee hereby consents and joins in the Supplemental Declaration, provided that by consenting to and joining in the Supplemental Declaration: (i) such consent and joinder does not modify or amend the terms and conditions of its mortgage and related loan documents, and (ii) the mortgage filed as Document No. 1236202, shall remain as a lien on the property described therein until released or satisfied.

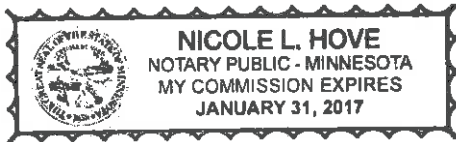
IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 4th day of December, 2015.

ANCHOR BANK, N.A.

By:
Name: Jason Torice
Its: sup

STATE OF MN)
) SS.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Jabson Torke, the SVP of Anchor Bank, N.A., a national banking association, on behalf of the bank.



Nick J. Hove
Notary Public

This instrument was drafted by:

Felhaber Larson (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

CONSENT TO PLAT

Anchor Bank, N.A., a national banking association, the holder of that certain mortgage filed as Document No. 1236202 in the Office of the County Recorder, Washington County, Minnesota, does hereby consent to and join in the plat of Miller Farms 4th Addition (the "Plat") located in the County of Washington, State of Minnesota for the limited purpose of consenting to the platting of real property legally described on **Exhibit "A"** as Miller Farms 4th Addition and consenting to the public dedications contained in the plat.

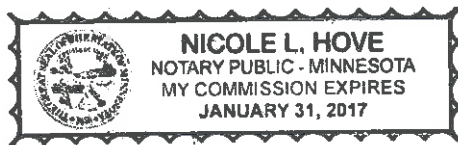
IN WITNESS WHEREOF, the Mortgagee has caused this Consent to Plat to be executed on this 4th day of December, 2015.

ANCHOR BANK, N.A.

By: Jan T.C.
Name: Jason Torke
Its: SVP

STATE OF MN)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Jason Torke, the SVP of Anchor Bank, N.A., a national banking association, on behalf of the bank.



Nicole L. Hove
Notary Public

This instrument was drafted by:
Felhaber Larson (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

EXHIBIT "A"
LEGAL DESCRIPTION

Outlots P, Q, and N Miller Farms,
Outlot A, Miller Farms 2nd Addition
Outlot A, Miller Farms 3rd Addition, all in Washington County, Minnesota

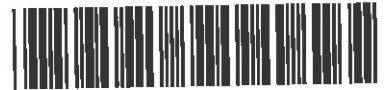
Receipt# 309142

CP

\$46.00

Return to:
AUTH CONSULTING &
ASSOCIATES
408 Technology Drive
Suite A
Menomonie WI 54751

1237960



Certified Filed and/or recorded on:

12/15/2015 11:12 AM

1237960

Certificate #: 73232

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

CONSENT TO FILE PLAT

Anchor Bank, N.A., the holder of those certain mortgages:

1. Dated August 18, 2006, filed September 11, 2006, as Document No.1170608
2. Dated September 21, 2011, filed January 30, 2012, as Document No. 1211244
3. Dated July 9, 2015, filed September 9, 2015, as Document No.1236202

in the office of the county Recorder/Registrar of Titles of Washington county, Minnesota hereby consents to the filing of that certain plat of MILLER FARMS 4TH ADDITION, described as follows:

Outlots N,P and Q, MILLER FARMS; Outlot A, MILLER FARMS 2ND ADDITION, and Outlot A, MILLER FARMS 3RD ADDITION according to the plats thereof on file and of record in the office of the Registrar of Titles, Washington County, Minnesota.

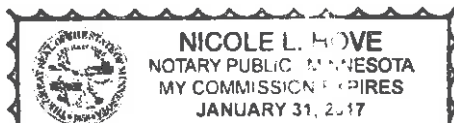
And hereby joins in and agrees that its interest in the land platted is subject to easements and dedications set forth in the plat as recorded in the office of the County Recorder/Registrar of Titles.

ANCHOR BANK, N.A.

