DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

(MILLIE MEADOW ESTATES THIRD)

This Declaration of Protective Covenants, Conditions and Restrictions is made this ____ day of _____, 202_, by GMR Development, Inc., a Minnesota corporation, hereinafter "Declarant."

WHEREAS, Declarant is the owner of the real property situated in Olmsted County, Minnesota, described as Millie Meadow Estates Third, according to the plat on file and of record in the Office of the Olmsted County Recorder ("Millie Meadow Estates Third"); and

WHEREAS, Declarant desires to create and maintain Millie Meadow Estates Third as a community with architectural design quality, residence compatibility and site feature quality and compatibility, to insure continued property values and pride of ownership; and

WHEREAS, to that end, Declarant desires to impose upon Millie Meadow Estates Third the following terms, conditions, restrictions, reservations and covenants for the benefit of owners of Lots within Millie Meadow Estates Third, present and future.

NOW, THEREFORE, Declarant hereby declares that all of the Lots in Millie Meadow Estates Third shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the Lots in Millie Meadow Estates Third, and be binding upon all parties having any right, title or interest in such Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of such Lots.

ARTICLE I. DEFINITIONS

For the purpose of this Declaration, the following terms shall have the meaning hereinafter ascribed to them:

Section 1. "Living Unit" shall mean and refer to a residence building situated upon a Lot, designed and intended for use and occupancy as a residence by a single family.

Section 2. "Lot" shall mean and refer to all platted lots in Millie Meadow Estates Third, except for any outlots created by Declarant.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract seller and vendees.

Section 4. "Property" shall mean and refer to Millie Meadow Estates Third, and all portions thereof.

ARTICLE II. BUILDING USE AND RESTRICTIONS

Section 1. Single-Family Residences. No Lot shall be used except for single-family residential purposes.

Section 2. Trash Receptacles. No garbage, garbage cans, ashes, refuse, or trash receptacles shall be allowed on a Lot exposed to view and no outside incinerator shall be permitted. No burning or rubbish outside of a residence shall be permitted.

Section 3. Utility Easements. Utility easements are reserved in, on and through the Lots as shown on the plat of Millie Meadow Estates Third for the construction, placing, repair and maintenance of all necessary overhead, underground and surface utilities, public or private, including the right to conduct drainage and trim in and over the areas of such easements.

Section 4. Subdivision of Lots. No Lot shall be subdivided into smaller lots or areas other than as originally platted, except this restriction shall not prevent a Lot from being for the purpose of adding it to an adjacent Lot or portion thereof.

Section 5. Fuel Containers. No liquid, propane gas or other container of any type shall be allowed on any Lot exposed to view.

Section 6. Weeds and Debris. Each Owner shall keep his/her Lot free from weeds and debris prior to construction, and upon completion of construction shall not store or retain any construction materials or equipment on a Lot except within a structure.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes. Dogs, cats and other household pets shall not be permitted to run at large, and it is the Owner's responsibility to comply with all applicable local ordinances, rules or regulations relating to such animals.

Section 8. Occupancy. No Living Unit may be occupied until the exterior is completely finished including one coat of exterior painting, having due regard for weather and climatically conditions.

Section 9. Easements. Easements are reserved as shown on the recorded plat for the installation and maintenance of utilities, drainage, and walkway facilities. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 10. Boulevard Trees. No boulevard trees are allowed in the public right-of-way.

Section 11. Active Solar Heating Systems or Units. No Living Unit or other improvement which incorporates or utilizes an active solar heating system unit or units for purposes of heating a Living Unit or any part of a Living Unit, or water or for any other purposes, may by erected, altered, placed, or permitted to remain on any Lot unless the construction plans and specifications therefor and a plan showing the location of the structure and such system or units have been approved by the Architectural Control Committee as to quality of workmanship and materials and compatibility with the existing physical environment.

Section 12. Earth Shelter or Earth-Bermed Building. No building commonly described as an "earth shelter" or incorporating earth-bermed construction techniques shall be erected, altered, placed, or permitted to remain on any Lot.

Section 13. Antennas. Except with the advance written approval and authorization of the Architectural Control Committee, no exterior television or radio antenna, or satellite dishes exceeding 36 inches in diameter, shall be placed, allowed or maintained upon any portion of a Lot or the Living Unit or any other structure located on a Lot.

Section 14. Prohibited Activities. Campers, trailers, boats, snowmobiles, or other recreational vehicles shall not be permitted to remain upon any Lot for any period in excess of 15 days in any one calendar year, unless such campers, trailers, boats, snowmobiles or other recreational vehicles are stored within an enclosed building located on the Lot.

Section 15. Temporary Structures. No structure of a temporary character, including a trailer, mobile home, basement, tent, shack, garage, barn or other like outbuilding, shall be used on any Lot herein at any time as a residence, either temporarily or permanently.

