

THE FIELDS OF ST. CROIX
COMMUNITY ASSOCIATION

1. Declaration of Covenants, Conditions and Restrictions of the Fields of St. Croix Community Association
2. Bylaws of the Association
3. Articles of Incorporation of the Association
4. Amendment to Declaration
5. First Supplemental Declaration of Covenants, Conditions and Restrictions
6. Conservation Easements to the Minnesota Land Trust and the City of Lake Elmo
7. Easement from the City of Lake Elmo
8. Exhibits Depicting the Open Space Ownership and Individual Lots

Office of The Fields of St. Croix Community Association

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COMMON INTEREST COMMUNITY NUMBER lect

IRE FIELDS OF ST. CROIX

DECLARATION

Planned Community

COMMON INTEREST COMMUNITY NUMBER 109

THE FIELDS OF ST. CROIX

DECLARATION

Planned Community

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COMMON INTEREST COMMUNITY NUMBER _____

Planned Community

THE FIELDS OF ST. CROIX

DECLARATION

This Declaration is made in the County of Washington, State of Minnesota, on this day 21st of August, 1997 by Robert Engstrom Companies, a Minnesota corporation (the "Declarant"), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the "Act"), for the purpose of creating The Fields of St. Croix, a planned community.

WHEREAS, Declarant is the owner of certain real property located in Washington County, Minnesota, legally described in Exhibit A attached hereto and Declarant desires to submit said real property and all improvements thereon (collectively the "Property") to the Act, and,

WHEREAS, Declarant also owns the real property legally described in Exhibit C attached hereto (the "Additional Real Estate"), and has the option to add all or a part of the Additional Real Estate to the Property, and

WHEREAS, Declarant desires to establish on the Property, Common Elements and Limited Common Elements, and any Additional Real Estate added thereto, a plan for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, the structural quality, and the original architectural and aesthetic character, of the Property, and

WHEREAS, the Declarant intends that this Declaration will govern the entire Property and any Additional Real Estate which may be brought under the terms and condition of this Declaration, and

WHEREAS, the Property is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest ownership.

THEREFORE, Declarant makes the Declaration and submits the Property to the Act as a planned community under the name "The Fields of St. Croix", initially consisting of the Lots referred to in Exhibit A, declaring that this Declaration shall constitute covenants to run with the Property, and that the Property, and all Additional Real Estate added thereto, 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.

SECTION 1
DEFINITIONS

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

1.1 "Additional Real Estate" shall mean the real property legally described in Exhibit C, including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Declarant has the right to add to the common interest community.

1.2 "Association" shall mean The Fields of St. Croix Community Association, a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the State of Minnesota and Minnesota Statutes Section 515B.3-101, whose members consist of all Owners as defined herein.

1.3 "Board" shall mean the Board of Directors of the Association as provided for in the By-Laws.

1.4 "By-Laws" shall mean the By-Laws governing the operation of the Association, as amended from time to time.

1.5 "Common Elements" shall mean all property owned by the Association for the common benefit of the Owners and Occupants. The Common Elements are legally described in Exhibit B attached hereto.

1.6 "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 allocations to reserves and those items specifically identified *as* Common Expenses in the Declaration or By-Laws.

1.7 "Dwelling" shall mean a part of a building consisting of one or more floors, designed and intended for occupancy as a single family residence, and located within the boundaries of a Lot. The Dwelling includes any garage attached thereto or otherwise included within the boundaries of the Lot in which the Dwelling is located.

1.8 "Eligible Mortgagee" shall mean any Person owning a mortgage on any Lot, which mortgage is first in priority upon foreclosure to all other mortgages that encumber such Lot, and which has requested the Association, in writing, to notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.

1.9 "Governing Documents" shall mean this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.10 "Limited Common Elements" shall mean those areas of the public right-of way and individual lots that have landscaping, entrance monuments or pathway easements that are designated to the benefit of the Association.

1.11 "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.

1.12 "**Natural Planting Areas**" shall mean areas of native and ornamental grasses, native plant prairie, and groves of trees and shrubs.

1.13 "**Occupant**" shall mean any person or persons, other than an Owner, in possession of or residing in a Lot.

1.14 "**Owner**" shall mean a Person who owns a Lot, but excluding contract for deed vendors, mortgagees and other secured parties within the meaning of Section 515B.1-103(29) of the Act. The term "Owner" includes, without limitation, contract for deed vendees and holders of a life estate. (This definition specifically excludes the owner of Lot 1, Block 1 and Lot 1, Block 5, from the terms and conditions of this declaration).

1.15 "**Permanent Farmland - Open Space**" shall mean Outlots A, C, D, E, F, G and H, The Fields of St. Criox.

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

1.17 "**Plat**" shall mean the recorded plat depicting the Property pursuant to the requirements of Section 515A.2-1 10(d) of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended or supplemental Plat recorded from time to time in accordance with the Act.

1.18 "**Property**" shall mean all of the real property submitted to this Declaration. The Property as of the date of this Declaration is legally described in Exhibit A attached hereto.

1.19 "**Rules and Regulations**" shall mean the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.

1.20 "**Lot**" shall mean any platted lot subject to this Declaration upon which a Dwelling is located or intended to be located, as shown on the Plat, including all improvements thereon, but excluding the Common Elements. The platted lots which are subject to the terms and conditions of this declaration include only Lots 2 through 17 inclusive, Block 1, Lots 1 through 13 inclusive, Block 2, Lots 1 through 8 inclusive, Block 3, Lots 1 through 8 inclusive, Block 4, The Fields of St. Criox.

Any terms used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act.

SECTION 2

DESCRIPTION OF LOTS AND APPURTENANCES

2.1. Lots. There are 45 Lots, all of which are restricted exclusively to residential use. Each Lot constitutes a separate parcel of real estate. No additional Lots may be created by the subdivision or conversion of Lots pursuant to Section 515B.2-112 of the Act. The Lot identifiers and locations of the Lots are as shown on the Plat, which is incorporated herein by reference. The Lot identifier for a Lot shall be its lot and block numbers and the subdivision name.

2.2. Lot Boundaries. The front, rear and side boundaries of each Lot shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat. The Lots shall have no upper or lower boundaries.

2.3. Use and Enjoyment Easements. Each Lot shall be the beneficiary of appurtenant easements for use and enjoyment on and across the Common Elements, and for use

and enjoyment of any Limited Common Elements allocated to the Lot, subject to any restrictions authorized by the Declaration.

2.4. Declarant's Easements. Declarant shall have and be the beneficiary of easements for construction and sales activities as described in Section 14.5.

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

2.6. Easements are Appurtenant. All easements and similar rights burdening or benefiting a Lot or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the 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.

2.7. Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property; subject to the Declaration and the right of the Association to establish and enforce reasonable Rules and Regulations governing the use of the Property.

2.8. Appurtenant Access Easements. Lot 1, 2,3 and 4, Block 2, Lots 13, 14, 15, 16 and 17, Block 1, The Fields of St. Croix shall all benefit from an appurtenant easement over that portion of Outlot D which lies northeasterly of a line drawn from the Southwest corner of Lot 1, Block 2, to the most southerly corner of Lot 14, Block 1, and there terminating. Said easement shall be appurtenant to and shall be conveyed with the title to each mentioned lot. Said easement shall be for access purposes. All expenses incurred for the maintenance, repair, replacement, management and operation of the Access Easement shall be assessed and collected from all Owners in accordance with Section 6. The easement provided herein shall be for the benefit of all Owners to allow controlled access (non-public) to the Common Facilities located on Outlot D.

2.9. Reciprocal Cross-easement. Lots 8, 9, 10, 11, 12 and 13, Block 2, The Fields of St. Croix are each subject to an easement in favor of the owners of said Lots 8, 9, 10, 11, 12 and 13, Block 2, over the Westerly One Hundred feet (100') thereof, for pedestrian traffic.

2.10. Utility Easement. Outlot G shall be subject to an easement for utility purposes in favor of the Association, for utility purposes, over, under and across that part of Outlot G which lies Southerly of the North line of Outlot H, extended easterly to the West line of Block 1, and Northerly of the following described line: Commencing at the Southwest corner of Outlot H, thence South 00 degrees 08 minutes 23 seconds East, 100 feet; thence North 89 degrees 51 minutes 37 seconds East to the West line of Block 1, and there terminating.

2.11. Road Access Easement. Outlot G shall be subject to an easement for road purposes, in favor of the Association and its assigns, to allow vehicular access to Outlot H. Said easement is described as follows: All that part of Outlot G, lying Northerly of the Southerly line of Outlot H, extended easterly to the West line of Block 1, and easterly of the Westerly line of Outlot H, extended northerly to the North line of Outlot G.

2.12. Sewer Easement. Lots 8, 9, 10, 11, 12 and 13, Block 2 are subject to an easement over the following described property for sewer purposes, which easement shall be in favor of the Association for installation, maintenance and repair of utilities. The easement shall encumber all those parts of Lots 8, 9, 10, 11, 12 and 13, Block 2 which lie within ten feet (10') of either side of the following described line. Commencing at a point on the south line of Lot 13,

Block 2, 60 feet west of the southeast corner thereof, thence North 00 degrees 01 minutes 46 seconds West to a point of the south line of Lot 8, Block 2, which point is 60 feet westerly of the northeast corner of said lot; thence northeasterly to a point on the easterly extension of the north line of said Lot 8, Block 2, which point is 60 feet easterly of the northeast corner of Lot 8; -Block 2, and there terminating.

2.13. Pathway Easement. The following described parcels are subject to a pathway easement, in favor of the Association:

- A. The Westerly 12 feet of Lots 1 and 8, Block 4;
- B. The Westerly 12 feet of Lot 1, Block 3;
- C. The Westerly and Southwesterly 12 feet of Lot 8, Block 3;
- D. The Westerly 12 feet of Outlot F;
- E. All that part of Outlot E which lies within 25 feet of the North line of Outlot E;
- F. All that part of Outlot F which lies within 20 feet of the Southwest line of Outlot F; and
- G. That part of Outlot A which lies southwesterly of the following described line:
Commencing at the southeast corner of said Outlot, thence North 87 degrees 33 minutes 34 seconds 359.81 feet to the point of beginning of the line to be described: thence westerly to a point of the west line of said Outlot which point is 20 feet northerly of the southwest corner of said Outlot, .and there terminating.

2.14. Driveway Easement (1/5). Outlot E is subject to an easement in favor of the owner of Lot 1, Block 5, over the following described property: That part of Outlot E which lies 15 feet northerly of the following described line. Commencing at a point on the North line of Lot 1, Block 5, 100 feet easterly of the northwest corner of said lot; thence westerly along the north line of said lot and its westerly extension to the east line of Lilac Lane North, and there terminating.

2.15. Road Easement (15/1). Lot 15, Block 1, is subject to an easement in favor of the Association over the following described property for road and snow storage purposes: That part of Lot 15, Block 1, which lies southeasterly of the following described line: Commencing at the most easterly corner of said lot; thence southwesterly to a point on the southwest line of said lot, 10 feet northwesterly of the most southerly corner, and there terminating.

SECTION 3

COMMON ELEMENTS

3 .1. Common Elements. The Common Elements and their characteristics are as follows:

- a. The Common Elements include those parts of the Property described in Exhibit B or designated *as* Common Elements on the Plat or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.
- b. The Common Elements shall be subject to certain easements *as* described in Section 2, and to the rights of Owners and Occupants.
- c. Subject to Sections 5, 6 and 9, all maintenance, repair, replacement, management and operation of the Common Elements shall be the responsibility of the Association, including the repair and maintenance of the existing barn and Misc. farm buildings currently located on Outlot D.

- d. Common Expenses for the maintenance, repair, replacement, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.
- e. The Board of Directors shall have the right to charge a usage fee for the use of the Common Facilities located of Outlot D, when such are used for private purposes, either by a member of the Association, or a non-member

3 .2. Limited Common Elements. The Common Elements and their characteristics are as follows:

- a. The Limited Common Elements include those areas of the public right-of way and individual lots and Outlots that have landscaping, entrance monuments or pathway easements that are designated to the benefit of the Association.
- b. The Limited Common Elements shall be subject to certain easements as described in Section 2, and to the rights of Owners and Occupants.
- c. Subject to Sections 5, 6 and 9, all maintenance, repair, replacement, management and operation of the Limited Common Elements shall be the responsibility of the Association.
- d. Common Expenses for the maintenance, repair, replacement, management and operation of the Limited Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.3. Notice of permanent Farmland / Open Space. It is the intention of the Declarant that title to Outlots A, E and G shall be retained by Declarant and they, along with Outlots C, F and D, will be subject to a conservation easement in favor of the Minnesota Land Trust, a Minnesota non-profit corporation, which shall be filed with the Washington County Recorder. These Outlots shall be used for community supported agriculture, horticulture, nursery, prairie, open space purposes, and any other uses that are consistent with the Conservation Easement. These uses shall include the right of the Declarant or the community supported agricultural group to maintain a roadside sales facility for the produce grown in the area, so long as all applicable municipal regulations are complied with.

3.4. Right of First Refusal. Declarant hereby grants to the Association a right of first refusal to purchase all or part of Outlots A, E and G. This right shall be effective in the event that the Declarant shall determine to sell or convey any parts of Outlots A, E and G to an entity or person which is not controlled by the Declarant. The term "entity or person which is not controlled by the Declarant" shall mean any person that is not part of the immediate family of the Robert E. Engstrom, President the Declarant or any entity, recognized by Minnesota law, in which Robert E. Engstrom does not hold any type of ownership interest, whether directly or indirectly, including, but not limited to ownership of stock, partnership interest or other financial interest. This obligations under this right of first refusal shall commence upon the receipt of a purchase agreement, executed by both the Declarant, its successors or assigns, and notice of the receipt of such purchase agreement to the Association. The Association shall have 30 days after the receipt of notice to give notice to the Declarant of its intention to purchase the property or to waive its right to purchase. If no notice is given by the Association to Declarant within said 30 days, the Association shall be deemed to have waived its rights under this provision and Declarant may conclude the sale to the third party. In the event the Association determines it desires to purchase the property, the

Association shall enter into a purchase agreement under the same terms, and conclude the sale in a timely manner.

SECTION 4

ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association, and the allocation to each Lot of a portion of the votes in the Association and a portion of the Common Expenses of 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, all such Persons shall be members of the Association, but multiple ownership of a Lot shall not increase the voting rights allocated to such Lot nor authorize the division of the voting rights.

4.2. Voting and Common Expenses. Voting rights and Common Expense obligations are allocated equally among the Lots; except that special allocations of Common Expenses shall be permitted as provided in Section 6.1.

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. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4. Authority to Vote. The Owner, or some natural person that has been designated to act *as proxy* on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Lot at meetings of the Association; provided, that if there are multiple Owners of a Lot, only the Owner or other Person designated pursuant to the provisions of the By-Laws may cast such vote.

4.5 Additional Users of Common Constructed Wetlands Wastewater Management System. The Board shall have the right to allow three additional residential properties, along with the improvements which are located on, or to be located on, Outlots D and A, to connect to the common constructed wetlands wastewater management system which is to be constructed, upon agreement with each such party that they will be subject to all of the rules and regulations which relate to the use of the common constructed wetlands wastewater management system (*as an Owner would be*), including but not limited to the ability of the Association to assess such other property owners all costs and expenses associated with the operation and maintenance of the common wastewater management system, and to impose all penalties which the Association would be allowed to impose against any Owner under this Declaration.

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 and the Property shall be governed by the Governing Documents, the Rules and Regulations, and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act and the statute under which it is incorporated. 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 and the Rules and Regulations (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible and (iii) preserving the value and architectural uniformity and character of the Property.

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, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.

5.4. **By-Laws.** The Association shall have By-Laws. The By-Laws and any amendments thereto 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; provided, however, that 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 or the Act. 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, as determined by the Board.

SECTION 6

ASSESSMENTS FOR COMMON EXPENSES

6.1. **General.** Assessments for Common Expenses shall be determined and assessed against the Lots by the Board, in its discretion; subject to the limitations set forth in Sections 6.2 and 6.3, and the requirements of the By-Laws. Assessments for Common Expenses shall include annual assessments and may include special assessments. Assessments shall be allocated among

the Lots according to the Common Expense allocations set forth in Section 4.2., subject to the following qualifications:

- a. Any Common Expense or portion thereof benefiting fewer than all of the Lots may be assessed exclusively against the Lots benefited, on the basis of (i) equality, (ii) square footage of the area being maintained, repaired or replaced, or (iii) the actual cost incurred with respect to each Lot. Provided however, the Association shall be responsible for all maintenance costs involving the "common green" area and road located on Oudot D.
- b. The Association may contract with any Owner to perform lot maintenance services on individual Lots. Such services may include snow removal, grass and horticultural maintenance. The costs of such maintenance performed at the request of a Lot Owner may be assessed against the Lots on which the contract work was performed.
- c. Reasonable attorneys fees and other costs of 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.
- d. Fees, charges, late charges, fines and interest may be assessed *as* provided in Section 14.
- e. Assessments levied under Section 515B.3-116 of the Act to pay a judgment against the Association may be levied only against the Lots existing at the time the judgment was entered, in proportion to their Common Expense liabilities.
- f. If any damage to the Common Elements or another Lots 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.
- g. If any installment of an assessment becomes more than 30 days past due, then the Association may, upon 10 days written notice of the Owner, declare the entire amount of the assessment immediately due and payable in full.
- h. If Common Expense liabilities are reallocated for any purpose authorized by the Act, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.
- i. Assessments under Subsections 6. 1.a-h shall not be considered special assessments as described in Section 63.

6.2. Annual Assessments. Annual assessments shall be established and levied by the Board, subject only to the limitations set forth in Section 6.2 and 6.3. Each annual assessment shall cover all of the anticipated Common Expenses of the Association for that year. An assessment shall provide, among other things, for contributions to a separate reserve fund sufficient to cover the periodic cost of maintenance, repair and replacement of the Common Elements and those parts of the Lots for which the Association is responsible.

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- a. Until a Common Expense assessment is levied, Declarant shall pay all accrued expenses of the common interest community.
- b. After a Common Expense-assessment is levied, the annual assessment may be subsequently increased by the Board, subject to Section 6.2.c.
- c. Until the termination of the period of Declarant control described in Section 14.6, the increase in the annual assessment for any year shall not exceed the greater of (i) the increase in the U.S. Department of Labor Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items for the prior year; or (ii) 5% of the total annual assessment for the Association's previous fiscal year, unless such increase is approved by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 days in advance of the meeting.
- d. The initial Annual Assessment shall be \$525.00, and shall commence on January 1, 1998.