By: Jason Torke
Printed name: Jason Torke
Its: Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on December, 3, 2015, by Jason Torke, the Senior Vice President of Anchor Bank, N.A., a national banking association, on behalf of the bank.



Nicole L Hove
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Auth Consulting Associates
2920 Enloe Street Suite 101
Hudson WI 54016

Receipt# 309149

DCR \$46.00

Return to:
AUTH CONSULTING &
ASSOCIATES
406 Technology Drive East
Suite A
Menomonie WI 54751

1237976



Certified Filed and/or recorded on:

12/15/2015 11:47 AM

1237976

Certificate #: 73245

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

(reserved for recording data)

SUPPLEMENTAL DECLARATION (MILLER FARMS)

THIS SUPPLEMENTAL DECLARATION ("Supplemental Declaration") is made on this 17th day of November, 2015, by DCCI INVESTMENTS, LLC, a Wisconsin limited liability company (the "Developer").

WHEREAS, Developer is the owner of certain real property located in the Township of Baytown, County of Washington, State of Minnesota, and legally described as Outlots S and T, Miller Farms, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington County, Minnesota (the "Property");

WHEREAS, Developer is the developer of Miller Farms Phase Two, which is subject to the Declaration of Covenants, Conditions and Restrictions dated September 19, 2013, filed for registration in the Office of the Registrar of Titles, in and for Washington County, Minnesota, and registered as Document No. 1227072 (the "Declaration");

WHEREAS, Section 13 of the Declaration provides that the Developer has the right to amend the Declaration to add additional Lots created pursuant to the subdivision and platting of certain Outlots, including the Property, by recording a Supplemental Declaration which identifies the additional Lots;

WHEREAS, the Property has been platted into the following Lots:

Lots 1 through 13, Block 1 and Lots 1 through 3, Block 2, all in Miller Farms 5th Addition, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington county, Minnesota (the "Supplemental Property")

THEREFORE, Developer subjects the Supplemental Property to the Declaration with the intent that the Declaration shall constitute covenants to run with the Supplemental Property and that the Supplemental Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and this

Supplemental Declaration, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

The definitions contained in Section 1 of the Declaration shall, when used in this Supplemental Declaration, have the same meaning described in the Declaration.

SECTION 2 DESCRIPTION OF LOTS AND RELATED EASEMENTS

2.1 Lots. There are sixteen (16) Lots in Miller Farms 5th Addition added to the Declaration by this Supplemental Declaration. All Lots are restricted exclusively to single family residential use.

2.2 Additional Lots. Developer may create additional Lots and Outlots, as provided in Section 14.1 of the Declaration and add the Lots and Outlots to the Declaration pursuant to Section 13 of the Declaration.

2.3 Sewage Treatment System. All Lots added by this Supplemental Declaration must be connected to the Sewage Treatment System owned by the Association.

SECTION 3 COMMON PROPERTY

3.1 Common Property. There is no Common Property located within the Supplemental Property.

SECTION 4 MINIMUM BASEMENT FLOOR ELEVATIONS

4.1 Minimum Basement Floor Elevations. Each of the Lots within the Supplemental Property is subject to Minimum Basement Floor Elevations, as required by Washington County. The Minimum Basement Floor Elevations for each of the Lots within the Supplemental Property are as follows:

Lot	Block	Lowest Floor Elevation
1	1	867.5
2	1	867.5
3	1	867.5
4	1	867.5
5	1	None
6	1	None
7	1	None
8	1	None
9	1	None
10	1	None
11	1	None
12	1	None
13	1	None
1	2	879.3
2	2	None
3	2	None

SECTION 5 MISCELLANEOUS

5.1 Applicability and Binding Effect. Except as specifically modified by this Supplemental Declaration, the Declaration shall remain in full force and effect and all rights, benefits, restrictions and obligations conferred or created by the Declaration shall apply to the Supplemental Property added hereby.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE
FOLLOWING PAGE IS THE SIGNATURE AND NOTARY PAGE.**

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration as of the day and year first set forth above.