Section 16. Unlicensed Vehicles. No unlicensed vehicle of any type shall be kept on any Lot.

Section 17. Nuisances. No refuse pile or unsightly object shall be allowed to be placed or to remain anywhere on any Lot. No noxious or offensive activities shall be carried upon any Lot, nor shall anything be done on any Lot or in any building thereon which may be, or may become, an annoyance to the neighborhood.

Section 18. Septic System and Drain Field Design. Each Lot shall utilize a drain field design for the construction of any septic system. The design shall incorporate a grading plan that (i) identifies elevation of the drain field, buildings and any driveway; and (ii) visibly blends into the landscape of the Lot.

ARTICLE III. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. There is hereby established an Architectural Control Committee for the Property which shall be comprised of GMR Development, Inc. until such time that residences have been constructed and completed on all Property or until such time that the said Declarant desires to divest itself of responsibility for architectural control. At such time that such control is relinquished, such responsibility shall be vested in a committee comprised of three Owners which members shall be elected by all Lot Owners in Millie Meadow Estates Third. Said elected Architectural Control Committee shall, at that time, adopt a meeting schedule and rules of operation.

Section 2. General Requirements.

(a) The construction, appearance, placement or maintenance of buildings, fences, drives, sidewalks, walls, pools, play equipment, other structures of any kind or nature, and landscaping shall be subject to the Architectural Control Committee's prior written approval. The standards are divided into the construction and post-construction phases as provided herein.

(b) No building, fence above ground or underground, drive, sidewalk, wall, or other structure shall be commenced, erected, added to any existing building or maintained upon any Lot nor shall any landscaping be performed without the prior written approval of the Architectural Control Committee. The Architectural Control Committee will review the plans and specifications showing the nature, kind, shape, height, materials and location of the same as to harmony of external design and location in relation to surrounding structures and topography. Such plans, upon submittal, shall be approved or disapproved by the Architectural Control Committee within seven days after they are delivered to the Architectural Control Committee. If approval or disapproval action is not taken within said time period, the plans submitted shall be presumed to be approved.

(c) Plans submitted for approval shall include the following:

(i) House plans, including:

(1) Floor plans

(2) Building elevations

(3) Construction materials and specifications

(ii) Site plans, which indicate:

(1) Building, land coverage and location

(2) Location, size and surface type of all drives

(3) Location and type of all exterior lights

(4) General site grading plan including existing and proposed contours

(5) Landscaping plans

(6) Propane tank location

(7) Grading Plans including elevations of the driveway, building and drain fields. Such plans shall include the matters referenced in Exhibit III(2)(c)(ii)(7) incorporated herein.

All plans must comply with applicable requirements of Rochester Township for site and grading plans.

Section 3. General Standards.

(a) Each Lot shall be restricted to construction of one single-family residence. No lean-to, carport, vehicle storage building or building or structure detached from the residence shall be permitted, except up to one accessory structure such as a utility storage building, gazebo, or pool house, not exceeding 144 square feet in size and constructed with the same materials and architectural style as the house and except up to one accessory garage up to three stalls in size when constructed attached to the house or in a detached manner as part of the design style, and constructed with the same materials as the house. An additional garage structure must be reviewed and is subject to approval by the Architectural Control Committee.

(b) No building shall be moved onto any Lot. No factory-manufactured building shall be allowed on any Lot; provided, however, that this shall not preclude precut or similar type construction.

(c) No fences shall be allowed upon any Lot with the exceptions of swimming pool fences required per code, and dog fences, which must be incorporated with the house materials, and may not extend toward the front yard beyond the rear wall of the house closest to the rear property line, and must be built of metal or aluminum (no chain link fences). All fences must be approved by the Architectural Control Committee.

Section 4. Construction Phase Standards.

(a) General:

(i) It is the Builder's and Owner's responsibility to prevent erosion and assure positive drainage. You will receive a Minnesota Pollution Control Agency Form #MN R100001 at lot purchase time that must be completed by the Builder and Owner and submitted to the State of Minnesota.

(ii) No Lot shall be used or maintained as a dumping ground for rubbish. Construction debris will be kept in appropriate containers and removed from the job site on a regular basis. No burning of debris is permitted. All

equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(iii) No vehicles or equipment except passenger automobiles and equipment being used in the construction on the site shall be parked overnight on the street in front of any Lot or upon said Lot or driveway and no materials shall be stored or kept on or in front of any Lot except for the purpose of immediate incorporation into a structure on such Lot. Two construction trailers will be permitted on a Lot during construction. The trailer cannot be parked in the roadway. It shall be the responsibility of the Owner to repair any roads or yards damaged during construction of the residence or during site improvements made to Owner's premises.