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 for the purpose of defraying in whole or in part (i) the cost of any foreseen or unbudgeted Common Expense, (ii) general or specific reserves for maintenance, repair or replacement, and (iii) the maintenance, repair or replacement of any part of the Property, and any fixtures or other property related thereto. Notwithstanding the foregoing, any special assessment shall be subject to approval by the vote of a majority of those Owners voting, in person or by proxy, at a meeting called for that purpose. Written notice of the meeting shall be sent to all Owners not less than 21 days nor more than 30 days in advance of the meeting.

6.4 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, subject to the alternative assessment program described in Section 6.6. The Owner at the time an assessment is payable with respect to the Lot shall be personally liable for the share of the Common Expenses assessed against such Lot. 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 his or her share of Common Expenses 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. The Association may invoke the charges, sanctions and remedies set forth in Section 13, in addition to any remedies provided elsewhere in the Governing Documents, the Rules and Regulations, or by law, for the purpose of enforcing its rights hereunder.

6.5. Declarant's Alternative Assessment Program. The following alternative assessment program is established pursuant to Section 515B.3-115(a)(2) of the Act. Notwithstanding anything to the contrary in this Section 6, if a Common Expense assessment has been levied, any Lot owned by Declarant for initial sale shall be assessed at the rate of 25 % of the assessment levied on other Lots of the same type until a certificate of occupancy has been issued with respect to the Declarant's Lot by the municipality in which the Lot is located. This reduced assessment shall apply to each Lot owned by Declarant at the time that the Lot is created, and shall continue with respect to the Lot until the certificate of occupancy is issued for that Lot. There are

no assurances that this alternative assessment program will have no effect on the level of services for items set forth in the Association's budget.

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 Section 515B.3-102(a)(10), (11) and (12) of the Act are liens, and are enforceable as assessments, under this Section. Recording of the Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required.

6.7. Foreclosure of Lien: Remedies. A lien for Common Expenses may be foreclosed against a Lot under the laws of the State of Minnesota (i) by action, or (ii) by advertisement as a lien under a mortgage containing a power of sale. 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, 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 under this Section 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. Notwithstanding the foregoing, if (i) a first mortgage on a Lot is foreclosed, (ii) the first mortgage was recorded on or after June 1, 1994, and (iii) no Owner redeems during the Owner's period of redemption provided by Chapters 580, 581, or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Lot subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-115(a), (h)(1) to (3), (i), and (1) of the Act which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption.

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 satisfied. 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

RESTRICTIONS ON USE OF PROPERTY

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 Act or 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 and the Act, 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. **Subdivision Prohibited.** Except as permitted by the Act, no Lot nor any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all secured parties holding first mortgages on the Lots.

7.3. **Residential Use.** The Lots shall be used by Owners and Occupants and their guests exclusively as private, single family residential dwellings, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 7.4. Any lease of a Lot (except for occupancy by guests with the consent of the Owner) for a period of less than 7 days, or any occupancy which includes any services customarily furnished to hotel guests, shall be presumed to be for transient purposes. Each Dwelling shall have a garage sufficient to accommodate at least two cars and additional on-site parking for an addition 2 cars.

7.4. **Business Use Restricted.** Home office and business activities are permitted to the extent that they are compatible with a residential neighborhood and comply with all local zoning ordinances. The Board of Directors shall have the right to restrict home office and/or business activities that create an excessive traffic flow in the area, or that create outside storage of vehicles, equipment or materials for business purposes.

7.5. **Leasing.** Leasing of Lots shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) that no Lot shall be leased for transient or hotel purposes, (ii) that no Lot may be subleased, (iii) that all leases shall be in writing, and (iv) that all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act, and (v) that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Lots , consistent with this Section.

7.6. **Parking.** Garages and parking areas on the Property shall be used only for parking of vehicles owned or leased by Owners and Occupants and their guests, and such other incidental uses as may be authorized in writing by the Association. The use of garages, driveways and other parking areas on the Property, and the types of vehicles and personal property permitted thereon, shall be subject to regulation by the Association, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property.

7.7. **Animals.** The Board shall have the exclusive authority to prohibit, or to allow and regulate, by Rules and Regulations, the keeping of animals on the Property. The word "animal" shall be construed in its broadest sense and shall include all living creatures except humans. Common household pets may be kept, provides that they are not kept, bred or maintained for any commercial purpose. Cats must be kept on a lease or restrained within a confined area when outside the home or garage. Dogs must be kept under voice control or kept on a lease or restricted within a confined area when outside the home or garage.

7.8. **Quiet Enjoyment; Interference Prohibited.** All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Lots, and shall use the Property in such a manner *as* will not cause a nuisance, nor unduly restrict, interfere with or impede the use and enjoyment of the Property by other Owners and Occupants and their guests. The following, in addition to others that the Association may prescribe by way of Rules and Regulation shall apply to all Lots: No clothes line or drying yards or pet control lines shall be permitted unless concealed by

hedges or screening acceptable to the Board of Directors. No weeds, or other unsightly growths shall be permitted to grow or remain upon the premises. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain any where thereon. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. The outside storage of an unlicensed motor vehicle, campers, snowmobiles, boats and any other vehicle with a gross vehicle weight in excess of 7000 pounds, upon the premises shall also be considered a nuisance. No semi-tractors, trailers or other types of large commercial trucks or buses shall be allowed.

7.9. Fences, Walls and Hedges. Boundary walls and fences are inconsistent with the intended plan of development for the Property. No wall or fence shall be constructed or hedge planted on any Lot until the height, type, design, and location have been approved in writing by the Board of Directors. Under no circumstances shall a boundary wall, fence or hedge be permitted with a height of more than six (6) feet. The height or elevation of any wall, fence or hedge shall be measured from the existing elevations on the property at or along the applicable point or lines. Any question as to such heights may be completely determined by the Board of Directors. The height limitations *as* set forth in this paragraph shall not be applicable to tennis court enclosures, provided such enclosures have been approved by the Board of Directors. A refusal by the Board of Directors to allow or permit a fence, wall or hedge (including tennis court enclosures and swimming pool fences) on any particular Lot or in any particular location shall not be construed to be an abuse of discretion.

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

7.11. Alterations. Except for those made by Declarant in consideration of its initial sale of a Lot, no alterations, changes, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "alterations") shall be made, or caused or allowed to be made, by any Owner or Occupant, or their guests, in any part of the Common Elements, or in any part of the Lot which affects the Common Elements or another Lot, without the prior written authorization of the Board, or a Board of Directors appointed by it, *as* provided in Section 8. The Board shall have authority to establish reasonable criteria and requirements for alterations, and shall be the sole judge of whether the criteria are satisfied.

7.12. 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 into separate time periods, is prohibited.

7.13. Access to Lots. In case of emergency, all Lots are subject to entry, without notice and at any time, by an officer or member of the Board of the Association, by the Association's Management agents or by any public safety personnel. Entry is also authorized for maintenance purposes under Section 9 and for enforcement purposes under Section 13.

7.14. Storage Tanks. No permanent storage tanks of any kind shall be erected, placed or permitted on any Lot unless buried or effectively screened from view outside the Lot.

7.15. **Temporary Structures.** No structure of temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

7.16. **Auxiliary Structures.** No detached dog kennels, runs or enclosures shall be permitted unless design and location of same shall be approved by the Board of Directors. No detached storage buildings shall be permitted except those approved by the Board of Directors as conforming in design and appearance to the dwelling.

7.17. **Driveways.** Driveways must be constructed of concrete, bituminous or other hard surface material. Material and installation shall be subject to approval of the Board of Directors. Driveways must be installed within one year of the date a Certificate of Occupancy issued for any dwelling constructed upon a Lot.

7.18. **Exterior Lighting.** All exterior lighting fixtures and standards shall be shown on submitted plans and shall comply with the overall lighting plan of the Declarant. All forms of exterior lighting shall be subject to approval of the Board of Directors.

7.19. **Exterior Ornaments.** Exterior ornaments, including but not limited to, precast concrete, plastic or wood figurines, wishing wells and windmills shall be prohibited unless approved by the Board of Directors prior to installation or construction.

7.20. **Antennas.** Except with the prior written approval and authorization of the Board of Directors, no satellite dishes over 24" in diameter, no exterior television or radio antenna of any sort shall be placed, allowed or maintained upon any portion of a Lot or the improvements or structures located thereon.

7.21. **Completion of Construction of Improvements.** All construction work shall, upon approval of plans by the Board of Directors, be carried on with dispatch; all improvements shall be constructed in conformity with the then existing building codes of The City of Lake Elmo, Minnesota; and all building plans shall be prepared by or under the supervision of a registered architect, a builder or a qualified design professional.

7.22. **Minimum landscape plan.** Each Owner is required to submit a landscape plan for approval. Owners shall be responsible for the maintenance or enhancement of natural plantings. In addition, all lots must be sodded, seeded or mulched within 60 days after substantial completion of the Dwelling except those Dwellings completed from November to March of each year shall have until the following June to complete the minimum landscape plan. Should an Owner fail to respect these duties, the Association reserves the right to seed, sod or plant an area and levy against such Lot for the costs incurred by the Association. All Lots shall be subject to easements over and across such premises to permit the Association to carry out the work described herein.

7.23. **Mailboxes.** Each Owner shall maintain a mailbox of the design and type initially installed by the Declarant or as on file with the Association. The mailboxes shall be on the public right-of-way, and may be located in groups of two (2) or more. The Association reserves the right to levy an Individual Lot Maintenance Assessment against a Lot, pursuant to the provisions of Article 6 hereof, should an Owner fail to maintain the mailbox.

7.24. **Maintenance and Repair.** In order to preserve the uniform and high-standard appearance of the Property, each Owner undertakes responsibility for maintenance and repair of the exterior of his Dwelling private yard area and private driveway on the Lot. Such responsibility for maintaining the Lot and improvements thereon shall include, but not be limited to the following: the maintenance and repair of exterior surfaces of all buildings on the Lot, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance or repair of roofs, gutters, downspouts and overhangs, the maintenance and repair of

exterior windows and doors, necessary painting, staining and repair of patio structures; in maintaining a Lot an Owner shall be required to mow, trim, water or otherwise care for grass, trees or other plants located on a Lot and shall be required to remove snow from the private driveways, parking areas and walkways to the Dwelling. Maintenance, painting and construction shall be in the original colors and materials, or according to approved color boards on file with the Association.

7.25. Natural Planting Areas. Natural Planting Areas, as defined herein, must cover 50% or more of each lot which is greater than 4/10 of an acre, excluding the buildings and hard surface areas such as patios and driveways. Areas that adjoins designated wetlands or natural drainage swales shall be a low maintenance filter strip of grasses or vegetation and ground cover mulches.

7.26. Exception. There currently exist various farm buildings on Lot 14, Block 1, which notwithstanding anything to the contrary in this Section, may be improved and used for agricultural purposes, storage of farm equipment or any other activities related to the Community Supported Agricultural activities in the area if deemed necessary or desirable by the Owner of Lot 14, Block 1.

7.27. Existing Homestead. There currently exists a homestead on Lot 1, Block 2, which shall be allowed to continue to exist and be used in its current condition for a period of three (3) years from the execution of this document. Prior to the end of that three (3) year period, the building shall be demolished or the subject of a complete exterior renovation so that the remodeled or new structure shall have an exterior style which, in the opinion of the Board., will match the "rural" setting and style of the area. The Declarant shall be responsible for all work and expenses required by this paragraph.

SECTION 8

ARCHITECTURAL CONTROL

8.1. Restrictions on Initial Improvements. The following restrictions and requirements shall apply to all initial improvements on the Property:

- a. Except *as* expressly provided in this Section 8, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Lot which is visible on the Lot (collectively referred to as "alterations"), shall be commenced, erected or maintained on a Lot, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the improvements and/or alterations shall have been approved in writing by the Board of Directors. Notwithstanding the foregoing, Declarant' s written consent shall also be required for alterations until Declarant no longer owns any unsold Lot and has no further rights to add Additional Real Estate to the Property, but in no event longer than 5 years from the date of this document.
- b. The criteria for approval shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography, (ii) comparable or better quality of materials as used in existing improvements, (iii) ease of maintenance and repair, (iv) adequate protection of the Property, the Association, Owners and Occupants

from liability and liens arising out of the proposed alterations, and (v) compliance with governmental laws, codes and regulations.

- c. As part of the initial improvements to any Lot, each owner shall be required to plant at least ten (10) One and one-half (1 1/2) caliper inch trees on the Lot.

8.2. Review Procedures. The following procedures shall govern requests for alterations under this Section:

- a. Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board of Directors at least thirty (30) days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.
- b. The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within thirty (30) days after receipt of said plans and specifications and all other information requested by the Board of Directors, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as the alterations are done in accordance with the plans, specifications and related information which were submitted.
- c. If no request for approval is submitted, approval is denied, unless (i) the alterations are reasonably visible and (ii) no written notice of the violation has been given to the Owner in whose Lot the alterations are made, by the Association or another Owner, within six months following the date of completion of the alterations. Notice may be direct written notice or the commencement of legal action by the Association or an Owner. The Owner of the Lot in which the alterations are made shall have the burden of proof, by clear and convincing evidence, that the alterations were completed and reasonably visible for at least six months following completion and that the notice was not given.

83. Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Lot and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Lot and to restore any part of the Dwelling or Lot to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Lot.

SECTION 9 MAINTENANCE

9.1. Maintenance by Association. The Association shall provide for all maintenance, repair or replacement (collectively referred to as "maintenance") of the Common Elements. The Association shall also provide for all lawn maintenance, shrub maintenance and snow removal from Lots 2 through 7 inclusive, Block 2. All such maintenance costs incurred for Lots 2 through 7 inclusive, Block 2, shall be assessed to such lots pursuant to Section 6. Additionally, the

Association shall be responsible for all maintenance required on any and all pathway easements which benefit the Association.

9.2. Optional Maintenance by Association. In addition to the maintenance described in this Section the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional exterior maintenance to the Lots or Dwellings, or maintenance of water and sewer systems within the Lots.

9.3. Maintenance by Owner. Except for any maintenance to be provided by the Association under Section 9.2, all maintenance of the Dwellings and Lots shall be the sole responsibility and expense of the Owners thereof. The Association may require that any exterior maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association. The Association may also undertake any exterior maintenance which the responsible Owner fails to or improperly performs and assess the Lot and the Owner for the cost 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 of any part of the Property or Additional Real Estate, 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 (and enter upon any Lot to do so), and the cost thereof may be assessed against the Lot of the Owner responsible for the damage.

SECTION 10

INSURANCE

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

- a. Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of any improvements constructed on the Common Elements, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverage's and limits with respect to the foregoing and other hazards *as may be required* from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Lot. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, insurer or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverage's or endorsements in effect.

- b. Comprehensive public liability insurance covering the use, operation and maintenance of the Common Elements, with minimum limits of \$1,000,000 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 Common Elements. 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 policy shall include such additional endorsements, coverage's and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Lot.
- c. Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, manager, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the Board or required by the regulations of the FHA or FNMA as a precondition to the purchase or financing of a mortgage on a Lot. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing of a mortgage on a Lot, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Lot plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.
- d. Workers' Compensation insurance as required by law.
- e. Directors and officers liability insurance with such reasonable limits and coverage's as the Board shall determine from time to time.
- f. 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 assessed and paid as a Common Expense.

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) as trustee for the benefit of the Owners and secured parties, including Eligible Mortgagees, which suffer loss. 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. Waivers of Subornation. All policies of insurance shall contain waivers of subrogation by the insurer against the Association, or an Owner, members of the Owner's household, officers or directors, as applicable, and, if available, waivers of any defense based on co-insurance or of invalidity from any acts of the insured.

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 canceled or substantially modified, for any reason, without at least 30 days priors, written

notice to the Association, to the FHA or FNMA (if applicable), all of the insureds and all Eligible Mortgagees.

10.6. Restoration of Lieu of Cash Settlement. All policies 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 or their Eligible Mortgagees.

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 or Eligible Mortgagee, 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

RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

11.1. Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the improvements to the Common Elements following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the improvements to the Common Elements as initially constructed and subsequently improved, unless changes are authorized by the Board of Directors.

11.2. Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided, that notice shall be given pursuant to Section 17.9. Eligible Mortgagees shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, *as* their interests may appear.

11.3. Notice. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to a Eligible Mortgagee pursuant to Section 17.9.

SECTION 12

WASTEWATER MAINTENANCE AND MANAGEMENT

Each Lot in the Property is, or will be served by a common constructed wetlands wastewater management system, located on Outlot H, The Fields of St. Croix, which is owned by the Association. The Association shall own and maintain the constructed wetlands wastewater treatment system in accordance with principals of good environmental management. (The constructed wetland provides superior treatment to other forms of wastewater disposal typically

used for rural residential areas. The system consists of a collection network of sewers serving each home, septic tanks for skimming and settling waste, two primary wetland treatment cells and two secondary disposal cells.) Maintenance and use of the system requires that Owners use caution and the Association have specific duties and responsibilities. The duties and responsibilities of the Association with regard to the constructed wetlands wastewater treatment system shall include, but not be limited to:

A. Annual pumping and appropriate maintenance of any and all septic tanks constructed and / or maintained in connection with the constructed wetlands wastewater treatment system;

B. Contracting with a maintenance firm to provide collection and treatment system maintenance. The Association, shall at all times, have a contract with a maintenance firm for system maintenance;

C. Maintaining the natural vegetation in the treatment system to avoid nuisance plants and other materials which are detrimental to the operation of the system;

D. To prevent damage to the treatment system by construction activities, vehicle traffic any other activity which may interfere with the proper functioning of the constructed wetlands wastewater treatment system;

E. Maintain proper insurance which will allow for reconstruction of the system if necessary and to deal with any and all liability issues which may arise.

F. Proper compliance with all maintenance obligations which are imposed as a result of any permits which are required to maintain the constructed wetlands wastewater treatment system, including, but not limited to the initial MPCA permit and any amendments thereto.

G. Disposal of hazardous waste products in the constructed wetlands wastewater treatment system are prohibited. Each Owner must refrain from disposing of solvents, antifreeze, paints oils and other chemicals.

H. Notwithstanding other terms contained in this Declaration, the terms and provisions of this section may not be amended in any manner without the written consent of the City of Lake Elmo.

SECTION 13

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 provisions of the Act, the Governing Documents, the Rules and Regulations, the decisions of the Association, and such amendments thereto as may be made from time to time. 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 and the Act.

13.1. 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 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 Rules and Regulations or the Act, as a measure to enforce such Owner's position, or for any other reason.