DCCI INVESTMENTS, LLC

By: [Signature]
Name: Ronald F. Derrick
Its: President

STATE OF Wisconsin)
COUNTY OF St. Croix) ss.

The foregoing instrument was acknowledged before me this 17th day of November, 2015, by Ronald Derrick, the President of DCCI Investments, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.

BERNADETTE L. L'ALLIER
Notary Public - State of Wisconsin

my commission expires
10-23-16

[Signature]
Notary Public

This instrument was drafted by:

Felhaber Larson (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

This is the signature page to that certain Supplemental Declaration (Miller Farms) dated _____, 20____.

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of the real property described in the Supplemental Declaration of Miller Farms 5th Addition attached hereto (the "Supplemental Declaration"). Mortgagee hereby consents and joins in the Supplemental Declaration, provided that by consenting to and joining in the Supplemental Declaration: (i) such consent and joinder does not modify or amend the terms and conditions of its mortgage and related loan documents, and (ii) the mortgage filed as Document No. 1236202, shall remain as a lien on the property described therein until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 4th day of December, 2015.

ANCHOR BANK, N.A.

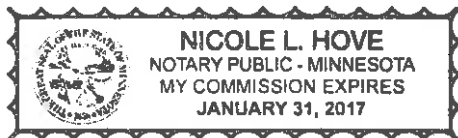
By: _____

Name: _____

Its: _____

STATE OF mn)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Jason Torke, the SVP of Anchor Bank, N.A., a national banking association, on behalf of the bank.



Nicole L. Hove
Notary Public

This instrument was drafted by:

Felhaber Larson (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

CONSENT TO PLAT

Anchor Bank, N.A., a national banking association, the holder of that certain mortgage filed as Document No. 1236202 in the Office of the County Recorder, Washington County, Minnesota, does hereby consent to and join in the plat of Miller Farms 5th Addition (the "Plat") located in the County of Washington, State of Minnesota for the limited purpose of consenting to the platting of real property legally described on **Exhibit "A"** as Miller Farms 5th Addition and consenting to the public dedications contained in the plat.

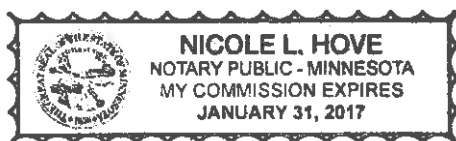
IN WITNESS WHEREOF, the Mortgagee has caused this Consent to Plat to be executed on this 4th day of December, 2015.

ANCHOR BANK, N.A.

By:
Name:
Its:

STATE OF MN)
COUNTY OF Andra) ss.

The foregoing instrument was acknowledged before me this 4th day of December, 2015, by Jason Torke, the SVP of Anchor Bank, N.A., a national banking association, on behalf of the bank.



Nicholas J. Howe
Notary Public

This instrument was drafted by:
Felhaber Larson (TJH)
444 Cedar Street, Suite 2100
St. Paul, Minnesota 55101-2136
651/222-6321

EXHIBIT "A"
LEGAL DESCRIPTION

Outlots S and T, Miller Farms, all in Washington County, Minnesota

Receipt# 309149

CP \$46.00

Return to:
AUTH CONSULTING &
ASSOCIATES
406 Technology Drive East
Suite A
Menomonie WI 54751

1237975



Certified Filed and/or recorded on:

12/15/2015 11:47 AM

1237975

Certificate #: 73245

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

CONSENT TO FILE PLAT

Anchor Bank, N.A., the holder of those certain mortgages:

1. Dated August 18, 2006, filed September 11, 2006, as Document No.1170608
2. Dated September 21, 2011, filed January 30, 2012, as Document No. 1211244
3. Dated July 9, 2015, filed September 9, 2015, as Document No.1236202

in the office of the county Recorder/Registrar of Titles of Washington county, Minnesota hereby consents to the filing of that certain plat of MILLER FARMS 5TH ADDITION, described as follows:

Outlots S and T, MILLER FARMS; according to the recorded plat thereof, Washington County, Minnesota.

