CEDAR RIDGE TRAILS

AMENDED AND RESTATED DECLARATION OF COVENANTS

THIS AMENDED AND RESTATED DECLARATION is made on this day
of, by Cedar Ridge Trails, LLC, (the "Declarant") and applies to the
following described land:
Block 2, Lots 1-5; Block 3, Lots 1-5; Block 4, Lots 1-9; Block 5, Lots 1-4; Block 6, Lots 1-8; all in Cedar Ridge Trails First Addition (the "First Addition Property"); and
Block 1, Lots 1-2; Block 2, Lots 1-2; Block 3, Lots 1-3, all in Cedar Ridge Trails Second Addition (the "Second Addition Property"); and
WHEREAS, Declarant is the beneficial owner and contract Vendee of the First
Addition Property and the Second Addition Property located in Le Sueur County, State of

WHEREAS, Declarant signed a Declaration of Covenants for the First Addition Property dated September 8, 2005, recorded September 8, 2005 as Document No. 333433 in the office of the Le Sueur County Recorder; and

Minnesota, legally described above (collectively the "Property"); and

WHEREAS, Declarant signed a Declaration of Covenants for the Second Addition Property dated March 1, 2006, recorded March 10, 2006 as Document No. 338100 in the office of the Le Sueur County Recorder; and

WHEREAS, Declarant desires to amend and restate said Declarations for both the First and Second Addition Property and combine them on this Amended and Restated Declaration of Covenants as hereinafter provided; and

WHEREAS, Declarant desires to subject the Property to this Amended and Restated Declaration to, among other things, assist and assure the architectural and aesthetic character of the Property, and to ensure the health, safety, and welfare of resident owners and occupants; and

WHEREAS, the Property is exempt from the provisions of Minn. Stat. Chap. 515B, known as the Minnesota Common Interest Ownership Act, and it is the intent of the Declarant that the Property remain outside of the scope of the Minnesota Common Interest Ownership Act; and

WHEREAS, the Declarant desires to subject the plat of Cedar Ridge Trails to the following Amended and Restated Declaration; and

NOW, THEREFORE, this Amended and Restated Declaration is hereby adopted and shall subject both the First Addition Property and Second Addition Property as follows:

- 1. <u>Definitions</u>. The following words when used in this Amended and Restated Declaration of Covenants will have the following meanings (unless the context indicates otherwise):
 - a) "Additional Real Estate" shall mean the real property legally described in Exhibit A attached hereto, including all improvements located thereon now or in the future, and all easements and rights appurtenant thereto, which property Declarant may add to the Property.

- b) "Assessment" shall mean any assessments levied by the Association.
- c) "Association" shall mean the Cedar Ridge Trails Homeowners Association, a Minnesota non-profit corporation, created pursuant to Minnesota statutes, Chapter 317A, whose members consist of all Owners.
- d) "Board" shall mean the Board of Directors of the Association as provided for in the Bylaws.
- e) "Bylaws" shall mean the Bylaws governing the operation of the Association, as amended from time to time.
- f) "<u>Member</u>" shall mean all persons who are members of the Association by virtue of being Owners. The words "Owner" and "Member" may be used interchangeably in this document.
- g) "Occupant" shall mean any person or persons, other than an Owner, in possession of or residing in a Unit.
- h) "Owner" shall mean a person who owns a Unit, but excluding Contract for Deed vendors, mortgagees, and other parties holding a security interest in a Unit, and Persons holding a remainder interest in a life estate. The term "Owner" includes, without limitation, contract for deed vendees and holders of life estates.
- i) "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- j) "Property" shall mean all of the real property now or hereafter subjected to this Declaration, including the dwellings and all other structures and improvements located thereon now or in the future.
- k) "<u>Unit</u>" or "<u>Units</u>" shall mean any platted lots subject to this Declaration upon which a dwelling is located or intended to be located, as shown on the plat for the Property, including all improvements thereon.
- 2. Architectural Control. No improvement or structure, temporary or permanent, including without limitation, all fences and their appurtenances (all of the foregoing herein referred to as a "Structure") shall be constructed, erected, placed, moved onto or permitted to remain on any Unit, nor shall any existing Structure upon any Unit be altered in any way which materially changes the placement or exterior appearance thereof, nor shall any new use be commenced on any Unit, nor shall the existing trees be cleared from a substantial portion of any Unit, unless completed plans and specifications thereof shall have been submitted to and approved in writing by the Architectural Control Committee ("ACC").
- 3. <u>Architectural Approval.</u> One set of completed prints of the structural, as well as the proposed Unit selection, must be submitted to the ACC for approval. Prints must include foundation plans, floor plans and all exterior elevations. In addition, descriptive information on materials such as brick, stone, siding, and roofing as well as exterior color schemes shall be provided. Construction may

not be started until the Owner has received a letter of approval from the ACC; one (1) copy of which will be signed by the builder and/or Owner and retained by the ACC along with the complete set of prints. Any substantial change made following approval must be submitted to the ACC for re-approval. All plans and documents are to be delivered to Cedar Ridge Trails, LLC, 4821 Minneapolis Ave., Minnetrista, MN 55364, or any other address Declarant may request in the future. Any driveway exceeding 24 feet in width must be approved by the ACC. Two houses of identical design shall not be built on adjacent Units.