13.2. **Sanctions and Remedies.** In addition to any other remedies or sanctions, 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, the Rules and Regulations or the Act:

- a. Commence legal action for damages or equitable relief in any court of competent jurisdiction.
- b. Impose late charges of up to the greater of \$20, or 15% of the amount due, for each past due assessment or installment thereof, and interest at up to the highest rate permitted by law.
- c. In the event of default of more than 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, together with all costs of collection and late charges, are not paid in full prior to the effective date of the acceleration. Reasonable advance written notice of the effective date of the acceleration shall
- d. Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations of the Association.
- e. Suspend the voting rights of any Owner during such period in which the Owner is in violation of the Governing Documents, the Rules and Regulations or the Act.
- f. Restore any portions of the Common Elements or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by any Owner or Occupant or their guests in violation of the Governing Documents, 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 in the Lot which is causing the violation; provided, that any improvements which are a part of a Lot 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 for the foreclosure of mortgages by action or under a power of sale in the state where the Property is located.

133. **Rights to Hearing.** In the case of imposition of any of the remedies authorized by Section 13.2.d., e., f. or g. of this Section, the Board shall, upon written request of the offender, grant to the offender a fair and equitable hearing as contemplated by the Act. The

offender shall be given notice of the nature of the violation and the right to a hearing, and at least 10 days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty days of receipt of the hearing request by the Board, and with at least 10 days prior written notice to the offender. If the offending Owner fails to appear at the hearing then the right to a hearing shall be 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 days following the hearing, if not delivered to the offender at the hearing.

13.4. Lien for Charges, Penalties Etc. Any assessments, charges, fines, 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 gives written notice 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 right to pursue any others.

13.5. 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.

13.6. 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.

13.7. 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, the Rules and Regulations, and the Act as provided therein.

SECTION 14

SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following special Declarant rights within the meaning of Section 515B.1-103 (31) of the Act for as long as it owns a Lot, or for such shorter period as may be specifically indicated:

14.1. Complete Improvements. To complete all the Lots and other improvements indicated on the Plat, or otherwise included in Declarant's development plans or allowed by the Declaration, and to make alterations in the Lots and Common Elements to accommodate its sales facilities;

14.2. **Add Additional Real Estate.** To add Additional Real Estate to the Property as described in Section 15.

14.3. **Sales Facilities.** To construct, operate and maintain a sales office, management office, and other development and sales facilities within the Common Elements and any Lots owned by Declarant from time to time, located anywhere on the Property.

14.4. **Signs.** To erect and maintain signs and other sales displays offering the Lots for sale, in or on any Lots owned by Declarant and on the Common Elements;

14.5. **Easements.** To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements for the purpose of exercising its special Declarant rights;

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 pursuant to Section 515B.3-103 of the Act, until the earliest of: (i) voluntary surrender of control by Declarant, (ii) an Association meeting which shall be held within 60 days after conveyance to Owners other than a Declarant of 75 % of the total number of Lots authorized to be included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Lot to an Owner other than a Declarant. Notwithstanding the foregoing, the Owners other than a Declarant shall have the right to nominate and elect not less than 33 1/3% of the directors at a meeting of the Owners which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Lots authorized to be included in the Property.

14.7. **Consent to Certain Amendments.** As long as Declarant owns any unsold Lot for sale, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations which directly or indirectly affects or may affect Declarant's rights under the Governing Documents or the Act.

SECTION 15

RIGHTS TO ADD ADDITIONAL REAL ESTATE

Declarant hereby expressly reserves the right to add the Additional Real Estate to the Property, by unilateral action under Section 515B.2-111 of the Act, subject to the following conditions:

- a. The right of Declarant to add the Additional Real Estate to the common interest community shall terminate ten (10) years after the date of recording of this Declaration or upon earlier express written withdrawal of such right by Declarant or a successor Declarant, unless extended by a vote of the Owners pursuant to Section 515B.2-106(2) of the Act. There are no other limitations on Declarant's rights hereunder, except as may be imposed by law.
- b. The Additional Real Estate is described in Exhibit C. The Additional Real Estate may be added to the Property in parcels consisting of one or more platted lots, or portions thereof.
- c. There are no assurances as to the times at which all or any part of the Additional Real Estate will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. Declarant is under no obligation to add the Additional Real Estate to the Property, and

the Additional Real Estate may be developed by Declarant or its successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.

- d. The maximum number of Lots that may be created within the Additional Real Estate described as such on the date of this Declaration is 75. All Lots created on the Additional Real Estate shall be restricted exclusively to residential use.
- e. Any Lots, including Dwellings and other structures, created upon the Additional Real Estate, when and if added, shall be compatible with the other Dwellings, Structures and Lots which are part of the Property in terms of architectural style, quality of construction, principal materials employed in construction and size; subject (i) to any changes required by governmental authorities or lenders and (ii) to any interior and minor exterior changes made by Declarant to meet changes in the market.
- f. All covenants and restrictions contained in this Declaration affecting the use, occupancy and alienation of Lots shall apply to all Lots created on the Additional Real Estate.
- g. The statements made in Subsections c through f above shall not apply to any Additional Real Estate which is not added to the Property.

SECTION 16

AMENDMENTS

This Declaration may be amended by the consent of (i) Owners of Lots to which are allocated at least sixty-seven percent (67%) of the votes in the Association, (ii) the percentage of Eligible Mortgagees (based upon one vote per first mortgage owned) required by Section 17 as to matters prescribed by said Section and (iii) the consent of Declarant to certain amendments as provided in Section 14.7. Consent of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the By-Laws. Consents of Eligible Mortgagees and the Declarant shall be in writing. Any amendment shall be subject to any greater requirements imposed by the Act. The Amendment shall be effective when recorded as provided in the Act. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing agreements or consents, shall be adequate evidence thereof for all purposes, including without limitation, the recording of the amendment.

SECTION 17

RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, and subject to any greater requirements of the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

17.1. Consent to Certain Amendments. The written consent of Eligible Mortgagees representing at least fifty-one percent (51 %) of the Lots that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per first mortgage owned) shall be required for any amendment to the Governing Documents which causes any change in the following: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than 25%,

assessment liens, or priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vi) redefinition of any Lot boundaries; (vii) convertibility of Lots into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property; (ix) hazard or fidelity insurance requirements; (x) leasing of Lots; (xi) imposition of any restrictions on the leasing of Lots; (xii) if the common interest community consists of 50 or more Lots, a decision by the Association to establish self management when professional management is in effect *as* required previously by the Governing Documents or by an Eligible Mortgagee; (xiii) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xiv) any action to terminate the legal status of the common interest community after substantial destruction or condemnation occurs; or (xv) any provisions that expressly benefit mortgage holders, or insurers or guarantors of mortgages. Notwithstanding the foregoing, implied approval of a proposed amendment shall be assumed when an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after it receives proper notice of the proposal, provided that the notice was delivered by certified mail with a return receipt requested.

17.2. Consent to Certain Actions. The written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Lots that are subject to first mortgages (based upon one vote per first mortgage owned) shall be required to abandon or terminate the common interest community, subject to any greater requirements contained in the Act.

173. Consent to Subdivision. No Lot may be partitioned or subdivided without the prior written approval of the Owner and Eligible Mortgagee thereof, and the Association.

17.4.. No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Lot shall not be subject to any right of first refusal or similar restrictions.

17.5. Priority of Lien. Any holder of a first mortgage on a Lot or any purchaser of a first mortgage at a foreclosure sale, that comes into possession of a Lot by foreclosure of the first mortgage or by deed or assignment in lieu of foreclosure, takes the Lot free of any claims for unpaid assessments or any other charges or liens imposed against the Lot by the Association which have accrued against such Lot prior to the acquisition of possession of the Lot by said first mortgage holder or purchaser; (i) except as provided in Section 6.7 and the Act and (ii) except that any unpaid assessments or charges with respect to the Lot may be reallocated among all Lots in accordance with their interests in the Common Elements.

17.6. Priority of Taxes and Other Charges. All taxes, assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Lots and not to the Property as a whole.

17.7. Requirements - Management Agreements. The term of any agreement for professional management of the Property may not exceed two (2) years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party, (i) with cause upon thirty (30) days prior written notice, and (ii) without cause upon ninety (90) days prior written notice.

17.8. Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred twenty (120) days of the end of the Association's fiscal year. If a request is made by FNMA or any institutional guarantor or insurer of a mortgage

loan against a Lot, for an audit of the Association's financial statements for the preceding year, the Association shall cause an audit to be made and deliver a copy to the requesting party.

17.9. Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a mortgage on a Lot, and the Lot number or address, the holder, insurer or guarantor shall be entitled to timely written notice of:

- a. a 60 day delinquency in the payment of assessments or charges owed by the Owner of a Lot on which it holds a mortgage;
- b. a proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 18

MISCELLANEOUS

18.1. 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 instrument or exhibits.

18.2. 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.

18.3. Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant written notice of such tender, the specific nature of the action and an opportunity to defend against the action.

18.4. 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 of Directors, 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.

18.5. Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Declaration, the By-Laws or any Rules or Regulations approved by the Association, the Act shall control. As among the Declaration, By-Laws and Rules and Regulations, the Declaration shall control, and *as* between the By-Laws and the Rules and Regulations, the By-Laws shall control.

iN WITNESS WHEREOF, the undersigned has caused this document to be executed the day and year first mentioned above.

Robert Engstrom Companies


 5=2

Robert E. Engstrom President

STATE OF MINNESOTA)

) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 2-1 day of O^w (= 1997, by Robert E. Engstrom, President of Robert Engstrom Companies, a Minnesota Corporation, on behalf of the corporation.



Drafted By:
Timothy A. Netzell
Attorney at Law
2121 Cliff Drive
Suite 100
Eagan, MN 55122

EXHIBIT "A"
(THE PROPERTY)

Lots 2 through 17 inclusive, Block 1;
Lots 1 through 13, Block 2;
Lots 1 through 8, Block 3;
Lots 1 through 8 inclusive, Block 4;
all in The Fields of St. Croix

EXHIBIT "B"
(COMMON ELEMENTS)

Outlots C, D, F and H
all in The Fields of St. Croix

EXHIBIT "C"
(ADDITIONAL REAL ESTATE)

Parcel #1: That part of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 12, Township 29 North, Range 21 West, which lies Northwesterly of State Trunk Highway No. 5;

Parcel #2: That part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 12, Township 29 North, Range 21 West, which lies Northwesterly of State Trunk Highway No. 5 and which lies Northeasterly of Tract B, Registered Land Survey No. 61;

Parcel #3: The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 29 North, Range 21, West;

all in Washington County, Minnesota.

**EXHIBIT "A"
(THE PROPERTY)**

151
+ 133
Lots 2 through 17 inclusive, Block 1; '-
Lots 1 through 13, Block 2;
-Lots 1 through 8, Block 3;
L, Lots 1 through 8 inclusive, Block 4; -
all in The Fields of St. Croix

**EXHIBIT "B"
(COMMON ELEMENTS)**

Outlots C, D, F and H
all in The Fields of St. Croix

**EXHIBIT "C"
(ADDITIONAL REAL ESTATE)**

Parcel #1: That part of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 12, Township 29 North, Range 21 West, which lies Northwesterly of State Trunk Highway No. 5;

Parcel #2: That part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 12, Township 29 North, Range 21 West, which lies Northwesterly of State Trunk Highway No. 5 and which lies Northeasterly of Tract B, Registered Land Survey No. 61;

Parcel #3: The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 29 North, Range 21, West;

DELINQUENT TAXES AND TRANSFER ENTERED
WASHINGTON COUNTY

28

R.H.

1912
[Redacted]

Edgar, WM 22155
State Civil Drive

all in Washington County, Minnesota.

**BYLAWS OF
THE HELDS OF ST. CROIX
COMMUNITY ASSOCIATION**

ARTICLE I

NAME AND LOCATION

The name of the corporation is The Fields of St. Croix Community Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4801 West 81st Street, Suite 101, Minneapolis, Minnesota 55437 but meetings of members and directors may be held at such places within the State of Minnesota, County of Washington, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Terms used herein shall have the meanings ascribed to them in the Declaration of Covenants, Conditions and Restrictions of The Fields of St. Croix, recorded. August 25, 1997 in the office of the Recorder of Washington County, Minnesota as Document No. 943143 ("Declaration"). The terms of the Declaration are incorporated herein by reference.

ARTICLE III.

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on such date and at such place as shall be designated by the Board of Directors in a notice of annual meeting to be furnished to the Members in the manner required by law.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote twenty-five percent

(22)

(25%) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) and no more than thirty (30) days before such meeting to each member and member's mortgagee, if any, entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings for members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one-third (1/3) (rounded to the nearest whole number) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and the balance for a term of three (3) years; and at each annual meeting thereafter the members shall fill any vacancies on the Board of Directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of said predecessor.

(23)

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association.. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairperson, who shall be a member of the Board of Directors, and two (2) or more members of the Association who need not be members of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee_ shall make as many nominations for election to the Board. of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise

under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should a meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

(24)

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days, notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

THE BOARD OF DIRECTORS: POWERS, DUTIES AND RESTRICTIONS

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

(a) To adopt and publish rules and regulations governing the use of the Lots and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof; notice of any proposed rule or regulation or amendment thereto, shall be furnished to the members, and shall be deemed adopted ninety (90) days after such notice unless the Members, at a special meeting called for the purpose, vote to amend or repeal such proposed rule or regulation;

(b) To suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) To employ a manager, an independent contractor or such other employees as it deems necessary, and to prescribe their duties.

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

(25)

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) To supervise all officers, agents and employees of this Association, and see that their duties are properly performed;

(c) To as more fully provided in the Declaration:

(i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) Foreclose the lien of any assessment against any property subject thereto if such assessment is not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) To procure and maintain adequate liability and hazard insurance, consistent with provisions set forth in the Declaration;

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and in accordance with the Declaration; and

(g) To cause the Lots to be maintained in accordance with the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers.

The officers of this Association

(26)

shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, a treasurer and such other officers as the Board may from time to time by resolution create.

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

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

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

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified

therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(27)

The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such duties as required by the Board.

TREASURER

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

the members and to any First Mortgagees who shall request the same, pursuant to Article XI of the Declaration.

ARTICLE IX

COMMITTEES

Section 1. The Association shall appoint the following standing committees:

The Nominating Committee
The Maintenance Committee
The Architectural Control Committee

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

Section 2. The Nominating Committee shall have the duties and

functions described in Article V of these Bylaws and such other functions as

the Board, in its discretion, determines.

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

Section 4. The Architectural Control Committee shall have the duties and functions described in Article VI of the Declaration. It shall watch for any proposals, programs or activities which may adversely affect the residential value of Cloverdale Farm and shall advise the Board of Directors regarding Association action on such matters. The Board has final authority in matters of architectural control.

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

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

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or First Mortgagee. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and Individual Lot Maintenance Assessments

(29)

which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent if the assessment is not paid within thirty (30) days after the due date, the assessments shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may [bring an](#) action at law against the Owner personally obligated to pay same or foreclose the lien against the property, in the manner provided in the Declaration. No Owner may waive or otherwise avoid liability for the assessments provided for herein and by the Declaration by nonuse of the Common Properties or abandonment of such Owner's Lot.

ARTICLE XII

NO CORPORATE SEAL

There shall be no corporate seal.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy. The procedure to amend the Bylaws shall be: (a) the Board of Directors may propose the amendment to the Bylaws by resolution setting forth the proposed amendment and directing that it be submitted for adoption at a meeting of the members; or (b) any five (5) members may set forth the proposed amendment by petition by them subscribed, which petition shall be filed with the secretary of the Association. Notice of the meeting of the members, stating the purpose, including the proposed amendment, shall be given to each member entitled to vote on the proposed amendment, and to each officer and director regardless of his voting rights. If notice required by this clause has been given, the proposed amendment may be adopted at any meeting of members by a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE MV

DISSOLUTION

The Association may be dissolved by a vote of the members entitled to cast two-thirds (2/3) of the votes of each class of membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article XI of the Declaration and Article XV hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

ARTICLE XV

DISPOSITION OF ASSETS UPON DISSOLUTION

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created.

In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him or her under the Declaration unless made in accordance with the provisions of such Declaration.


ARTICLE XVI


MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of The Fields of St. Croix Community Association, have hereunto set our hands this

11 day of tr-
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_____ 7

Robert E. Engstrom 

(31)

_____)ss. COUNTY OF HENNEPIN)
day of _____, 1997, personally appeared before me

On this 2 - -

Phyllis R. Engstrom, to me known to be the person named in and who executed the foregoing Bylaws, and acknowledged this to be his free act and deed for the uses and purposes therein expressed.



TIMOTHY A. NETZELL
Notary Public - Minnesota
My Commission Expires 1/31/2000

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of The Fields of St. Croix Community Association, a Minnesota nonprofit corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said The Fields of St. Croix Community Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21st day of July, 1997.




exists of

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

I, Joan Anderson Growe, Secretary of State of Minnesota, do certify that: Articles of Incorporation, duly signed and acknowledged under oath, have been filed on this date in the Office of the Secretary of State, for the incorporation of the following corporation, under and in accordance with the provisions of the chapter. of Minnesota Statutes listed below.

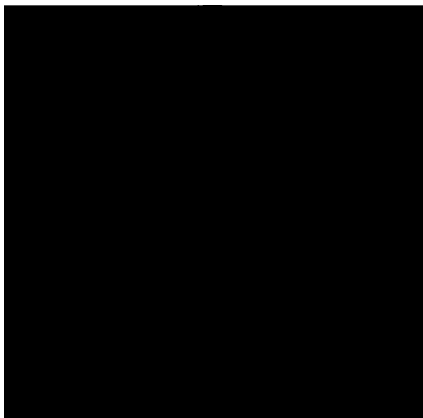
This corporation is now legally organized under the laws of Minnesota.

Corporate. Name: The Fields Of St. Croix Community Association

Corporate Charter Number: 1P-733

Chapter Formed Under: 317A

This certificate has been issued on 05/15/1997.



Joan Anderson Growe

Secretary of State.

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**ARTICLES OF INCORPORATION
OF
THE FIELDS OF ST. CROIX
COMMUNITY ASSOCIATION**

In compliance with the requirements of Minnesota Statutes, Chapter 317A the undersigned, who is a resident of the State of Minnesota and is of full age, has this day voluntarily associated for the purpose of forming a corporation not for profit and does certify:

ARTICLE I

NAME

i.

I

The name of the corporation is The Fields Of St. Croix Community Association, hereinafter called the "Association."

ARTICLE II

REGISTERED OH-ICE

The registered office of the Association is located at 4801 West 81st Sheet, Suite 101, Minneapolis, Minnesota 55437.

ARTICLE III

NO PECUNIARY GAIN TO MEMBERS

1 ■

This Association shall not afford apecuniary gain, incidentally or

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otherwise, to its members.