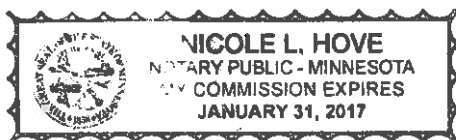
And hereby joins in and agrees that its interest in the land platted is subject to easements and dedications set forth in the plat as recorded in the office of the County Recorder/Registrar of Titles.

ANCHOR BANK, N.A.

By: [Signature]
Printed name: Jason Torke
Its: Senior Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on December, 3, 2015, by Jason Torke, the Senior Vice President of Anchor Bank, N.A., a national banking association, on behalf of the bank.



[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Auth Consulting Associates
2920 Enloe Street Suite 101
Hudson WI 54016

Receipt:# 408808

DCR \$46.00
MEM \$180.00

Return to:
E - SIMPLIFILE
4844 North 300 West
Suite 202

Provo UT 84604

1255506



Certified Filed and/or recorded on:

9/13/2018 9:05 AM

1255506

Certificate #: 76591 76592

Office of the Registrar of Titles
Washington County, Minnesota
Jennifer Wagenius, Registrar of Titles

Receipt # 408808
Doc # 1255506 - Additional Certs

76593	76594	76595	76596	76597
76598	76599	76600		

(reserved for recording data)

**SUPPLEMENTAL DECLARATION
(MILLER FARMS)**

THIS SUPPLEMENTAL DECLARATION (“Supplemental Declaration”) is made on this 31st day of July, 2018, by DCCI INVESTMENTS, LLC, a Wisconsin limited liability company (the “Developer”).

WHEREAS, Developer is the owner of certain real property located in the Township of Baytown, County of Washington, State of Minnesota, and legally described as Outlot E, Miller Farms; Outlot B, Millers Farms 2nd Addition; and Outlot B, Miller Farms 3rd Addition, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington County, Minnesota (the “Property”);

WHEREAS, Developer is the developer of Miller Farms Phase Two, which is subject to the Declaration of Covenants, Conditions and Restrictions dated September 19, 2013, filed for registration in the Office of the Registrar of Titles, in and for Washington County, Minnesota, and registered as Document No. 1227072 (the “Declaration”);

WHEREAS, Section 13 of the Declaration provides that the Developer has the right to amend the Declaration to add additional Lots created pursuant to the subdivision and platting of certain Outlots, including the Property, by recording a Supplemental Declaration which identifies the additional Lots; and

WHEREAS, the Property has been platted into the following Lots:

Lots 1, 2 and 3, Block 1; Lots 1, 2, 3 and 4, Block 2, and Lots 1, 2, and 3, Block 3, all in Miller Farms 6th Addition, according to the plat thereof on file and of record in the Office of the Registrar of Titles, Washington County, Minnesota (the “Supplemental Property”)

THEREFORE, Developer subjects the Supplemental Property to the Declaration with the intent that the covenants, conditions, restrictions and easements contained in the Declaration and this Supplemental Declaration shall run with the Supplemental Property and that the

Supplemental Property shall be owned, used, occupied, and conveyed subject to the Declaration and this Supplemental Declaration, all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1 DEFINITIONS

The definitions contained in Section 1 of the Declaration shall, when used in this Supplemental Declaration, have the same meaning described in the Declaration.

SECTION 2 DESCRIPTION OF LOTS AND RELATED EASEMENTS

2.1 Lots. There are ten (10) Lots in Miller Farms 6th Addition added to the Declaration by this Supplemental Declaration. All Lots are restricted exclusively to single family residential use.

2.2 Additional Lots. Developer may create additional Lots and Outlots, as provided in Section 14.1 of the Declaration and add the Lots and Outlots to the Declaration pursuant to Section 13 of the Declaration.

2.3 Sewage Treatment System. All Lots added by this Supplemental Declaration must be connected to the Sewage Treatment System owned by the Association.