(b) The House Design and Position:

(i) The Architectural Control Committee shall approve the positioning of the house on the Lot to ensure proper visual appeal, privacy between houses, elevation relative to the street, adjacent house and ground forms.

(ii) Houses shall be sited on the Lots in a manner which shall maximize open space yard areas and privacy between houses.

(iii) The desired minimum standard for roof pitch shall be 8:12. However, with Architectural Control Committee approval, such pitch may be reduced when deemed appropriate to house style and fit with adjacent homes. Roof pitches between 10:12 and 12:12 are preferred.

(iv) Siding shall be fibered cement, composite wood materials, steel siding or a combination thereof. Houses shall be painted or stained using approved muted or earth tone colors. Trim colors shall complement the major house color used. Stone and brick accents are encouraged.

(v) Homes of earth-sheltered design shall not be permitted.

(c) Site Design:

(i) Each Lot shall be sodded and/or seeded in predominantly Kentucky Blue Grass prior to occupancy of the house. If weather conditions do not permit, the Architectural Control Committee may grant an extension of time. Sod or seed shall be placed in all areas where practicable where grass growth is intended.

(ii) Driveways and parking areas shall be constructed of concrete, brick or asphalt unless otherwise approved by the Architectural Control Committee. Culverts must be installed prior to construction and will be sized by the engineer for the developer, with a minimum of 15-inch diameter and aprons on both ends. The culvert will be galvanized steel and purchased by Lot Owner.

(iii) Walkways shall be constructed of concrete or brick or another approved hard-surfacing material.

(iv) All landscape materials used shall be hardy and appropriate to the area and use on the site.

(v) Mail/Newspaper Boxes: Mail and newspaper boxes will be of uniform design, provided and installed by Declarant. Ownership, maintenance and/or replacement will be the responsibility of individual Lot Owners.

(vi) House Numbers: House numbers will meet the USPO standards and be consistent with the architectural style of the home.

Section 5. Post-Construction Phase Standards.

(a) Houses and Structures: Additions to houses and structures, remodeling, or reconstruction shall be subject to the same restrictions and conditions as the original house construction. Care shall be taken to assure the alterations of the buildings' exteriors are of the same style as the existing houses. Materials used and considerations made by the Architectural Control Committee in review of the plans shall be the same as for the construction phase standards.

(b) Exterior Maintenance: Each Lot and the building(s) erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

ARTICLE IV. GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner or any mortgagee of record, shall have the right to enforce this Declaration by proceedings at law or in equity. Failure by any person or governmental authority to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. This Declaration shall run with and bind the Lots for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically renewed for successive periods of 10 years each.

Section 4. Amendment. This Declaration may be amended by an instrument signed by the Owners owning at least 75 percent of the Lots and by the holders of first mortgages on at least 75 percent of the Lots. Each amendment must be recorded with the Olmsted County Recorder.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the

last known address of the person at the time of the mailing and to the occupant of the address of the Owner's Lot, if it is a different address.

Section 6. Captions. The title of this instrument and the captions of the articles, sections and subsections hereof are for convenience of reference only.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

GMR Development, Inc.

By_____
_____
Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____, the _____ of GMR Development, Inc., a Minnesota corporation, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Dunlap Seeger
Attorneys at Law
30 Third Street SE, Suite 400
P.O. Box 549
Rochester, MN 55903-0549
(507) 288-9111

EXHIBIT III(2)(C)(II)(7)

PLAN SPECIFICATIONS

Decisions related to house style and siting, septic drain field siting, driveway locations within the public right of way and general grading within the lot of a rural subdivision can create challenges that urban lots with curb and gutter are not susceptible to. In an effort to protect all parties involved, each lot within the subdivision shall include a site/grading plan showing the following minimum details.

Within Public Right of Way:

- Width of the driveway
- Elevations at the existing bituminous edge
- 4 foot bituminous connection that the township will patch in. This shall be at 3% slope for 10 feet to provide clearance for plowing.
- Elevations at the right of way
- Verification of the need for a culvert and invert elevations when culverts are required.

Within the Lot:

- Existing easements and utilities such as water lines
- Building foundation footprint to scale
- Building style (walkout/slab) and floor/garage/foundation/opening elevations.
- IBC spot elevations and patios/walks that connect interior site components
- Spot elevations and slopes from the public right of way to the garage
- Culverts and invert elevations when located within the lot
- Drainage arrows and slopes in critical locations directing runoff around the building or towards drainage routes shown on the approved development grading plan.
- Proposed contours showing positive drainage away from buildings and slopes are less than 3:1.
- Retaining walls required for grading/retention due to steep slopes. Walls considered part of the landscaping for aesthetic purposes are not necessary to be shown.
- Silt fence/bio rolls and other erosion control BMP's
- Septic support locations and protection during construction