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ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The specific purposes for which the Association is formed are to provide for the maintenance, preservation, architectural control, and restrictions of use of The Fields Of St. Croix by owners of the Lots and common areas within that certain tract of property located in the city of Lake Elmo, County of Washington and State of Minnesota legally described on • Exhibit "A" hereto and such additions thereto as may hereinafter be brought within the jurisdiction of this Association as provided in a Declaration of Covenants, Conditions and Restrictions filed or to be filed in the office of the County Recorder and/or Registrar of Titles of Washington County, Minnesota ("Declaration"), and to promote the health, safety and welfare of the residents within the above-described property; and in fulfillment of this purpose to do the following:

(a) To exercise all of the powers and privileges and to perform all the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate and maintain, real or personal property in connection with the affairs of the Association;

(d) To participate in mergers, consolidations or contracts with other non-profit corporations organized for the same purposes, provided that such additional consent required by the Declaration is obtained; and

(e) To have and exercise any and all powers, rights and which a corporation organized under the Non-profit Corporation Act of the State of Minnesota by law may now or hereafter have or exercise consonant with the Declaration and these Articles.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage or proceedings or deed in lieu of foreclosure, and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who *is* entitled to possession of the Lot, the contract vendee shall be considered the owner of the Lot *if* (i) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (ii) the vendee shall furnish proof of such delegation to the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners or vendees referred to in Article V herein, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The sole Class B member shall be Declarant and shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

(a) When the Declarant no longer has the fee interest of a lot in The Fields of St. Croix; or

(b) December 31, 2007.

Members shall have no rights of cumulative voting. Members may vote by voice, ballot, mail or other reasonable means.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors of three (3) directors, who need not be members of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors as provided in the Bylaws are:

NAME	ADDRESS	Initial Term
Robert E. Engstrom	4801 West 81st Street, Suite 101 Minneapolis, Minnesota 55437	3 years
Paul T. Engstrom	4801 West 81st Street, Suite 101 Minneapolis, Minnesota 55437	2 years
Phyllis R. Engstrom	4801 West 81st Street, Suite 101 Minneapolis, Minnesota 55437	1 year

At the expiration of the initial terms of the Board of Directors, members shall fill vacancies on the Board of Directors for a term of three (3) years.

At the first annual meeting, the members of the Association shall elect one-third (1/3) (rounded to the nearest whole number) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years and the balance for a term of three (3) years; and at each annual meeting thereafter the members shall fill any vacancies on the Board of Directors for a term of three (3) years.

ARTICLE VIII
INCORPORATOR

The name and address of the incorporator of the Association is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert E. Engstrom	4801 W. 81st Street, Suite 101 Minneapolis, Minnesota 55437

ARTICLE IX
PERSONAL LIABILITY OF MEMBERS

The members of this Association shall not be liable for Association obligations except as provided for and authorized under the Declaration.

ARTICLE X
CAPITAL STOCK

This Association shall have no capital stock.

ARTICLE XI
DISSOLUTION

The Association may be dissolved by a vote of the members entitled to cast two-thirds (2/3) of the votes of each class of membership provided that such additional consent required by the Declaration is obtained. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. No such disposition of Association properties shall

be effective to divest or diminish any right or title of any member vested in him or her under the Declaration unless made in accordance with the provisions of such Declaration.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

ARTICLE XIII

AMENDMENTS

These Articles may be amended at a regular or special meeting of the members by a vote of seventy-five percent (75%) of each class of members present in person or by proxy, provided that such additional consent as required by the Declaration is obtained.

LNI WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Minnesota, the undersigned, constituting the incorporator of this Assodation, has executed these Articles of Incorporation this 25th day of April, 1997.

[Redacted signature]

STATE OF MENTNESOTA)

ss.

COUNTY OF HENNEPIN)

On this 25th day of A^pril, 1997, personally appeared before me Robert E. Engstrom, to me known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged this to be his free act and deed for the uses and purposes therein expressed.

JOYCE F. RASMUSSEN
NOTARY ~~rusut~~ MINNESOTA
MY COMMISSION EXPIRES
JANUARY 31, 2000

Joyce F. Rasmussen

EXHIBIT A

Forsisting Property

Lots 2 through 17 inclusive, Block 1
Lots 1 through 7, Block 2
Lots 1 through 8, Block 3
Lots 1 through 8 inclusive, Block 4
OUTLOTS C,D,F and G LOTS
all in The Fields of St. Croix
Washington County

STATE OF MINNESOTA

DEPARTMENT OF STATE

FILED

MAY 15 1997

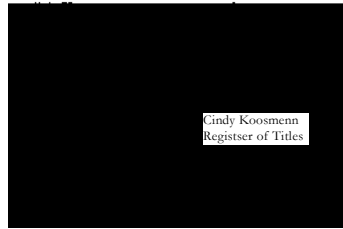
g./ &A/4x> **44.we.,**
Secretary of State



Office of the Registrar of Titles Washington County, MN

Certified filed and/or recorded on: 2000/02/28 3:54:00 PM 1089198

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THE FIELDS OF ST. cRoa COMMON INTEREST COMMUNITY NUMBER 109

THIS AMENDMENT TO THE DECLARATION FOR COMMON INTEREST COMMUNITY NUMBER 109, is made this 404 day of 1j.dirizaz, 2000, by The Fields of St. Croix Community Association, ("Association"), a Minnesota Nth-profit corporation.

WITNESSETH:

WHEREAS, Common Interest Community Number 109 was created by the filing of the Declaration for The Fields of St. Croix, a planned community under Minnesota Statutes §515B, et seq., which was filed with the Washington County Recorder on August 25, 1997, as Document Number 943143 ("Declaration"); and

WHEREAS, Section 16 of the Declaration allows for the amendment of said Declaration by the consent of Owners of Lots to which are allocated at least sixty-seven percent (67%) of the votes of the Association, and the consent of the Declarant (Robert Engstrom Companies, a Minnesota Corporation); and

WHEREAS, a vote of the Owners of the Association was held, in accordance with the I3y-Laws of the Association on the question of whether or not to allow a change to be made in the Declaration (specifically, whether Exhibit "C" to the Declaration should be changed to correct it to include all of the land which is proposed to be added to the Common Interest Community for The Fields of St. Croix 2nd Addition); and

WHEREAS, more than sixty-seven percent of the Owners authorized to vote the change to Exhibit "C" of the Declaration; and

WHEREAS, Association desires to amend said Declaration to correct the legal description of Exhibit "C" to said Declaration, and Declarant desires to consent to said amendment.

NOW THEREFORE, in consideration of the premises and all other good and valuable consideration, including the consent of the Owners authorized to vote on the matter, Exhibit "C" of the Declaration is hereby amended to read as follows:

EXHIBIT "C"

(ADDITIONAL REAL ESTATE)

Parcel #1: That part of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 12, Township 29 North, Range 21 West, which lies Northwesterly of State Trunk Highway No. 5;

Parcel #2: That part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 12, Township 29 North, Range 21 West, which lies Northwesterly of State Trunk Highway No. 5 and which lies . Northeasterly of Tract B, Registered Land Survey No. 61;

Parcel #3: The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 29 North, Range 21 West.

~~Parcel #4: All that part of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Twelve (12), Township Twenty-nine (29), Range Twenty-one (21) lying North of the center line of Minnesota Highway No. 212 described as follows: Commence at the Southwest corner of the Southeast Quarter (SE 1/4) of Section Twelve (12), Township Twenty-nine (29) North, Range Twenty-one (21) West, marked by Judicial landmark designated as Monument No. 2; thence East along the South line of Section Twelve (12) for Nine Hundred eighty-one and seventy-five hundredths (981.75) feet; thence North for Thirty-one and five-tenths (31.5) feet marked by Judicial landmark designated as Monument No. 8; thence North Sixty-nine degrees Forty-four minutes (69° 44') West for One Hundred fifteen and five-tenths (115.5) feet marked by Judicial landmark designated as Monument No. 9; thence North for Seventy-two and five-tenths (72.5) feet to the centerline of original Minnesota Highway No. 212; thence Southwesterly along the centerline of said original Minnesota Highway No. 212 for forty-six and nine-tenths (46.9) feet; thence North Fourteen degrees zero minutes (14° 00') West for Seven Hundred twenty-seven (727) feet marked by Judicial landmark designated as Monument No. 12; thence North for Three Hundred thirty (330) feet marked by Judicial landmark designated as Monument No. 13; thence West for Six Hundred sixty (660) feet to the North and South quarter line of said Section 12 marked by Judicial landmark designated as Monument No. 1; thence South along said North and South quarter line of Section (12) for One thousand one hundred eighty-eight (1188) feet to the point of beginning marked by Judicial landmark designated as Monument No. 2; Subject to easement of Minnesota Highway No. 212 as now located on said tract, INCLUDING the part thereof described as Tract B of REGISTERED LAND SURVEY No. 61;~~

EXCEPTING Tract A of the REGISTERED LAND SURVEY No. 61 filed in the office of the Registrar of Titles, Washington County, Minnesota, and subject to an easement for others over and across Tract B of Registered Land Survey No. 61.

AND ALSO EXCEPTING therefrom the following described parcel of land: Commencing at the intersection of the west line of said Southwest Quarter of the Southeast Quarter and the south line of the north 132.00 feet of said Southwest Quarter of the Southeast Quarter, thence North 88 degrees 27 minutes 18 seconds East, (Bearings are based on the Washington County Project Coordinate System), along said south line of the north 132.00 feet of the Southwest Quarter of the Southeast Quarter, a distance of 380.00 feet to the point of beginning; thence continuing North 88 degrees 27 minutes 18 seconds East, along said south line of the north 132.00 feet, a distance of 252.02 feet to its intersection with the westerly line of Tract B, REGISTERED LAND SURVEY No. 61, on file and of record in the office of the Registrar of Titles, Washington County, Minnesota; thence South 03 degrees 37 minutes 31 seconds East, along said westerly line of Tract B, a distance of 337.05 feet to an angle point in said westerly line of Tract B; thence South 14 degrees 21 minutes 32 seconds East, along a westerly line of said Tract B, a distance of 267.84 feet, thence South 88 degrees 27 minutes 18 seconds West, parallel with said south line of the north 132.00 feet of the Southwest Quarter, a distance of 323.66 feet to its intersection with a line that bears South 01 degrees 32 minutes 42 seconds East, from the point of beginning; thence North 01 degrees 32 minutes 42 seconds West; a distance of 598.00 feet to the point of beginning.

Parcel #5: All of the West Half of the Northwest Quarter of the Southeast Quarter (W 1/2 of NW 1/4 of SE 1/4), and the North One Hundred Thirty-two (132) feet of the West Half of the Southwest Quarter of the Southeast Quarter (W 1/2 of SW 1/4 of SE 1/4) of Section Twelve (12), in Township Twenty-nine (29) North, of Range Twenty-one (21) West EXCEPT the following described tract of land:

Commencing at the southwest corner of said Southeast Quarter, thence North 01 degrees 04 minutes 04 seconds West (bearings are based on the Washington County Project Coordinate System), along the west line of said Southeast Quarter, a distance of 1187.55 feet, more or less, to its intersection with the south line of the north 132.00 feet of the West Half of the Southwest Quarter of said Southeast Quarter, thence North 88 degrees 27 minutes 18 seconds East, along said south line of the north 132 feet of the West Half of the Southwest Quarter of the Southeast Quarter, a distance of 380.00 feet to the point of beginning of the parcel of land to be described; thence North 01 degrees 32 minutes 42 seconds West, at right angles to the last described line, a distance of 594.50 feet; thence North 88 degrees 27 minutes 18 seconds East, at right angles to the last described line, a distance of 250.00 feet; thence South 01 degrees 32 minutes 42 seconds East, at right angles to the last described line, a distance of 594.50 feet to its intersection with said south line of the north 132.00 feet of the West Half of the Southwest Quarter of the Southeast Quarter, thence South 88 degrees 27 minutes 18 seconds West, at right angles to the last described line, along said south line of the north 132 feet of the West Half of the Southwest Quarter of the Southeast Quarter, a distance of 250.00 feet to the point of beginning, together with an easement for ingress and egress over the following described tract of land:

Commencing at the South quarter corner of Section Twelve (12), Township 29N, Range 21W, Washington County, Minnesota; thence North along the North-South quarter section line of said Section 12 for 1188.0 feet to the Southwest corner of the North 132 feet of the West half of the Southwest Quarter of the Southeast Quarter of said Section 12; thence East along the South line of



said North 132 feet of the West half of the Southwest Quarter of the Southeast Quarter for 630 feet to the point of beginning of this description; thence continuing East along said South line of North 132 feet of the West half of the Southwest Quarter of the Southeast Quarter (W 1/2 of SW 1/4 of SE 1/4) for 30 feet, thence North at right angles for 244.5 feet, thence West at right angles for 30 feet, thence South at right angles for 244.5 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned has set their hand this 7.^{5/4} day of February, 2000.

The Fields of St. Croix Community
Association

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Its Presi

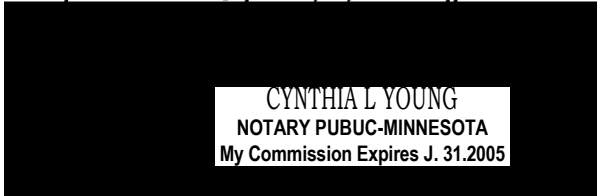
STATE OF MINNESOTA

)ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 9160 day of February, 2000, by fra/y 4,14,4, the President of The Fields of St. Croix Community Associatidn, a Minnesota Non-profit corporation, on behalf of the corporation.





Drafted by:
Timothy A. Netzell
Attorney at Law
8490 Woodbury Crossing
Woodbury, MN 55425

CONSENT AND JOINDER BY DECLARANT

1 Robert Engstrom Companies, a Minnesota Corporation, (Declarant), hereby joins in to and consents to the recording of the attached Amendment to Declaration.

I **IN WITNESS WHEREOF**, Robert EngstromSompanies, a Minnesota Corporation, has caused this consent and joinder to be executed this egtMday of February, 2000.

Robert Engstrom Companies

Robert E. Engstrom
[Redacted Signature]

Robert E. Engstrom
Its President

1 STATE OF MINNESOTA

)ss.

1 COUNTY OF HENNEPIN

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The foregoing instrument was acknowledged before me this Z— day of February, 2000, by Robert E. Engstrom, President of Robert Engstrom Companies, a Minnesota Corporation, on behalf of the corporation.

Cynthia L. Young

[Redacted Notary Signature]
CYNTHIA L YOUNG
NOTARY PUBUC-MINNESOTA
My Commission Expires Jan. 31, 2005

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Office of the
County Recorder
Washington County, MN

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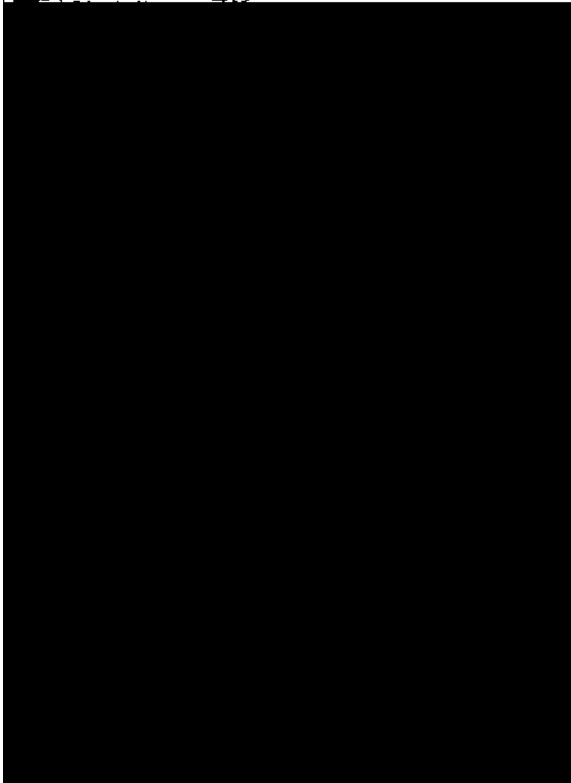
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Office of the County Recorder Washington County, MN

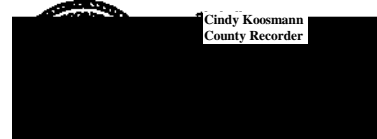
Debra A. Nelson



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FIRST SUPPLEMENTAL DECLARATION CONDITIONS AND RESTRICTIONS FIELDS OF ST. CROIX ST COMMUNITY NUMBER 109

DECLARATION made this _____ day of _____, 2000, by Robert Engstrom Companies, "Declarant", a

as heretofore executed a Declaration of Covenants, Conditions and Restrictions, dated August 21, 1997, and filed in the office of the Register of Deeds for Washington County, Minnesota on August 25, 1997 as Document No. 943143, and 943144 (C-6); and

WHEREAS, Declarant is the present fee owner of real property in Washington County, Minnesota, legally described on Exhibit A attached hereto; and

WHEREAS, Section 15 of the Declaration provides that additional property may be brought into the accordance with the provisions of Section 15 of the Declaration; and

WHEREAS, Declarant is desirous that the real property legally described on Exhibit A hereto be made subject to and be brought within the provisions of the Declaration, as provided in said Section 15 thereof;

1

NOW, THEREFORE, Declarant hereby declares that:

- 1. Subjection of Additional Property to the Provisions of the Declaration. The provisions of the covenants, conditions and restrictions of the Declaration, are hereby extended to include real property legally described on Exhibit A attached hereto, and said real property hereby is and shall be held, transferred, sold, conveyed and occupied subject to and together with the easements, covenants, conditions, restrictions, charges and liens set forth in the Declaration and this First Supplemental Declaration made in accordance therewith.
2. Application of First Supplemental Declaration. This First Supplemental Declaration of Covenants, Conditions and Restrictions ("First Supplemental Declaration") is made under and in conformity with Section 15 of the Declaration.

3. Definitions Applicable to First Supplemental Declaration. In addition to the definitions set forth in the Declaration, the definitions shall apply to the following property made subject to the Declaration by this Supplemental Declaration:

- Lots 1 through 20, inclusive, Block 1;
- Lots 1 through 4, inclusive, Block 2;
- Lots 1 through 15, inclusive, Block 3;
- Lots 1 through 8, inclusive, Block 4;
- Lots 1 through 4, inclusive, Block 5;
- Lots 1 through 3, inclusive, Block 6;
- Outlots D, E, I, J, L, and M,

The Fields of St. Croix 2nd Addition, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Washington County, Minnesota.

4. Architectural Control. Notwithstanding the provisions of Section 8, of the Declaration of Covenants, Conditions and Restrictions, Robert Engstrom Companies reserves the sole right to review and approve site plans, landscaping plans and house plans and specifications for said Lots 1 through 20, inclusive, Block 1, Lots 1 through 4, inclusive, Block 2, Lots 1 through 15, inclusive, Block 3, Lots 1 through 8, inclusive, Block 4, Lots 1 through 4, inclusive, Block 5, Lots 1 through 3, inclusive, Block 6, The Fields of St. Croix 2nd Addition. After original construction is complete, subsequent review shall be subject to the provisions of Section 8.