SECTION 3 COMMON PROPERTY

3.1 Common Property. There is no Common Property located within the Supplemental Property.

SECTION 4 MINIMUM BASEMENT FLOOR ELEVATIONS

4.1 Minimum Basement Floor Elevations. Each of the Lots within the Supplemental Property is subject to Minimum Basement Floor Elevations, as required by Washington County. The Minimum Basement Floor Elevations for each of the Lots within the Supplemental Property are as follows:

Lot	Block	Lowest Floor Elevation
1	1	902.5
2	1	902.5
3	1	902.5
1	2	904.1
2	2	904.1

Lot	Block	Lowest Floor Elevation
3	2	900.8
4	2	900.8
1	3	904.4
2	3	904.4
3	3	913.0

SECTION 5 DRIVEWAY EASEMENT

5.1 Driveway Easement. Lots 2 and 3, Block 3, Miller Farms 6th Addition ("Lots 2 and 3"), are hereby burdened and benefited by a private, permanent, shared driveway easement that Developer grants on, over and across those portions of Lots 2 and 3, Block 3, Miller Farms 6th Addition as are legally described on the attached Exhibit A and incorporated herein (the "Shared Driveway Easement"). The purpose of the Shared Driveway Easement is to provide access to and from the public right-of-way adjoining Lots 2 and 3, and to provide room for vehicles to maneuver within the Shared Driveway Easement for purposes of accessing the respective garages located on Lots 2 and 3. The Owners of Lots 2 and 3 shall keep the Shared Driveway Easement in good order, condition and repair including, without limitation, the prompt removal of ice and snow. The Owners of Lots 2 and 3 shall cooperate with each other in the repair and maintenance of the driveway and shall share equally in the costs of repair, maintenance and removal of ice and snow, unless the need for maintenance or repair is caused by the reckless or intentional act of one of the Owners or an occupant in an Owner's Dwelling. The Owners of Lots 2 and 3 agree to cooperate with each other and act in good faith in determining the frequency of maintenance on the driveway and the timing and scope of any repair. In the event the Owners agree upon the replacement of the driveway, the Owners of Lots 2 and 3 shall share equally in the cost thereof. A temporary easement is hereby granted on, over and across Lots 2 and 3 for the purpose of repairing, maintaining or replacing the driveway.

5.2 Dispute Between Owners. In the event of a dispute between the Owners of Lots 2 and 3 over snow or ice removal, maintenance, repair, replacement or use of the Shared Driveway Easement, the dispute shall be resolved through binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), as then in effect. The parties shall share equally in the cost of the arbitration, except that the arbitrator shall have the right to award costs and attorney fees to a party if the arbitrator believes that such an award is just and equitable. The parties shall jointly agree upon the selection of an Arbitrator and, if they cannot agree, an Arbitration Demand shall be filed by the parties with the AAA and selection of an Arbitrator shall occur through the process established by the AAA.

5.3 Recovery of Costs. If an Owner incurs costs for snow or ice removal or an agreed upon repair, maintenance or replacement of the driveway which are not reimbursed by the other Owner, the Owner incurring the cost shall be entitled to recover interest at the rate of the highest rate permitted by law, not to exceed eight percent (8%) per annum, together with any attorney fees and costs incurred in collecting the sum due. The replacement of driveway shall not occur without the joint agreement of the Owners of Lots 2 and 3.

5.4 No Obstruction. The Owners agree that they shall not permit any activity on their respective Lot that interferes with or obstructs use of the Shared Driveway Easement for the purposes described in this Supplemental Declaration.

5.5 Easements Run With the Land. The easements granted herein shall run with Lots 2 and 3 and bind and benefit the current and future owners of Lots 2 and 3, their heirs, successors, purchasers and assigns. The parties hereto and each successor Owner of either Lot 2 or Lot 3 shall be liable here only for those obligations which arose during the period of ownership.