5. Wastewater, Municipal Water and Stormwater Maintenance and Management.

- a. Wastewater System. A second wastewater treatment system will be installed on Outlot L, The Fields of St. Croix 2nd Addition and Outlot D, Tana Ridge. The system will be owned and maintained by The Fields of St. Croix Community Association. The system will be subject to the Minnesota Pollution Control Agency permit and subject to the provisions of Section 12 of the Declaration.
- b. Wastewater System Operating Agreement. Pursuant to an agreement between Tana Ridge Homeowners Association and The Fields of St. Croix Community Association, the maintenance of the wastewater treatment system shall be shared by the respective associations as follows: Tana Ridge Homeowner's Association shall pay twenty eighty-eighths (20/88) of the cost of maintenance and The Fields of St. Croix Community Association will pay sixty-eight eighty-eighths (68/88) of said cost. The terms and conditions of the agreement relating to the use and maintenance of said wastewater treatment system and the assessments relating thereto are incorporated herein by reference.

6. Utility Installations and Maintenance. The sewer mains and laterals in the City of Lake Elmo public right of ways are owned and maintained by The Fields of St. Croix Community Association. The water mains are owned and maintained by the City of Lake Elmo. The stormwater system is owned by the City of Lake Elmo, with surface ponding maintenance the responsibility of The Fields of St. Croix Community Association.

EXHIBIT A

**Property Subject to
First Supplemental Declaration
of
Covenants, Conditions and Restrictions**

The Fields of St. Croix

Lots 1 through 20, inclusive, Block 1;

Lots 1 through 4, inclusive, Block 2;

Lots 1 through 15, inclusive, Block 3;

Lots 1 through 8, inclusive, Block 4;

Lots 1 through 4, inclusive, Block 5;

Lots 1 through 3, inclusive, Block 6;

Outlots D, E, I, J, L, and M,

The Fields of St. Croix 2nd Addition, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Washington County, Minnesota.

1/4/11

CONSENT AND JOINDER BY MORTGAGEE

Builders Mortgage Company LLC, a Minnesota Limited Liability Company, the holder of mortgages on the property described in Exhibit "A" of this Supplemental Declaration, hereby joins and consents to the recording of the Attached Supplemental Declaration.

IN WITNESS WHEREOF, Builders Mortgage Company LLC, has caused this consent and joinder to be executed this 7 day of _____, 2000.

BUILDERS MORTGAGE COMPANY LLC

By: Walter M Chambers
Its: _____

STATE OF MINNESOTA

COUNTY OF 4y)1,4a }

The foregoing instrument was acknowledged before me this 7 da of _____ /
February 2000, by Gazdq==./- A (1/24/97.6-KS, the 9 cr-./61-C (

Mortgage Company LLC, a Minnesota Limited Liability Company on behalf of the



KATHLEEN L JEWELL
NOTARY PUBLIC- MINNESOTA
HENNEPIN COUNTY
My Commission Expires Jan. 31, 2005

Notary Public

This instrument was drafted by:

Robert Engstrom Companies
4801 West 81st Street, Suite 101

x4) Minneapolis, MN 55437

(612) 893-1001

CONSERVATION EASEMENT
.1.13.1, FIELDS OF ST. CROIX

04

THIS CONSERVATION EASEMENT is entered into this 29th day of June, 1998, by and between Robert Engstrom Companies, a Minnesota corporation, whose address is 4801 W. 81st Street, Suite 101, Bloomington, MN 55437 ("Owner"); the Minnesota Land Trust, a Minnesota nonprofit corporation having its principal office in Minneapolis, Minnesota ("Trust"); and the City of Lake Elmo, a Minnesota statutory city ("City").

WITNES SETH:

A. Owner is the sole owner in fee simple of certain real property identified below, consisting of approximately 81.59 acres of land, together with buildings and other improvements located in Washington County, Minnesota ("Protected Land"):

Outlots A, D, E, G and H, The Fields of St. Croix.

B. The Protected Land is primarily farmland and open space. In addition, the Protected Land has outstanding scenic qualities that can be enjoyed by the public from State Highway 5 and 50th Street in the City of Lake Elmo.

C. The natural, scenic and agricultural qualities and forested, riparian and open space character ("Conservation Values") of the Protected Land are set forth in a Property Report dated within thirty days after the date hereof (the "Property Report"), which is on file with the Trust and which the parties acknowledge accurately represents the present condition of the Protected Land. Each of the parties has a copy of the Property Report. The Trust intends to use the Property Report in monitoring subsequent uses of the Protected Land and enforcing the terms of this Conservation Easement. Notwithstanding this, the parties may use all other relevant evidence to establish the present condition of the Protected Land in the event of a disagreement as to whether a subsequent activity or use is consistent with the terms of this Conservation Easement.

D. Owner intends to convey to the Trust the right to preserve and protect the Conservation Values of the Protected Land in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Conservation Easement.

E. The grant of this Conservation Easement will serve the policies of the State of Minnesota which encourage the protection of Minnesota's natural resources and which encourage the use and improvement of the agricultural land for the long term production of food, as set forth, in part, in Minnesota Statutes Section 40A.04 (State Agricultural Land Preservation), and in Section 84C.01-02 (Conservation Easements), as well as the policies of the City of Lake Elmo in its Open Space Preservation District Ordinance (81-37).

F. The Trust is a publicly supported, nonprofit corporation which seeks to protect the natural, scenic, agricultural, forested, and open space conditions of land in Minnesota. In

addition, the Trust is qualified *as a* conservation organization under Sections 501(c)(3) and 170(h) of the Internal Revenue Code. The Trust has agreed to assume the obligation of protecting the natural and scenic qualities of the Protected Land in perpetuity according to the terms of this Conservation Easement.

NOW, THEREFORE, in consideration of their mutual covenants and pursuant to the provisions relating to conservation easements set forth in Minnesota Statutes Sections 84C.01.05, Owner conveys and warrants to the Trust and the Trust accepts a perpetual conservation easement on the Protected Land of the character and to the extent set forth herein.

1. Intent The parties intend to permanently retain the Protected Land in its predominantly agricultural, natural and scenic condition and to prevent or remedy any subsequent activity or use that significantly impairs or interferes with the Conservation Values of the Protected Land. Owner intends to restrict all subsequent use of the Protected Land to activities consistent with the terms of this Conservation Easement.

2. Trust's Rights To accomplish the parties' intent, Owner conveys the following rights to the Trust:

A. The Trust shall preserve and protect the Conservation Values of the Protected Land pursuant to the terms of this Conservation Easement.

B. The Trust may enter the Protected Land at reasonable times to monitor subsequent activities and uses and to enforce the terms of this Conservation Easement. The Trust shall give reasonable prior notice to Owner of all such entries and shall not unreasonably interfere with Owner's use and quiet enjoyment of the Protected Land.

C. The Trust may act, pursuant to Paragraph 19, to prevent or remedy all subsequent activities and uses of the Protected Land not consistent with the terms of this Conservation Easement.

3. Prohibited Uses Owner shall not perform or knowingly allow others to perform acts on the Protected Land that would significantly impair or interfere with the Conservation Values of the Protected Land. This general restriction is not limited by the more specific restrictions set forth in Paragraphs 4-13. The parties acknowledge that the present use of the Protected Land is consistent with the terms of this Conservation Easement and the Owner may, subject to the restrictions set forth in Paragraphs 4-14, continue making such use of the Protected Land.

4. Residential, Commercial & Industrial Uses Owner shall not subdivide all or part of the Protected Lands for residential, commercial or industrial development. Owner shall not subdivide, either legally or physically, the Protected Land for any other reason without the prior written approval of the Trust. Owner shall not engage in commercial or industrial activities on the

Protected Land, other than the activities relating to agricultural operations as set forth in Paragraph 7. Owner shall not engage in the exploration or extraction of soil, sand, gravel, rock minerals, hydrocarbons or any other natural resource on or from the Protected Land. Owner shall not grant rights of way on the Protected Land in conjunction with commercial or industrial activities or residential development on lands other than the Protected Land.

5. Construction Owner shall not construct or install additional buildings or improvements of any kind including, without limitation, fences, driveways, parking lots, and roads, on the Protected Land, except as specified herein. Owner may maintain, repair, and replace existing roads but shall not widen them unless doing so lessens the environmental impact of the road on the Protected Land and Owner has obtained the prior written approval of the Trust. Owner may maintain, renovate, expand, or replace existing agricultural and related buildings or improvements in substantially their present location. Any expansion or replacement of an existing building or improvement shall not substantially alter its character or function, and shall not exceed its current square footage by more than twenty-five percent, without the prior written approval of the Trust. Notwithstanding the foregoing, Owner may construct one dwelling on Outlots A, E and/or G, the maximum footprint square footage of which may be 2500 square feet. Such dwelling is intended to be a residence for workers on the farmland included in the Protected Land. In addition, Owner may construct temporary agricultural buildings on Outlots A, E and/or G as needed to conduct agricultural activities as provided in Paragraph 7.

6. Utility S^ystems Owner may maintain, repair, and replace existing utility systems on the Protected Land including, without limitation, water, sewer, power, fuel, and communications lines and related facilities. Owner shall not install new utility systems or extensions of existing utility systems on the Protected Land including, without limitation, water, sewer, power, fuel, and communications lines and related facilities, without the prior approval of the Trust except as needed to serve any additional uses, buildin^gs, and improvements permitted by the terms of this Conservation Easement. Owner may install, maintain, and replace irrigation systems used on the Protected Land.

7. A^gricultural Use Owner may conduct agricultural operations in areas currently being used for agricultural operations on the Protected Land. For purposes of this paragraph, the term Agricultural Operations shall mean raising livestock, growing crops to feed such livestock, and growing crops for sale in the a^gricultural or retail marketplace.

8. Surface Alteration Owner shall not alter the surface of the Protected Land including, without limitation, the filling, excavation, or removal of soil, sand, gravel, rocks, or other material except as reasonably required in the course of activities or uses permitted under the terms of this Conservation Easement or as reasonably required durin^g the initial development of the adjacent property owned by Owner. Such initial development period shall expire no later than December 31, 2001.

9. Soil and Water Degradation Owner shall not engage in activities or uses that cause or are likely to cause soil degradation, erosion, or water pollution, either on the surface or underground, except for activities or uses reasonably required in the course of Agricultural Operations permitted by Paragraph 7.

10. Waste Removal Owner shall not dump or dispose of refuse or other waste material on the Protected Land although, subject to applicable laws and regulations, Owner may dispose of brush and other plant material from the Protected Land by burning or composting if such material results from Agricultural Operations permitted by Paragraph 7 or other activities or uses permitted by this Conservation Easement. Subject to the applicable laws and regulations, Owner may store and make use of agricultural products and by-products including, without limitation, crops, silage, fertilizers, lime, and manure on the Protected Land if such material results from or is to be used in agricultural operations permitted by Paragraph 7.

11. Water Bodies and Courses Owner shall not alter existing bodies of water or water courses or construct new bodies of water or water courses on the Protected Land except as reasonably required for the activities or uses permitted by the terms of this Conservation Easement and for which Owner has obtained the prior written approval of the Trust.

12. Trees, Shrubs, and Vegetation Owner shall not remove, destroy, cut, mow, or alter trees, shrubs, and other vegetation except (i) for areas immediately adjacent to buildings or improvements permitted by Paragraph 5, (ii) as reasonably required for agricultural operations permitted by Paragraph 7, (iii) to prevent or control insects, noxious weeds, diseases, fire, personal injury, or property damage, (iv) for firewood or construction material intended for residential use on the Protected Land, (v) as reasonably required to construct and maintain the trails permitted in Paragraph 13, and (vi) for other activities or uses permitted by the terms of this Conservation Easement.

13. Recreational Use Owner may establish and maintain trails for fire breaks, walking, horseback riding, cross-country skiing, and other non-motorized recreational activities on or across the Protected Land. Owner shall not use or allow others to use motorcycles, all-terrain vehicles, or other motorized vehicles on the Protected Land except as reasonably required for other activities or uses permitted by the terms of this Conservation Easement.

14. Signs Owner shall not erect or install any signs or billboards on the Protected Land except for signs stating the name and address of the Protected Land or the name of the persons residing on the Protected Land, announcing the sale or lease of the Protected Land or the activities or uses permitted by the terms of this Conservation Easement, designating the boundaries of or directions to the Protected Land, or restricting entry to or use of the Protected Land. With the prior written approval of Owner, the Trust may erect or install signs announcing that the Protected Land is subject to this Conservation Easement. For all signs permitted by this Paragraph, the location, number, and design must not significantly diminish the natural and scenic

qualities of the Protected Land.

15. Trust's Approval The requirement that Owner obtain the prior written approval of the Trust is intended to let the Trust study the proposed use and decide if it is consistent with this Conservation Easement and maintains or enhances the Conservation Values of the Protected Land. Owner shall submit a request in writing to the Trust at least ninety days prior to the proposed date of commencement of the use in question. The request shall set out the use for which approval is sought, its design and location, the impact of the proposed use on the Conservation Values of the Protected Land, and other material information in sufficient detail to allow the Trust to make an informed judgment that the proposed use is or is not consistent with this Conservation Easement or would adversely effect the Conservation Values of the Protected Land. The Trust shall notify Owner in writing of its decision within sixty days of its receipt of Owner's request. The Trust may withhold its approval only on a reasonable determination that the proposed use Would be inconsistent with this Conservation Easement, impairs the Conservation Values of the Protected Land, results in violation of any applicable law or regulation or that it lacks information in sufficient detail to reach an informed judgment that the proposed use is or is not consistent with this Conservation Easement. The Trust may condition its approval on the Owner's acceptance of modifications which, in the Trust's judgment, would make the proposed use, as modified, consistent with this Conservation Easement or protects the Conservation Values of the Protected Land.

16. Public Access No right of access by the public to any portion of the Protected Land is conveyed by this Conservation Easement.

17. Reserved Rights Owner reserves all ri^ghts accruing from its ownership of the Protected Land including, without limitation, the right to engage in or allow others to engage in all activities or uses of the Protected Land that are not prohibited or limited by this Conservation Easement, the ri^ght to exclude all or any of the public from the Protected Land and to sell or transfer all or part of the Protected Land subject to this Conservation Easement. Owner shall inform all others who exercise any right by or through it on the Protected Land of the terms of this Conservation Easement. Owner shall incorporate by reference the terms of this Conservation Easement in all deeds or other legal instruments by which they transfer any interest, including a leasehold interest, in all or part of the Protected Land. Owner shall give sixty days prior written notification to the Trust of a transfer of all or any part of fee title to the Protected Land.

18. Costs and Liabilities Owner retains all obli^gations and shall bear 'all costs and liabilities of any kind accruing from their ownership of the Protected Land including the following responsibilities:

A. Owner shall remain solely responsible for the operations, upkeep, and maintenance of the Protected Land. Owner shall keep the Protected Land free of all liens arising out of work performed for, materials furnished to, or obligations incurred by Owner.

B. O

Owner shall pay all taxes and assessments levied against the Protected Land including any taxes or assessments levied against the interest of the Trust established by this Conservation Easement. The Trust may, but is not obligated to, make any payment of taxes or assessments levied against the Protected Land or the interest established by this Conservation Easement and shall have a right of reimbursement against Owner for such amounts.

C. Owner shall remain solely responsible for maintaining liability insurance for its uses of the Protected Land and the Protected Land itself. Liability insurance policies maintained by the Owner covering the Protected Land will name the Trust as an additional named insured. Owner shall hold harmless, indemnify, and defend the Trust from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising out of or relating to (i) personal injury, death, or property damage resulting from an act, omission, or condition on or about the Protected Land unless due solely to the negligence or willful act of the Trust, (ii) the obligations retained by Owner to maintain the Protected Land and pay taxes in Paragraphs 18(A) and (B), and (iii) the existence of this Conservation Easement.

19. Enforcement If the Trust finds at any time that Owner has breached or may breach the terms of this Conservation Easement, the Trust may give written notice of the breach to Owner and demand action to cure the breach including, without limitation; restoration of the Protected Land. If Owner does not cure the breach within thirty days of notice, the Trust may commence an action to (i) enforce the terms of this Conservation Easement, (ii) enjoin the breach, ex parte if needed, either temporarily or permanently, (iii) recover damages, (iv) require restoration of the Protected Land to its condition prior to Owner's breach, and (v) pursue any other remedies available to it in law or equity. In its sole discretion, the Trust determines that immediate action is needed to prevent or mitigate significant damage to the Protected Land, the Trust may pursue its remedies under this Paragraph without written notice or giving Owner time to cure the breach.

20. Costs of Enforcement If the Trust prevails in an action brought under Paragraph 19, Owner shall reimburse the Trust for all costs incurred by the Trust in enforcing the terms of this Conservation Easement including, without limitation, costs of suit, reasonable attorney's fees, and costs of restoration. If Owners prevail and the District Court finds that the Trust brought the action without reasonable cause or in bad faith, the Trust shall reimburse Owner's costs of defense including, without limitation, costs of suit and reasonable attorney's fees.

21. Waiver The enforcement of the terms of this Conservation Easement is subject to the Trust's discretion. A decision by the Trust not to exercise its rights of enforcement in the event of a breach of a term of this Conservation Easement shall not constitute a waiver by the Trust of such term, any subsequent breach of the same or any other term, or any of the Trust's rights under this Conservation Easement. The delay or omission by the Trust to discover a breach by Owner or to exercise a right of enforcement as to such breach shall not impair or waive its rights of

enforcement against Owner.

22. Acts Beyond Owner's Control The Trust shall not exercise its rights of enforcement against Owner for injury or alteration to the Protected Land resulting from causes beyond the reasonable control of Owner including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury or alteration to the Protected Land resulting from such causes.

23. Extinguishment If subsequent unexpected changes in the conditions surrounding the Protected Land make it impossible to preserve and protect the Conservation Values of the Protected Land, this Conservation Easement can only be extinguished, either all or in part, by proceedings in a court having jurisdiction. The amount of proceeds to which the Trust is entitled from an extinguishment shall be used consistent with the preservation and protection of the natural and scenic qualities of land in Minnesota.

24. Proceeds To establish the amount of proceeds to which the Trust is entitled on extinguishment, the parties agree that this Conservation Easement has a fair market value ascertained by multiplying the fair market value at the time of the extinguishment of the Protected Land without this Conservation Easement by a fraction, the numerator of which is the value of this Conservation Easement at the time of extinguishment and the denominator of which is the value of the Protected Land without this Conservation Easement. Notwithstanding this, the amount of the proceeds the Trust is entitled to shall not be less than the values used to calculate the Owner's deduction for federal income taxation under Section 170(h) of the Internal Revenue Code.