5.6 Insurance. The Owners of Lots 2 and 3 shall obtain and keep in full force and effect, at each Owner's sole cost and expense, a policy of general liability insurance and automobile insurance, with limits on the liability policy of not less than \$500,000.00 for property damage, bodily injury or death occurring upon, in or about the Shared Driveway Easement. The parties agree that the insurance limits of \$500,000.00 are the minimum amount and the parties may agree to increase such amounts of coverage. Each policy shall name the other Owner as an additional insured thereunder. Such policy shall contain a provision for not less than thirty (30) days advance written notice to the other Owner in the event of a cancellation of a policy.

SECTION 6 MISCELLANEOUS

6.1 Applicability and Binding Effect. Except as specifically modified by this Supplemental Declaration, the Declaration shall remain in full force and effect and all rights, benefits, restrictions and obligations conferred or created by the Declaration shall apply to the Supplemental Property added hereby.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK AND THE
FOLLOWING PAGE IS THE SIGNATURE AND NOTARY PAGE.**

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration as of the day and year first set forth above.

DCCI INVESTMENTS, LLC

By: [Signature]
Name: Ronald L. Derrick
Its: MANAGING MEMBER

STATE OF MINNESOTA)

COUNTY OF Washington ss.

The foregoing instrument was acknowledged before me this 31 day of July, 2018, by Ronald L. Derrick the Managing Member of DCCI Investments, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

This instrument was drafted by:
Felhaber Larson (TJH)
220 South Sixth Street, Suite 2200
Minneapolis, Minnesota 55402
612/339-6321



This is the signature page to that certain Supplemental Declaration (Miller Farms) dated JULY 31, 2018.

Exhibit A

Shared Drive Easement Description

Part of Lot 3 Block 3, MILLER FARMS 6TH ADDITION, according to the plat thereof on file and of record in the office of the Registrar of Titles, Washington County, Minnesota, described as follows:

Commencing at the Southwest corner of Lot 3; thence, along the west line of Lot 3, N00°56'55"W a distance of 206.46 feet; thence, along the northwesterly line of Lot 3, N57°53'51"E a distance of 110.16 feet to the Point of beginning;

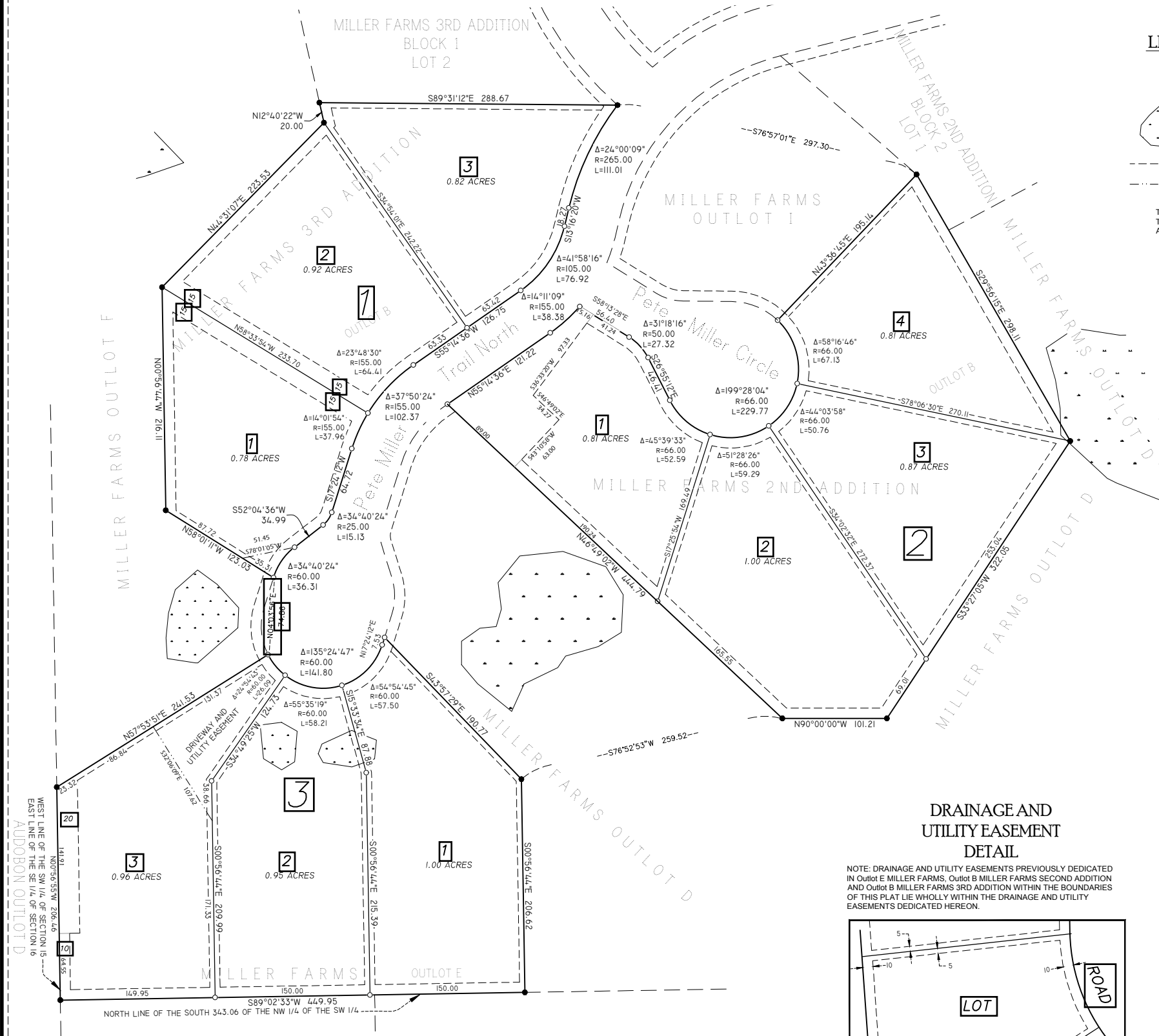
Thence, N 57° 53' 51" E a distance of 131.37 feet to the beginning of a non-tangential curve on the right of way of Pete Miller Trail North, concave northeasterly, with a central angle of 24° 54' 43", a radius of 60.00 feet, and a long chord which bears S 39° 38' 23" E a distance of 25.88 feet to the easterly boundary of Lot 3;

Thence, along said easterly boundary, S 34° 49' 25" W a distance of 124.73 feet;

Thence, along said easterly boundary, S 00° 56' 44" E a distance of 38.66 feet;

Thence N 32° 06' 09" W a distance of 107.62 feet to the point of beginning.

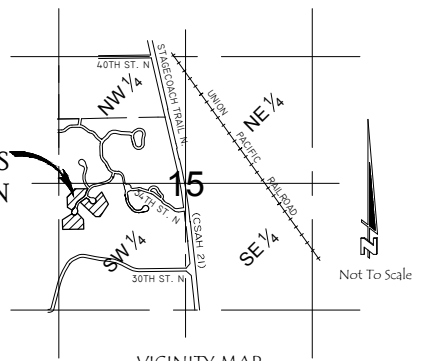
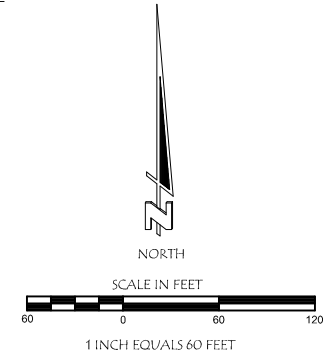
MILLER FARMS 6TH ADDITION



LEGEND

- DENOTES SET 1 INCH BY 18 INCH IRON PIPE MONUMENT MARKED WITH A PLASTIC CAP INSCRIBED "DODGE LS 45351"
- DENOTES FOUND 3/4 INCH IRON PIPE WITH CAP "FREEMAN LS 16989" UNLESS NOTED OTHERWISE.
- ▭ DENOTES WETLAND DELINEATED BY GRAHAM ENVIRONMENTAL SERVICES
- DRAINAGE AND UTILITY EASEMENT
- - - DRIVEWAY AND UTILITY EASEMENT

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED UPON THE WEST LINE OF OUTLOT E, MILLER FARMS, WHICH IS ASSUMED TO BEAR N88°55'53"E



MILLER FARMS 6TH ADDITION

Surveyor's Certificate

I, Ty R. Dodge, do hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor in the State of Minnesota, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wetlands, as defined by Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Signed and dated this 12th day of December, 2017.