25. Assignment of Easement The Trust may transfer its rights and obligations in this Conservation Easement only to a qualified conservation organization, *as* provided in Section 170(h) of the Internal Revenue Code, which may hold conservation easements, *as* provided in Minnesota Statutes Sec. 84C.01(2) (1992). As a condition of such transfer, the Trust shall require the continued enforcement of this Conservation Easement.

26. Notices Any notice or other communication that either party wishes to or must give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following addresses or such other address as either party shall designate by written notice to the other:

OWNER:
Robert Engstrom Companies
4801 W. 81st Street, #101
Bloomington, MN 55437

TRUST:
Minnesota Land Trust
70 North 22nd Avenue
Minneapolis, MN 55411-2237
ATTN: Land Projects Committee

27. Governing Law and Construction This Conservation Easement shall be governed by the laws of Minnesota.

28. Entire Agreement This Conservation Easement sets forth the entire agreement of the parties and supersedes all prior discussions.

29. Amendment The parties may amend this Conservation Easement provided that such amendment (i) shall not impair or threaten the Conservation Values of the Protected Land, (ii) shall not affect the perpetual duration of this Conservation Easement, (iii) is approved by the Trust pursuant to its Policy Statement on Amending Conservation Easements, and (iv) shall not affect the qualification of this Conservation Easement under Minnesota Statutes Sections 84C.01-84C.05 or the status of the Trust under Section 170(h) of the Internal Revenue Code.

30. Binding Effect The covenants, terms, conditions, and restrictions of this Conservation Easement shall bind and inure to the benefit of the parties, their personal representatives, heirs, successors, assigns, and all others who exercise any right by or through them and shall run in perpetuity with the Protected Land.

OWNER:	TRUST:
ROBERT ENGSTROM COMPANIES	MINNESOTA TRUST
By <u>Robert Engstrom, President</u>	By <u>D'ed B. ell, President</u>

CITY:
CITY OF LAKE ELMO

By _____
It [Signature]

STATE OF MINNESOTA
COUNTY OF HENNEPIN

Engstrom Conservation Easement
Page 9 . .

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument.- acknowledged before me this _____, 1998,
before me by David B. Hartwell, President f Minnesota Land Trust, a non profit
Minnesota corporation.

Notary Public

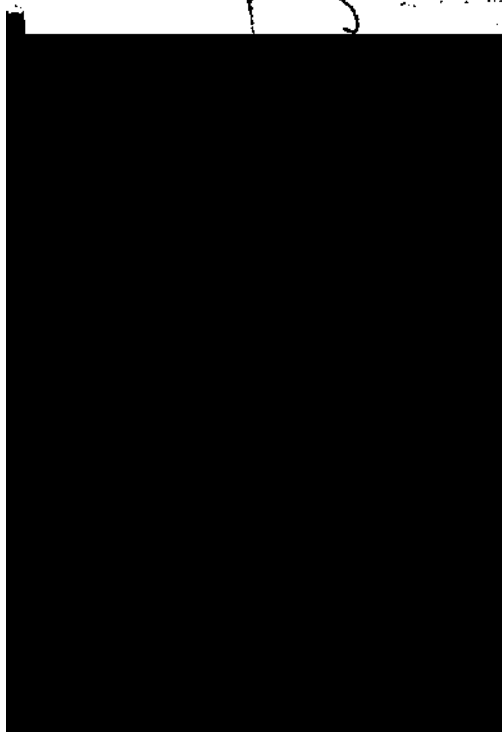
STATE OF MINNESOTA
COUNTY OF WASHINGTON

This instrument was acknowledged before me this 29th day of _____
,1998, before me by, _____the _____of the City of Lake
Elmo, a
Minnesota statutory city

Notary Public

This instrument was drafted by:
Minnesota Land Trust
70 North 22nd Avenue
Minneapolis, MN 5541 1-2237
(612) 522-3743
ENTERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

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cn^y CF

**OPEN SPACE EASEMENT
THE FIELDS OF ST. CROIX**

THIS OPEN SPACE EASEMENT is entered lilt^o this b _____ day of _____, 1998, by and between g...f-6.a.RPf^{LN} CoriVis a Minnesota copoation, whose address is LTSOI \KJ. ZiV r.4t 10(V\ ■ NNe. 3?0V.S v4NN ("Owner") and the City of Lake Elmo, a Minnesota statutory city ("City").

A.

Owner is the sole owner in fee simple of the following described property, together with buildings and other improvements located in Washington County, Minnesota ("Protected Land"):

B.

C.

E.

F.

The Protected Land is primarily farmland, woodland, and open space as defined in the City's Comprehensive Use Plan and Open Space Preservation District Regulations (both herein "City Development Regulations").

The natural, scenic and agricultural qualities, forested and open space character ("Conservation Values") of the Protected Land are described in the City's Development File for the

e2z14 v _____ ("Development File"). The City intends to use the description of the Protected Property as contained in the City's Development File in monitoring the subsequent uses of the Protected Land and enforcing the terms of this Open Space Easement. Notwithstanding this, the parties may use all other relevant evidence to establish the present

condition of the a subsProtectedequent ^{Land} activity in the or ^{event} use is of ^{cons} a disagreeemen
with

a s
the terms of this Open Space Easement.

L D. Owner intends to convey to the City the right to preserve and protect the Conservation Values of the Protected Land in perpetuity and to prevent or remedy subsequent activities or uses that are inconsistent with the terms of this Open Space Easement.

The grant of this Open Space Easement will further the purpose and intent of the City's Development Regulations.

The parties acknowledge that, as a local unit of government, the City has a direct interest in the enforcement of the terms of this Open Space Easement and is in a position to monitor compliance with the terms of this Open Space Easement.

NOW, THEREFORE, in consideration of their mutual covenants and pursuant to the provisions of the City's Development Regulations, Owner conveys and warrants to the City and the City accepts a perpetual open space easement on the Protected Land of the character and to the extent set forth herein.

1. Intent. The parties intend to permanently retain the Protected Land in its predominantly natural, scenic, agricultural, forested, and open space condition and to prevent or remedy any subsequent activity or use that significantly impairs or interferes with the Conservation Values of the Protected Land. Owner intends to restrict all subsequent use of the Protected Land to activities consistent with the terms of this Open Space Easement.

2. City's Rights. To accomplish the parties' intent, Owner conveys the following rights to the City as specified below:

- a. The City shall preserve and protect the Conservation Values of the Protected Land pursuant to the terms of this Open Space Easement.
- b. The City may enter the Protected Land at reasonable times to monitor subsequent activities and uses and to enforce the terms of this Open Space Easement. The City shall give reasonable notice to Owner of all such entries and shall not unreasonably interfere with Owner's use and quiet enjoyment of the Protected Land.
- c. The City may act, pursuant to Paragraph 19, to prevent or remedy all subsequent activities and uses of the Protected Land not consistent with the terms of this Open Space Easement.

3. Prohibited Uses. Owner shall not perform or knowingly allow others to perform acts on the Protected Land that would significantly impair or interfere with the Conservation Values of the Protected Land. This general restriction is not limited by the more specific restrictions set forth in Paragraphs 4-14. The parties acknowledge that the present use of the Protected Land is consistent with the terms of this Open Space Easement and the City's Development Regulations. The owner may, subject to the restrictions set forth in Paragraphs 4-14, continue making such use of the Protected Land.

4. Residential, Commercial & Industrial Uses. Owner shall not subdivide all or part of the Protected Lands for residential, commercial or industrial development. Owner shall not subdivide, either legally or physically, the Protected Land for any other reason without the prior written approval of the City. Owner shall not engage in commercial or industrial activities on the Protected Land, other than the activities relating to agricultural operations as set forth in Paragraph 7. Owner shall not engage in the

exploration or extraction of soil, sand, gravel, rock minerals, hydrocarbons or any other natural resource on or from the Protected Land. Owner shall not grant rights of way on the Protected Land in conjunction with commercial or industrial activities or residential development on lands other than the Protected Land, except for access to adjacent parcels owned by Owner.

5. Construction. Owner shall not construct or install additional buildings or improvements of any kind including, without limitation, fences, driveways, parking lots, and roads, on the Protected Land, except as specified herein. Owner may maintain, repair, and replace existing roads but shall not widen them unless doing so lessens the environmental impact of the road on the Protected Land and Owner has obtained the prior written approval of the City. Owner may maintain, renovate, expand or replace existing agricultural and related buildings or improvements in substantially their present location. Any expansion or replacement of an existing building or improvement shall not substantially^v alter its character or function, and shall not exceed its current square footage, without the prior written approval of the City.

6. Utility Systems. Owner may Maintain, repair, and replace existing utility systems on the Protected Land including, without limitation, water, sewer, power, fuel, and communications lines and related facilities. Owner shall not install new utility systems or extensions of existing utility systems on the Protected Land including, without limitation, water, sewer, power, fuel, and communications lines and related facilities, without the prior approval of the City. Owner may install, maintain, and replace irrigation systems used on the Protected Land. Owner may install sewage systems on or under the Protected Land which comply with all existing federal, state and local regulations regarding water quality and other environmental concerns, and which do not disrupt other activities permitted under the terms of this Open Space Easement.

7. Agricultural Use. Owner may conduct agricultural operations on the Protected Land provided that such use is in compliance with the City's Development Regulations.

8. Surface Alteration. Owner shall not alter the surface of the Protected Land including, without limitation, the filling, excavation, or removal of soil, sand, gravel, rocks, or other material except as reasonably required in the course of activities or uses permitted under the terms of this Open Space Easement or as reasonably required during the Initial development of the adjacent property owned by Owner. Such initial development period shall expire no later than November 1, 1999.

9. Soil and Water Degradation. Owner shall not engage in activities or uses that cause or are likely to cause soil degradation, erosion, or water pollution, either on the surface or

underground, except for activities or uses reasonably required in the course of Agricultural Operations permitted by Paragraph 7.

10. Waste Removal. Owner shall not dump or dispose of refuse or other waste material on the Protected Land although, subject to applicable laws and regulations, Owner may dispose of brush and other plant material from the Protected Land by burning or composting if such material results from Agricultural Operations permitted by Paragraph 7 or other activities or uses permitted by this Open Space Easement. Subject to the applicable laws and regulations, Owner may store and make use of agricultural products and by-products including, without limitation, crops, silage, fertilizers, lime, and manure on the Protected Land if such material results from or is to be used in agricultural operations permitted by Paragraph 7.

11. Water Bodies and Courses. Owner shall not alter existing bodies of water or water courses or construct new bodies of water or water courses on the Protected Land except as reasonably required for the activities or uses permitted by the terms of this Open Space Easement or to enhance wildlife habitat or water quality.

12. Trees, Shrubs, and Vegetation. Owner shall not remove, destroy, cut, mow, or alter trees, shrubs, and other vegetation except (i) for areas immediately adjacent to buildings or improvements permitted by Paragraph 5 (ii) as reasonably required for agricultural operations permitted by Paragraph 7, (iii) to prevent or control insects, noxious weeds, diseases, fire, personal injury, or property damage, (iv) for firewood or construction material intended for residential use on the protected Land or adjacent land (v) as reasonably required to construct and maintain the trails permitted in Paragraph 13 (vi) selective cutting for harvest pursuant to sound forest management practices, and (vii) for other activities or uses permitted by the terms of this Open Space Easement.

13. Recreational Use. Owner may establish and maintain trails for fire breaks, walking, horseback riding, cross-country skiing, and other non-motorized recreational activities on or across the Protected Land. Owner shall not use or allow others to use motorcycles, all-terrain vehicles, or other motorized vehicles on the Protected Land except as reasonably required for other activities or uses permitted by the terms of this Open Space Easement.

14. Signs. Owner shall not erect or install any signs or billboards on the Protected Land without consent of the City.

15. City's Approval. The Owner may not change the use of the Protected Land as described in the City's Development File without prior written approval of the City so that the City can determine

if the proposed change is consistent with this Open Space Easement and maintains or enhances the Conservation Values of the Protected Land. Owner shall submit a request in writing to the City at least ninety days prior to the proposed date of commencement of the use in question. The request shall set out the use for which approval is sought, its design and location, the impact of the proposed use on the Conservation Values of the Protected Land, and other material information in sufficient detail to allow the City to make an informed judgment that the proposed use is or is not consistent with this Open Space Easement or would adversely effect the Conservation Values of the Protected Land. The City shall notify Owner in writing of its decision within sixty days of its receipt of Owner's request. Where the proposed use or modification of use requires a development permit or other approval from the City pursuant to the City's Development Regulations, the Owner shall follow the process described in such regulations and the City shall notify the Owner of its decision within sixty (60) days of receipt of a completed application from the Owner. The City may withhold its approval only on a reasonable determination that the proposed use would be inconsistent with this Open Space Easement, impairs the Conservation Values of the Protected Land, results in violation of any applicable law or regulation or that it lacks information in sufficient detail to reach an informed judgment that the proposed use is or is not consistent with this Open Space Easement. The City may condition its approval on the Owner's acceptance of modifications which, in the City's judgment, would make the proposed use, as modified, consistent with this Open Space Easement or protects the Conservation Values of the Protected Land.

16. Public Access. No right of access by the public to any portion of the Protected Land is conveyed by this Open Space Easement.

17. Reserved Rights. Owner reserves all rights accruing from its ownership of the Protected Land including, without limitation, the right to engage in or allow others to engage in all activities or uses of the Protected Land that are not prohibited or limited by this Open Space Easement or the City's Development Regulations, the right to exclude all or any of the public from the Protected Land and to sell or transfer all or part of the Protected Land subject to this Open Space Easement. Owner shall inform all others who exercise any right by or through it on the Protected Land of the terms of this Open Space Easement. Owner shall incorporate by reference the terms of this Open Space Easement in all deeds or other legal instruments by which they transfer any interest, including a leasehold interest, in all or part of the Protected Land. Owner shall give sixty (60) days prior written notification to the City of a transfer of all or any part of fee title to the Protected Land.

18. Costs and Liabilities. Owner retains all obligations and shall bear all costs and liabilities of any kind accruing from their ownership of the Protected Land including the following responsibilities:

- a. Owner shall remain solely responsible for the operations, upkeep, and maintenance of the Protected Land. Owner shall keep the Protected Land free of all liens arising out of work performed for, materials furnished to, or obligations incurred by Owner.
- b. Owner shall pay all taxes, special assessments and other assessments levied against the Protected Land.
- c. Owner shall remain solely responsible for maintaining liability insurance for its uses of the Protected Land and the Protected Land itself. Liability insurance policies maintained by the Owner covering the Protected Land will name the City as an additional named insured. Owner shall hold harmless, indemnify, and defend the City from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising out of or relating to (i) personal injury, data or property damage resulting from an act, omission, or condition on or about the Protected Land unless due solely to the negligence or willful act of the City (ii) the obligations retained by Owner to maintain the Protected Land and pay taxes in Paragraphs 18(A) and (B), and (iii) the existence of this Open Space Easement.

19. Enforcement. If the City finds at any time that Owner has breached or may breach the terms of this Open Space Easement, the City may give written notice of the breach to Owner and demand action to cure the breach including, without limitation, restoration of the Protected Land. If Owner does not cure the breach within thirty days of notice, the City may commence an action to (i) enforce the terms of this Open Space Easement (ii) enjoin the breach, ex parte if needed, either temporarily or permanently, (iii) recover damages, (iv) require restoration of the Protected Land to its condition prior to Owner's breach, and (v) pursue any other remedies available to it in law or equity. If the City determines that immediate action is needed to prevent or mitigate significant damage to the Protected Land, the City may pursue its remedies under this Paragraph without written notice or giving Owner time to cure the breach.

20. Costs of Enforcement. If the City prevails in an action brought under Paragraph 19, Owner shall reimburse the City for all costs incurred by the City in enforcing the terms of this Open Space Easement including, without limitation, costs of suit,

reasonable attorney's fees, and costs of restoration. If Owner prevails and the District Court finds that the City brought the action without reasonable cause or in bad faith, the City, as determined by the Court, shall reimburse Owner's costs of defense including, without limitation, costs of suit and reasonable attorney's fees.

21. Waiver. The enforcement of the terms of this Open Space Easement is subject to the City's discretion. A decision by the City not to exercise their respective rights of enforcement in the event of a breach of a term of this Open Space Easement shall not constitute a waiver by the City of such term, or of any subsequent breach of the same or any other term, or any of the City's rights under this Open Space Easement. The delay or omission by the City to discover a breach by Owner or to exercise a right of enforcement as to such breach shall not impair or waive its rights of enforcement against Owner.

22. Acts Beyond Owner's Control. The City shall not exercise their respective rights of enforcement against Owner for injury or alteration to the Protected Land resulting from causes beyond the reasonable control of Owner including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury or alteration to the Protected Land resulting from such causes.

23. Extinguishment. If, in the judgment of the City, subsequent unexpected changes in the conditions surrounding the Protected Land make it impossible to preserve and protect the Conservation Values of the Protected Land, this Open Space Easement can be extinguished, either in full or in part by proceedings in a court having jurisdiction.

24. Assignment of Easement. The City may transfer its rights and obligations in this Open Space Easement only to a qualified conservation organization, as provided in Section 170(h) of the Internal Revenue Code, which may hold Open Space Easements, as provided in Minnesota Statutes Sec. 84C.01(2) (1992). As a condition of such transfer, the City shall require the continued enforcement of this Open Space Easement unless the Open Space Easement has been extinguished.

25. Notices. Any notice or other communication that either party wishes to or must give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the following addresses or such other address as either party shall designate by written notice to the other:

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CITY: 1)7_oli^z-mi> EN:
City of Lake Elmo
3800 Laverne Avenue North
Lake Elmo, MN 55042
ATTN: City Administrator

26. Governing Law and Construction. This Open Space Easement shall be governed by the laws of the Minnesota. Nothing contained in this Open Space Easement shall be construed to allow any use or development of the Protected Land in a manner which is not in compliance with the City's Development Regulations or to allow the use or development of the Protected Land without obtaining all permits required by the City's Development Regulations. Where inconsistencies occur between the provisions of state law, city regulations, or the terms of this Open Space Easement, the most restrictive regulation shall apply.

27. Entire Agreement. This Open Space Easement sets forth the entire agreement of the parties and supersedes all prior discussions.

28. Amendment. The parties may amend this Open Space Easement provided that such amendment shall not impair or threaten the Conservation Values of the Protected Land and shall not affect the perpetual duration of this Open Space Easement.

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ERED IN TRANSFER RECORD
WASHINGTON COUNTY, MINNESOTA

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A R. DAHL, AUDITOR-TREASURER

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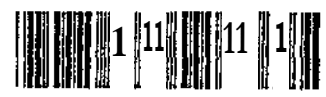


Office of the
Registrar of Titles
Washington County, MN

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Office of the
County Recorder
Washington County, MN

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Certificate #:
Book #:
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Cindy Koosmann
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EASEMENT AGREEMENT

/9 9;

This easement agreement is made and entered into this 0¹ day of February, 2000, between the City of Lake Elmo and The Fields of St. Croix Community Association.