Ty R. Dodge

Ty R. Dodge, Licensed Land Surveyor

Minnesota License Number 45351

STATE OF MINNESOTA

COUNTY OF WASHINGTON

This instrument was acknowledged before me this _____ day of _____, 2018 by Ty R. Dodge Minnesota Licensed Land Surveyor Number 45351.

Notary Public, Minnesota

My commission expires _____

Baytown Township

This plat was approved by the Town Board of Baytown Township, Minnesota this _____ day of _____, 2018, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Chair

By: _____ Clerk

Washington County Board

I hereby certify that on the _____ day of _____, 2018, the Board of Commissioners of Washington County, approved this plat.

Signed: _____

Chair, County Board

County Surveyor

Pursuant to Chapter 820, Laws of Minnesota, 1971, and in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2018.

By: _____ Washington County Surveyor

By: _____

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, and Section 272.12, taxes payable in the year 2018, on real estate hereinbefore described, have been paid; there are no delinquent taxes and transfer has been entered, on this _____ day of _____, 2018.

By: _____ Washington County Auditor/Treasurer

By: _____ Deputy

County Registrar of Titles

Document Number _____

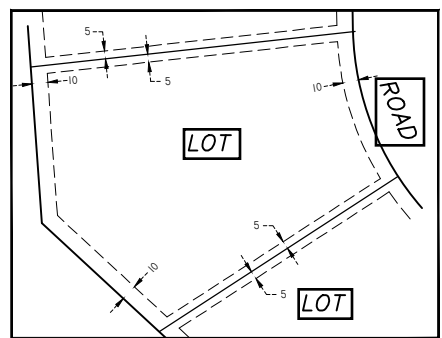
I hereby certify that this instrument was filed in the Office of the County Registrar of Titles for record on this _____ day of _____, 2018 at _____ o'clock _____ M., and was duly recorded in Washington County Records.

By: _____ Washington County Registrar of Titles

By: _____ Deputy

DRAINAGE AND UTILITY EASEMENT DETAIL

NOTE: DRAINAGE AND UTILITY EASEMENTS PREVIOUSLY DEDICATED IN OUTLOT E MILLER FARMS, OUTLOT B MILLER FARMS SECOND ADDITION AND OUTLOT B MILLER FARMS 3RD ADDITION WITHIN THE BOUNDARIES OF THIS PLAT LIE WHOLLY WITHIN THE DRAINAGE AND UTILITY EASEMENTS DEDICATED HEREON.



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES AND 10 FEET IN WIDTH ADJOINING RIGHT OF WAYS AND REAR LOT LINES, AS SHOWN ON THE PLAT, UNLESS OTHERWISE INDICATED

Owner's Certificate of Dedication

KNOW ALL PERSONS BY THESE PRESENTS: That DCCI Investments, LLC, a Wisconsin Limited Liability Company, owner of the following described property:

Outlot E, MILLER FARMS; Outlot B, MILLER FARMS 2ND ADDITION; OUTLOT B, MILLER FARMS 3RD ADDITION; according to the recorded plat thereof, Washington County, Minnesota.

Certificate of Title Numbers _____

Has caused the same to be surveyed and platted as MILLER FARMS 6TH ADDITION, and do hereby dedicate the easements created by this plat for drainage and/or utility purposes only.

In witness whereof said DCCI Investments, LLC, a Wisconsin Limited Liability Company, has caused these presents to be signed by its proper officers this _____ day of _____, 2018.

Signed: DCCI Investments, LLC

By: _____ By: _____

_____, President _____, Vice President

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2018 by _____

President and _____, Vice President, of DCCI Investments, LLC, a Wisconsin Limited Liability Company, on behalf of the company.

(PrintName) _____

Notary Public, _____

My commission expires _____