WHEREAS, The City of Lake Elmo has agreed to allow the construction and continuing maintenance of a Alternative Wastewater Treatment facility which benefits all of the property owners in the plat of The Fields of St. Croix 2nd Addition; and

WHEREAS, The Fields of St. Croix Homeowners Association (hereinafter "Fields Association") has entered into an agreement which allocates the responsibilities for the maintenance of said Alternative Wastewater Treatment System and which requires Fields Association to maintain ownership of, and to perform all required maintenance on all collector pipes which benefit properties located in the plat of The Fields of St. Croix 2nd Addition, and which feed the lift station for the Alternative Wastewater Treatment System, and to perform all required maintenance on the Alternative Wastewater Treatment System, including those portions which lie with public park;

WHEREAS, the lift station for the Alternative Wastewater Treatment System has been constructed on Park property which is located and had been dedicated to the City of Lake Elmo on the plat of Tana Ridge;

NOW THEREFORE, in consideration of the premises, and all other good and valuable consideration, the parties hereto agree as follows:

The City of Lake Elmo hereby grants unto Fields Association, an easement for utility purposes over, under and across the Park which has been dedicated to the City of Lake Elmo on the plat of Tana Ridge and over, under and across the Park which has been dedicated to the City of Lake Elmo on the plat of The Fields of St. Croix 2nd Addition. Said easement rights shall include the right to run all collector pipes owned by Fields Association over, under and across said Parks, and to allow the agents and/or representative of Fields Association the right enter onto the Parks for the purposes of all required maintenance on said collector pipes. Additionally,

said rights shall include the right to perform any and all necessary maintenance on all portions of the Alternative Wastewater Treatment System located in the above mentioned Parks. Fields Association shall be responsible and all damage which is caused to the park as a result of its performance of any repairs on its collector pipes, and agrees to repair any and all such damage.

City of Lake Elmo

The Fields of St. Croix Community Association

Mark Kuffner

[Redacted]

Its President & [Redacted]

[Redacted]

STATE OF MINNESOTA

) ss.

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 10 day of February, 2000, by Mark Kuffner of the City of Lake Elmo, on behalf of the City of Lake Elmo.

Cynthia L. Young

[Redacted]

STATE OF MINNESOTA

) ss. COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this 10 day of February, 2000, by Mark Kuffner, the President of The Fields of St. Croix Community Association, a Minnesota Non-profit corporation, on behalf of the non-profit corporation.

Cynthia L. Young

[Redacted]

CYNTHIA L. YOUNG
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2003

Drafted by:
Timothy A. Netzell
Attorney at Law
8490 Woodbury Crossing
Woodbury, MN 55125

IQ**S** MN).

II

Transfer from No. 53579. Originally registered the Seventeenth day of April, 1958, Register of Titles

22, Page 107, Washington County, Minnesota. -

STATE OF MINNESOTA
COUNTY OF WASHINGTON

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Ss.

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REGISTRATION

Proceiling 379

ROBERT ENGSTROM COMPANIES, a Minnesota corporation

of and in the following described kauf, situated in the County of *Washington* and State of Minnesota:

Residing at 4801 West 81st Street,
County of Hennepin

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OUTLOT P,

THE FIELDS OF ST. CROIX 2ND ADDITION,

according to the recorded plat thereof on file and of record
in the office of the Registrar of Titles in and for the County
of Washington and State of Minnesota.

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that the said _____ (is/ is not) of the age of eOteen years or older,
and is (sing/ married) to
_____, who (is/ is not) of the age of eighteen years or older and is under no legal

incapacity except

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of my office

this Twenty-eighth *day*

Registrar of Titres, In and or the County of Washington and State of Minnesota

By _____

Deputy.

Exchange

MEMORIAL

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOC. No.	TYPE OF INSTRUMENT	DATE	TIME	REGISTRY	AMOUNT	DESCRIPTION	SIGNATURE OF REGISTRAR
10184	Order	June 18 1958	11:00	Apr. 17 1958		land de...	mi- Dep ty - illideitfm 401WEL
10185	Cert. of Surve	June 18 1956				part of Sections 12 and 13.	ry3 la Deputy
17469	na Certific Easement	MI 23 1 62					Deput
28249	Deed (Easement)	June 10 1969				or ingress and egress over Tract	MEM 1111-1111 Deputy
003353	Deed Easement	11 1990				ink-1140nny	Deputy
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Transfer from No. 53579. Originally registered the Seventeenth day of April, 1958,
Register of Titles 22, Page 107, Washington County, Minnesota.

STATE MINNESOTA,

Proceeding No. 379

County of WASHINGTON (As-is or certified that

ROBERT ENGSTROM COMPANIES, a Minnesota corporation

residing at

4801 West 81st Street, Suite #101, Minneapolis

City

, and State of

Minnesota

of

Minneapolis

County of

Hennepin

is now the owner of an estate, in fee simple

of and in the following described land, situated in the County of Washington and State of Minnesota:

OUTLOT G,

THE FIELDS OF ST. CROIX 2ND ADDITION,

according to the recorded plat thereof on file and of record
in the office of the Registrar of Titles in and for the County
of Washington and State of Minnesota.

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incapacity except
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and to
s (single/ married)

_____, who (is/is not) of the age of eighteen years or older am/ is under no legal
11 In Witness Whereof, I have hereunto subscribed my name and affixed the seal of my office

b Twenty-eighth day of February

[Redacted Signature]

of Washington and State of Minnesota
AAA(....-2)
Deputy.

MEMORIAL

OF ESTATES, EASEMENTS OR CHARGES ON THE LAND DESCRIBED IN THE CERTIFICATE OF TITLE HERETO ATTACHED.

DOCUMENT #	INSTRUMENT	DATE OF REGISTRATION		TYPE OF INSTRUMENT		AMOUNT	IN FAVOR OF	SIGNATURE OF REGISTRAR
		MONTH	DAY	YEAR	MON			
10184	Order	June	18	1958	1100 . A. r.		land des ed as Tract 2 and 3, and James F. I ..lirmmoumiai....."1	I . 1 2 1 1 1 4 1
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County Recorder
Washington County, MN

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Gladys KOOLMENN
Count/ ROCDFair

By: *Cindy Koolemann*

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WASHINGTON COMM MINNESOTA

- 9-1 YEAR

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By: *Robert AL 4*

SECOND AMENDMENT TO DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE FIELDS OF ST. CROIX

COMMON INTEREST COMMUNITY NUMBER 109

THIS SECOND AMENDMENT TO DECLARATION is made this 31 day of _____, 2003, by Robert Engstrom Companies, a Minnesota Corporation, "Declarant".

WHEREAS, Declarant has heretofore executed a declaration of Covenants, Conditions and restrictions dated August 21, 1997, and filed in the office of the County Recorder of Washington County, Minnesota as Document Number 943143. Said Declaration has been amended by Document Number 3094196 and supplemented by Document Number 3094198 (hereinafter collectively referred to as the Declaration);

WHEREAS, Declarant is the fee owner of real property located in Washington County, Minnesota, legally described on Exhibit "A" attached hereto;

WHEREAS, The real property described in Exhibit "A" attached hereto is a part of the real property described in Exhibit C of the declaration, and may be subjected to the provisions of the Declaration;

WHEREAS, pursuant to Section 15 of the Declaration, the Declarant has reserved the right to unilaterally add the real property described in Exhibit "A" to the scheme of the Declaration;

WHEREAS, Declarant is desirous that the real property described in Exhibit "A" be made subject to and be brought within the provisions of the Declaration, as provided in said Section 15 thereof;

NOW THEREFORE, Declarant hereby declared as follows:

1. **Subjection of Additional Property to the Provisions of the Declaration.** The provisions of the covenants, conditions and restrictions contained in the declaration are hereby extended to include the real property described in the attached Exhibit "A", and said real property hereby is and shall be held, transferred, sold, conveyed and occupied subject to and together with the easements, covenants, conditions, restrictions, charges, and liens set forth in the Declaration and this Second Supplemental Declaration made in accordance therewith.
2. **Application of Second Amendment to Declaration.** This Second Supplemental Declaration of Covenants, Conditions and Restrictions is made in conformity with Section 15 of the Declaration.
3. **Architectural Control.** Notwithstanding the provisions of Section 8 of the Declaration, Robert Engstrom Companies reserves the sole right to review and approve site plans, landscaping plans and house plans and specifications for the property which is subjected to the Declaration pursuant to this Supplemental declaration. After the original construction is completed, subsequent review shall be subject to the provisions of said Section 8.
4. **Common Elements.** The Common Elements subject to this Supplemental Declaration are Outlots A and B, Bluestem at The Fields of St. Croix..

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed this 31st day of January, 2003.

Robert Engstrom Companies




Robert E. Engstrom
Its President

STATE OF MINNESOTA

)ss.

COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 31st day of

VIA 12th di, 2003, by Robert E. Engstrom, President of Robert Engstrom Companies, a Minnesota corporation, on behalf of the corporation.



Notary Public



Drafted by: •
Timothy A. Netzell
Attorney at Law
414 East County Road D
Little Canada, MN 55117
651-357-1011

EXHIBIT "A"

PROPERTY SUBJECT TO THE
SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE FIELDS OF ST. CROIX
COMMON INTEREST COMMUNITY NUMBER 109

Lots 1 and 2, Block 1;
Lots 1 and 2, Block 2;
Lots 1 and 2, Block 3;
Lots 1 and 2, Block 4;
Lots 1 and 2, Block 5;
Lots 1 and 2, Block 6;
Lots 1 and 2, Block 7;
Outlots A and B;
all in Bluestem at The Fields of St. Croix

NOTICE

To: The Fields of St. Croix Community Association

The enclosed Second Amended Declaration is served pursuant to Rule 4.05 on the Minnesota Rules of Civil Procedure.

You must complete the acknowledgement part of this form and return one copy of the completed form to the sender within 20 days.

Signing this Acknowledgement of Receipt is only an admission that you have received the Second Amended Declaration, and does not waive any other defenses.

You must sign and date the acknowledgement. If you are served on behalf of a corporation, unincorporated association (including a partnership), or other entity, you must indicate under your signature your relationship to the entity. If you are served on behalf of another person and you are authorized to receive process, you must indicate under your signature your authority.

I declare, under perjury, that this Notice and Acknowledgement of receipt of Summons was delivered on M :3j, 2003.




Robert E. Engstrom

**ACKNOWLEDGEMENT OF RECEIPT OF
SECOND AMENDED DECLARATION
FOR
THE FIELDS OF ST. CROIX**

I declare, under penalty of perjury, that I received a copy of the Second Amended declaration.

The Fields of St. Croix Community Association

Its President



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Date of Signature _____

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NO DELINQUENT TAXES AND TRANSFER ENTERED
WASHINGTON COUN1Y, MINNESOTA

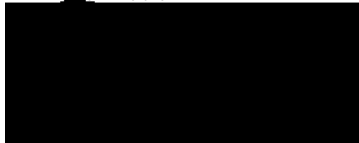
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Washington County, MN

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**SECOND SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE FIELDS OF ST. CROIX
COMMON INTEREST COMMUNITY NUMBER 109**

THIS AMENDMENT is made to the Declaration for Common Interest Community Number 109, this 5th day of March, 2003, by The Fields of St. Croix Community Association, ("Association") a Minnesota Non-profit corporation.

WITNESSETH:

WHEREAS, Common Interest Community Number 109 was created by the filing of the Declaration of Covenants, Conditions and Restrictions for The Fields of St. Croix, a planned community, under Minnesota Statutes Section 515B, et seq. which has been filed with the Washington County Recorders office as Document Number 943143 on August 25, 1997. Said Declaration has previously been amended by Document Number 3094196 and 3335 esS and supplemented by Document Numbers 3094198 (collectively hereinafter referred to as the Declaration); and

WHEREAS, Section 16 of the Declaration allows for the amendment of said Declaration by the consent of the Owners of Lots to which are allocated at least sixty-seven percent (67%) of the votes of the Association, and the consent of the Declarant, Robert Engstrom Companies; and

WHEREAS, a vote of the members of the Association was held, in conformity with the

By-Laws of the Association on the questions of whether to amend said Declaration to add certain provisions for the addition of certain townhome properties to the provisions of the Declaration; and

WHEREAS, more than sixty-seven percent (67%) of the members of the Association have authorized this amendment to the Declaration; and

WHEREAS, Robert Engstrom Companies has consented to this Supplemental Declaration; and

WHEREAS, the Association desires to supplement the Declaration to add certain provisions to allow townhome members on a portion of the property which is subject to this Declaration.

NOW THEREFORE, in consideration of the premises and all other good and valuable consideration, including the consent of the Owners, as indicated by the execution of this document by the secretary of the Association, the Declaration is hereby amended by making the following additions and changes:

1. **THE FOLLOWING SECTION 22 IS HEREBY ADDED TO THE DECLARATION, AND SHALL BE BINDING UPON ALL OWNERS AND THE DECLARANT:**

**SECTION 22
CITY OF LAKE ELMO PROVISIONS**

22.1 Waste Water Treatment System. The Association shall continue to operate and maintain the existing Waste Water Treatment Systems which benefit of all of the Owners, in a manner which complies with all applicable permits and approvals for said Waste Water Treatment System.

22.2 Storm Water Ponds. The Association shall maintain all storm water ponds located on the Property in accordance with City of Lake Elmo requirements.

22.3 Landscaping Maintenance. The Association shall maintain all landscaping areas which are located within the public right of ways.

22.4 Open Space Maintenance. The Association shall be responsible for the maintenance of all areas which are subject to Open Space Easements, drainage ponds, village greens, or other common areas which are owned by the Association and the Declarant shall be responsible for the maintenance of all areas which are subject to Open Space Easements, drainage ponds, village *greens*, or other common areas which are owned by the Declarant.

22.5 City action. In the event that the Association and/or Declarant, does not comply with any obligation required of them as contained in this Section, the Association and Declarant hereby specifically authorize the City of Lake Elmo to undertake such obligations, and to assess the Association and/or Declarant for all such costs and expenses.

22.5 Limitations. The provision of this Section 22 may not be amended or repealed without the express written consent of the City of Lake Elmo.

2. THE FOLLOWING PROVISIONS ARE HEREBY ADDED TO THE DECLARATION, AND SHALL HAVE LIMITED APPLICABILITY.

Notwithstanding anything to the contrary contained herein, the following additions and changes to the Declaration shall *be* applicable ONLY to the properties legally described as follows:

Lots 1 and 2, Block 1; Lots 1 and 2, Block 2; Lots 1 and 2, Block 3, Lots 1 and 2, Block 4, Lots 1 and 2, Block 5, Lots 1 and 2, Block 6, Lots 1 and 2, Block 7, Outlots A and B; all in Bluestem at The Fields of St. Croix (hereinafter referred to as "Bluestem")

In addition to the provisions to which the above described real property is subjected to herein, all provisions of the Declaration which existed prior to the Amendment shall also pertain to the above described real property. In the event that the provisions contained herein and the provisions of the Declaration which previously existed are in conflict, the provisions contained herein shall control as to the above described real property.

Exhibit "B" of the Declaration is hereby amended to include the following real property as "common elements":

Outlots A and B, Bluestem at The Fields of St. Croix

The following provisions is hereby added to Section 1 of the Declaration:

1.21 Party Wall: The shared wall between any two (2) Townhome Lots contained with Bluestem at The Fields of St. Croix.

1.22 Townhome Property: Lots 1 and 2, Block I; Lots 1 and 2, Block 2; Lots 1 and 2, Block 3, Lots 1 and 2, Block 4, Lots 1 and 2, Block 5, Lots 1 and 2, Block 6, Lots 1. and 2, Block 7, all in Bluestem at The Fields of St. Croix. (Bluestem)

The following provisions are hereby added to Section 2 of the Declaration:

2.16 Access Easements. Each Lot in Bluestem shall be the beneficiary of an appurtenant easement for access to a public street over and across the Common Elements, subject to any restrictions set forth in this Declaration.

2.17 Utility and Maintenance Easements. Each Lot shall be subject to and shall be the beneficiary of appurtenant easements for all services and utilities servicing the Lots and the Common Elements, including for the maintenance, repair and replacement of the same.

2.18 Easement for Encroachments. Each Lot, the Common Elements and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Lots for fireplaces, walls, roof overhangs, air conditioning systems, decks, balconies, patios, utility installations and other appurtenances (i) which are part of the

original construction on the adjoining Lot or the Property or (ii) which are added pursuant to plans approved by the Association. If there is an encroachment by a Dwelling, or other building or improvement located in a Lot, upon another Lot or Dwelling as a result of the construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, an appurtenant easement for the encroachment for the use, enjoyment and habitation of any encroaching Dwelling, building or improvement, and for the maintenance thereof, shall exist, provided that with respect to improvements or alterations added pursuant to Section 8, no easement shall exist unless the same have been approved and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

2.19 Easement for Maintenance Replacement and Reconstruction. Each Lot, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to an exclusive, appurtenant easement on and over the Lots for the purposes of maintenance, repair, replacement and reconstruction of the Lots, and utilities serving the Lots, to the extent necessary to fulfill the Associations obligations under the Governing Documents.

2.20 Utility Easements. The Property and the Townhome Property, shall be subject to non-exclusive, appurtenant easements for all utilities, water and sewer, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration or any other duly recorded instrument. Each Lot, and the rights of the Owners and Occupants thereof, shall be subject to a non-exclusive easement in favor of the other Lots for all such services, including without limitation any sewer or water lines servicing other Lots. Each Lot shall also be subject to an exclusive easement in favor of the Association and all utility companies providing service to the Lots for the installation and maintenance of utility metering devices.

2.21 Continuation and Scope of Easements. Notwithstanding anything in this Declaration to the contrary, in no event shall an Owner or Occupant be denied reasonable access to his or her Lot or the right to utility services thereto. The easements set forth in this Section shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Lots and the Common Elements for purposes of maintenance, repair, replacement and reconstruction.

2.22 Easements are Appurtenant. All easements and similar rights burdening or benefiting a Lot or any other part of the Property shall be appurtenant thereto, and shall be permanent, subject only to termination in accordance with the Act or the terms of the 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.

2.23 Impairment Prohibited. No person shall materially restrict or impair any easement benefiting or burdening the Property. The use of all easement rights shall be subject to this Declaration and the right of the Association to establish and enforce reasonable Rules and Regulations governing the use of the Property.

The following provisions are hereby added to Section 3 of the Declaration:

3.5 Townhome Limited Common Elements. The Limited Common Elements and their characteristics are as follows:

15.1 Elements. The Limited Common Elements are those parts of the Common Elements reserved for the exclusive use of the Owners and Occupants of the Lots to which they are allocated, and the rights to the *use* and enjoyment thereof are automatically conveyed with the conveyance of such Lots. The Limited Common Elements are described and allocated to the Lots *as* follows:

a. Chutes, flues, ducts, pipes, wires, conduit or other utility installations, bearing walls, bearing columns, or any other components or fixtures lying partially within and partially outside the boundaries of a Lot, and serving only that Lot, are allocated to the Lot they serve. Any portion of such installations serving or affecting the function of more than one Lot or any portion of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

b. Improvements such as decks, patios, balconies, shutters, awnings, window boxes, doorsteps, stoops, perimeter doors and windows, constructed as part of the original construction to serve a single Lot, and authorized replacements and modifications thereof, if located outside the Lot's boundaries, are Limited Common Elements allocated exclusively to that Lot.

3.2.2 The Limited Common Elements shall be subject to certain easements as described in the Declaration, and to the rights of Owners and Occupants.

3.2.3 All maintenance, repair, replacement, management and operation of the Limited Common Elements shall be the responsibility of the Association.

3.2.4 Common Expenses for the maintenance, repair, replacement, management and operation of the designated Limited Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

The following provisions are hereby added to Section 5 of the Declaration:

5.8 Delegation of Authority. The Board shall, appoint a committee (Committee) of Three (3) Members of the Bluestem to assist the Board with the operation of Bluestem. Such Committee shall assist the Board with all matters which relate solely to Bluestem. The Committee shall make recommendations to the Board regarding maintenance, assessment and governance issues which relate solely to Bluestem. All such recommendations, which the Board determines are reasonable and consistent with the over-all plan and scheme of The Fields of St Croix, shall be adopted by the Board. Additionally, the Committee shall be authorized to create Rules and Regulations which are specific to Bluestem, and shall be

authorized to take such additional actions and perform such additional duties in Bluestem *as* designated by the Board. Enforcement of all such Rules and Regulations created by the Committee shall be by recommendation to the Board that a specific action to enforce a rule or regulation be taken. Such recommendation shall be in writing and executed by a majority of the members of the Committee, and the Board shall adopt such recommendation, if it determines it is reasonable and consistent with the over-all plan and scheme of The Fields of St. Croix.

The following provisions are hereby added to Section 6 of the Declaration:

Section 6.10 Bluestem Assessments. Pursuant to this Section 6, the Owners of property located in Bluestem shall be subject to all assessments and dues which are assessed and charged to all other Owners who are subject to Declaration which creates Common Interest Community Number 109. In addition, Bluestem Owners shall be subject to additional assessments and charges, pursuant to Section 6.1 (a) hereof, for all costs and expenses which are associated with the operation and maintenance of the properties located in Bluestem.

The following provisions are hereby added as Section 7 of the Declaration:

Section 7.6 of the Declaration is hereby amended to include the following:

No vehicles, of any type, shall be parked or stored by an Owner outside of the garage attached to an Owners Property, either in the Common Elements or the public right of way, for a period in excess of 48 hours, without the express written permission (by permit) of the Association. The Board, if it chooses to create the Committee authorized in Section 5.8, it may delegate the responsibility of granting such permits to the Committee.

Section 7.7 of the Declaration is hereby amended to include the following:

No pets or animals may be kept either tethered to any structure on the exterior of a Lot, or kept on the in a confined area on the exterior of any Lot on the Townhome Property. Any and all pets and/or animals which are kept by an Owner shall be kept on the interior of the Lots at all times, except when under the direct, physical control of the Owner. (pets may not be allowed to roam freely outside of the Lots). No pets and/or animals shall be allowed to create excessive noise. No Owner may keep any pet and/or animal, which in the opinion of the Board, or if authorized, the Committee, creates excessive noise or disturbance to other Owners in the Townhome Property.

The following provisions are hereby added to Section 7 of the Declaration

7.28 Exterior Storage. No Owner shall use the exterior of their property for the storage of any items or personal property. All such items shall be stored within the Lot or its attached garage. This prohibition shall not be deemed to include the seasonal use of items such a patio furniture and/or barbeque grills on attached decks. Such seasonal personal property must be

stored according to the provisions of this section during the portion of the year when such items are not normally used.

The following provisions are hereby added to Section 9 of the Declaration

9.5 Maintenance. Restrictions on Alterations. The following restrictions and requirements shall apply to alterations on the Property:

a. Except as expressly provided in this Section, and except for alterations made by Declarant in consideration of its initial sale of a Lot, no structure, building, addition, deck, patio, fence, wall, enclosure, window, exterior door, sign, display, decoration, color change, shrubbery, material topographical or landscaping change, nor any other exterior improvements to or alteration of any Dwelling or any other part of a Lot which is visible from the exterior of the Lot (collectively referred to as 'alterations'), shall be commenced, erected or maintained in a Lot, unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the alterations shall have been approved in writing by the Board of Directors or a committee appointed by it. Notwithstanding the foregoing, Declarant's written consent shall also be required for alterations until Declarant no longer owns any unsold Lot.

b. The criteria for approval shall include and require, at a minimum, (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography, (ii) comparable or better quality of materials as used in existing improvements, (iii) ease of maintenance and repair, (iv) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed alterations, and (v) compliance with governmental laws, codes and regulations.

c. Approval of alterations which encroach upon another Lot or the Common Elements shall create an appurtenant easement for such encroachment in favor of the Lot with respect to which the alterations are approved; provided, that any easement for a deck or patio other than as originally constructed shall be approved by resolution of the Board of Directors and a file of such resolutions shall be maintained permanently as a part of the Associations records.

9.6 Review. Procedures, The following procedures shall govern requests for alterations under this Section:

a. Detailed plans, specifications and related information regarding any proposed alteration, in form and content acceptable to the Board of Directors, shall be submitted to the Board of Directors at least 60 days prior to the projected commencement of construction. No alterations shall be commenced prior to approval.

b. The Board of Directors shall give the Owner written notice of approval or disapproval. If the Board of Directors fails to approve or disapprove within 60 days after receipt of said plans and specifications and all other information requested by the Board of

Directors, then approval will not be required, and this Section shall be deemed to have been fully complied with so long *as* the alterations are done in accordance with the plans, specifications and related information which were submitted.

c. If no request for approval is submitted, approval is denied, unless (i) the alterations are reasonably visible and (ii) no written notice of the violation has been given to the Owner in whose Lot the alterations are made, by the Association or another Owner, within six months following the date of completion of the alterations. Notice may be direct written notice or the commencement of legal action by the Association or an Owner. The Owner of the Lot in which the alterations are made shall have the burden of proof, by clear and convincing evidence, that the alterations were completed and reasonably visible for at least six months following completion and that the notice was not given.

9.7 Remedies for Violations. The Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from the Owner causing or permitting the violation all attorneys' fees and costs of enforcement, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Lot and a personal obligation of the Owner. In addition, the Association shall have the right to enter the Owner's Lot and to restore any part of the Dwelling or Lot to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the Owner and a lien against the Owner's Lot.

9.8 Maintenance by the Association. For the purpose of preserving the architectural character, quality, and uniform and high standards for appearance of the Property, the Association shall (i) provide for exterior maintenance, repair or replacement (collectively referred to *as* "maintenance") of the Dwelling in each Lot that is subject to assessment as follows: paint and replace roofs, gutters, downspouts, and decks,, lighting fixtures (except light bulbs), and exterior siding and other building surfaces (specifically excluding garage doors, exterior doors, and exterior windows, (ii) provide for lawn, shrub and tree maintenance on all Lots, and (iii) provide for all maintenance of the Common Elements, if any. The Association's obligation to maintain exterior building surfaces shall exclude patios, entry doors, door hardware, air conditioning equipment, glass and window frames, and any other items not specifically referred to in this Section, unless otherwise approved by the Association.

9.9 Maintenance by Owner. Except for the exterior maintenance required to be provided by the Association, all maintenance of the Dwellings and Lots shall be the sole responsibility and expense of the Owners thereof. All such maintenance and painting, which *is* the responsibility of the Owner, shall be done in colors which the Association has approved prior to painting. However, the Owners and Occupants shall have a duty to notify the Association promptly of defects in or damage to those parts of the Property that the Association is obligated to maintain.

9.10 Damage Caused by Owner. Notwithstanding anything to the contrary in this section, if, in the judgment of the Association, the need for maintenance of any part of the 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 of condition to be repaired or corrected (and enter upon any Lot to do so), and the cost thereof may be assessed against the Lot of the Owner responsible for the damage.

The following provisions are hereby added to Section 10 of the Declaration:

10.9 Required Townhome Property Coverage. Each Owner of Townhome Property shall obtain and maintain, at a minimum, a policy of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

10.9.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of any improvements constructed on the Property which is owned by the Owner. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverage's and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Federal Housing Administration ("FHA") or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Lot.

10.9.2 Each Owner shall also obtain additional personal insurance coverage, at his or her own expense, any other casualty to the Lot, personal property or personal liability. All insurance policies maintained by Owners shall provide that they are without contribution as against any insurance which may be, but is not required to be purchased by the Association.

The following provisions are hereby added to Section 14 of the Declaration:

The following rights are specifically reserved to Robert Engstrom Companies, and to any builder to which any such right is assigned:

14.8 Sales Facilities. To construct, operate and maintain a sales office, management office, and other development and sales facilities within the Dwellings, Common Elements and any Lots owned by Robert Engstrom Companies, or its assigns, from time to time, located anywhere on the Townhome Property.

14.9 Signs. To erect and maintain signs and other sales displays offering the Dwellings or Lots for sale, in or on any Lots owned by Robert Engstrom Companies, or its assigns, and on the Common Elements.

14.10 **Complete construction.** To complete the construction of the improvements which are intended and approved by the City of Lake Elmo within Bluestem at The Fields of St. Croix.

14.11 **Easements.** To have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements for the purpose of exercising its special Declarant rights.

The following provisions are hereby added as Section 19 of the Declaration:

SECTION 19

PARTY WALLS

19.1 Rule Law to Apply. Each wall built as part of the original construction of the Dwellings and located on the boundary line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto,

19.2 Repairs and Maintenance. The Owners of the Lots which share the party wall shall be responsible for the maintenance, repair and replacement of the party wall in proportion with their use, provided (i) that any maintenance, repair or replacement necessary due to the acts or omissions of a certain Owner or Occupant sharing such party wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for their respective shares of the cost to the extent not covered by insurance.

19.3 Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may, with the consent of the Association, restore it, and the other Owner shall promptly reimburse the Owner who restored the wall for his or her share of the cost of restoration thereof, provided, however, that the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of certain Owners shall be the financial responsibility of such Owners, and the Association may assess the responsible Owners for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner. Insurance claims shall be made promptly following any casualty.

19.4 Weatherproofing. Notwithstanding any other provision of this Section, any Owner who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

19.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Lot and shall pass to such Owners assign and successors in title.

19.6 Arbitration. In the event of any dispute arising concerning a party wall, and if the same is not resolved within 30 days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association, upon the written demand of the Association or any Owner whose Dwellings shares the party wall. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The parties shall share the fees of the arbitrators equally, but each party shall pay its own attorney fees or other costs to prove its case.

The following provisions are hereby added as Section 20 of the Declaration:

SECTION 20

RIGHTS TO RELOCATE LOT BOUNDARIES AND ALTER LOTS

Existing or future Lots may be altered and Lot boundaries may be relocated only in accordance with the following conditions:

20.1 Combining Lots. An Owner may make improvements or alterations to such Lot or, may, after acquiring an adjoining Lot, remove or alter any intervening partition or create apertures therein in accordance with Section 515.2-113 of the Act.

20.2 Relocation of Boundaries. The boundaries between adjoining Lots may be relocated in accordance with Section 51513.2-114 of the Act.

20.3 Subdivision or Conversion. No additional Lots may be created by the subdivision or conversion of a Lot (within the meaning of the Act) into two or more Lots, nor into other Lots, Common Elements or Limited Common Elements.

20.4 Requirements. The alteration, relocation of boundaries or other modification of Lots or the Dwellings or other structures located therein (collectively referred to herein as "alteration" or "alterations") pursuant to this Section, may be accomplished only in accordance with the following conditions:

20.4.1 No Lot may be altered if, thereafter, the Dwelling located therein, or any other Dwelling affected by the alteration, would no longer be habitable or practicably usable for its intended purpose or would violate any law, code or ordinance of any governmental authority having jurisdiction over the Property.

20.4.2 No alteration may be made which adversely affects the structural or functional integrity of any building system or the structural support or weather tight integrity of any portion of any building or other structure.

20.4.3 The prior written consent of the Association shall be required for any alteration, except alterations by Declarant. Where required, such consent shall be requested in writing by each Owner whose Lot is proposed to be altered, accompanied by such explanation, drawings and specifications relating to the proposed alterations as may

be reasonably required by the Association or the first mortgagee of the Lot. The Association shall give such Owner(s) notice in an expeditious manner, granting, denying or qualifying its consent.

20.4.4 As a precondition to consenting to alterations, the Association may require, among other things, the following: (1) that all alterations will be done in a workmanlike manner and without impairing the structural, mechanical or weather-tight integrity of the Building; (ii) that the Common Elements and altered Lots will be repaired and/or restored in the future as required by the Association; (iii) that the construction of the alterations will not create dangerous conditions for any Owners or Occupants; (iv) that the Property, the first mortgagees and the Owners and Occupants will be protected from liens and other liability arising from the alterations, and (v) that the alterations will be done in compliance with the applicable laws, regulations and ordinances of the governmental authorities having jurisdiction over the Property.

20.4.5 The Association may require that the Owners of the Lots to be altered pay all costs of processing and documentation for the request and the preparation and recording of any necessary amendment to the Governing Documents, including without limitation such costs as filing, architects and attorneys fees, incurred by the Association in connection with the alterations.

The following provisions are hereby added as Section 21 of the Declaration:

SECTION 21

RECONSTRUCTION, CONDEMNATION & NOTICE

21.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the improvements to the Property and the Common Elements following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be substantially in accordance with the plans and specifications of the improvements to the Property and the Common Elements as initially constructed and subsequently improved, unless the Board authorizes changes.

21.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern.

21.3 Notice. All Eligible Mortgagees shall be entitled to receive notice of any condemnation proceedings or substantial destruction of the Property, and the Association shall give written notice thereof to an Eligible Mortgagee.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed on the date first written above.

The Fields of St. Croix Community Association



Its President

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Its Secretary

STATE OF MINNESOTA)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 3rd/5th day of April, 2003 by 14 ✓ f n J f 61.e Al and C4 *14r A, its Secretary and President respectively of The Fields of St. Croix Community Association, a Minnesota non-profit corporation, on behalf of the corporation.



Drafted by:
Timothy A. Netzell Attorney at Law
414 East County Road D Little Canada, MN
55117 Atty. Reg. No. 203646 651-357-1011

CONSENT

Robert Engstrom Companies, a Minnesota Corporation, the Declarant in the Declaration for Common Interest Community Number 109 which was created by the filing of the Declaration of Covenants, Conditions and Restrictions for The Fields of St. Croix, a planned community, under Minnesota Statutes Section 515B, et seq., which has been filed with the Washington County Recorder's office as Document Number 943143 on August 25, 1997, and previously supplemented and amended, hereby consents to the execution and recording of the attached Second Supplemental Declaration, and hereby ratifies all of the terms and conditions as contained herein, and consents to the recording of said Second Supplemental Declaration. •

Robert Engstrom Companies

[Handwritten signature]



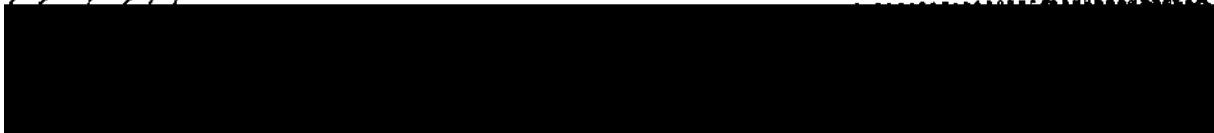
STATE OF MINNESOTA)

)ss.

COUNTY OF HENNPIN)

The foregoing instrument was acknowledged before me this 31st day of M 14-12..CIA, 2003, by Robert E. Engstrom, the President of Robert Engstrom Companies, a Minnesota Corporation, on behalf of the corporation.

[Handwritten signature]



Drafted by:

Timothy A. Netzell
Attorney at Law
414 East County Road D
Little Canada, MN 55117
Atty. Reg. No. 203646
651-357-1011

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CONSENT

Builders Mortgage Company, LLC, a Minnesota Limited Liability Company, the holder of mortgagees interests in the property described in the attached Second Supplemental Declaration, does hereby ratify all of the terms and conditions as contained herein, and consents to the recording of said Second Supplemental Declaration.


Builders Mortgage Company, LLC

Its 4.4. *grioEivr*

STATE OF MINNESOTA)ss.
COUNTY OF HENNPIN

The foregoing instrument was acknowledged before me this 7 day of
, 2003, by /ficit the (A'cl- free o2e41 of Builders Mortgage
Co pan a Minnesota Limited Liability Company, on behalf of the limited liability company.



 STEVEN G. NELSON
Notary Public
Minnesota
MY Commissslan Expires January 31, 2005

Drafted by:
Timothy A. Netzell
Attorney at Law
414 East County Road D
Little Canada, MN 55117
Atty. Reg. No. 203646
651-357-1011

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CONSENT

Huntington Homes, Ltd, a Minnesota Corporation, the contract purchaser or the property described in the attached Second Supplemental Declaration, does hereby ratify all of the terms and conditions as contained herein, and consents to the recording of said Second Supplemental Declaration.

[Redacted Signature]
[Redacted Name]
Its President

ss.

The foregoing instrument was acknowledged before me this Yi f day of _____, 2003, by James C. Rasmussen, the President of Huntington Homes, Ltd, a Minnes Corporation, on behalf of the corporation.

Drafted by:
Timothy A. Netzell
Attorney at Law
414 East County Road D
Little Canada, MN 55117
Atty. Reg. No. 203646
651-357-1011

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DRAINAGE AND UTILITY EASEMENT

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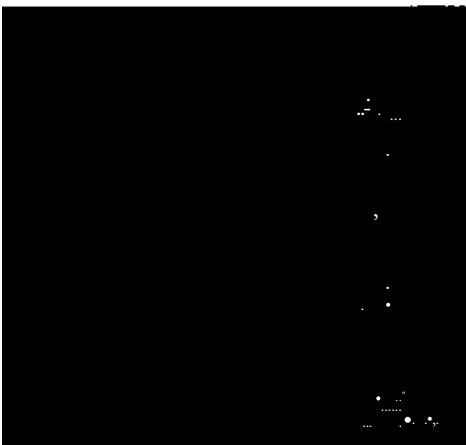
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COMPANIES

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