- 4. <u>Architectural Disapproval</u>. The ACC shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:
 - a) failure to include information in such plans and specifications as may have been reasonably requested;
 - b) objection to the exterior design, appearance, materials or quality of workmanship of any Structure;
 - c) incompatability of any Structure as used with existing Structures or used upon any other Unit;
 - d) objection to the color scheme, finish, proportions, quality of materials, style of architecture, height, bulk or appropriateness of any Structure;
 - e) any other matter which in the judgment of the ACC would render the proposed Structure inharmonious with the general plan of improvement of the Property.
- 5. During the period of time in which the Declarant has an Committee. ownership interest in any of the Units governed by this Amended and Restated Declaration, Declarant shall be the sole member of the ACC. At such time as Declarant no longer has an ownership interest in any of the Units governed by this Amended and Restated Declaration, the ACC shall be composed of three (3) Members elected by the Owners of the Units in the Association. The term shall be for two (2) years. If a vacancy exists on the ACC by resignation, death or disability of any kind, the vacancy shall be filled for the unexpired term by appointment made by the remaining Member or Members. Upon the expiration of the initial two (2) year term, the Members of the ACC shall be elected by a majority of the then Owners for two (2) year periods thereafter until the expiration of these Covenants. All fee owners shall be entitled to one (1) vote for each Unit owned. Contract for Deed vendors may assign the right to vote to the vendees on said contract. No member of the ACC shall be entitled to any compensation for services performed pursuant to these Covenants.
- 6. <u>Land Use and Building Type</u>. No Unit shall be used except for single-family residential purposes. No Structure shall be erected, altered, placed, or permitted to remain on any Unit other than one newly constructed single-family dwelling not to exceed two and one-half (2 ½) stories in height with

the requirement that there must be at least a double car attached garage measuring a minimum of 480 square feet and no more than a triple car attached garage will be allowed and one (1) storage building. One (1) storage building of new construction and of not more than 144 square feet in size shall be allowed to be placed upon each Unit. No approvals of any storage building will be granted or permitted until location of the storage building is approved by the ACC. This storage building will be required to have the sidewalls and roofing of the same materials and colors as the single-family dwelling and attached garage located on the Unit where said storage building will be located. Pole buildings are specifically prohibited.

- 7. <u>Building Area</u>. The minimum size of any residential dwelling structure, exclusive of open porches, garages and basements shall be:
 - a) In the case of a one story structure, not less than 1300 square feet of finished living space on the main floor.
 - b) In the case of a split entry structure, not less than 1200 square feet of finished living space.
 - c) In the case of a multi-level structure, not less than 1200 square feet of finished living space (not to include 3rd and 4th levels).
 - d) In the case of a modified 2-story structure, not less 1100 square feet on the main level and not less than 1800 combined finished square feet.
 - e) In the case of a two-story structure, not less than a combined total of 1900 square feet of finished living space on the main and 2nd floors. Square footage does not include the basement.

No waiver by the ACC with respect to any Unit shall be construed as an abandonment of this Covenant nor operate as a waiver with respect to any other Unit. Any home with finished square feet less than those listed above must be approved by the ACC.

- 8. Roof. Any structure which shall be erected or placed on any Unit shall have exterior finish completed in not more than twelve (12) months, dated from the start of construction. No residential structure shall be a mobile-type single or doublewide home. The roofline for all residential dwellings must have a minimum 6/12 pitch, 8/12 pitch for ramblers or have prior approval of the ACC. Any gable facing the street must have 8/12 pitch. Shingle color must be approved by the ACC.
- 9. Exterior. Exterior surfaces above the foundation must be 15% stucco, brick, stone or wood and will be allowed in combination with maintenance-free siding. Maintenance-free siding with a minimum thickness of .044 mil. Hardboard will be allowed solely on the rear and sides of residential structures with prior approval of the ACC. Siding color, soffit/facia, trim color and shingle color must be earth tone or neutral in color and must be approved by the ACC.

10. <u>Driveways, Landscaping and Setbacks.</u> An asphalt or cement driveway will be required to be installed from the paved part of the public street running in from of all of the Units to the garage apron of the required double car attached garages being a minimum width of 24 feet from street to garage apron and shall be completed within twelve (12) months from the start of construction. All front & side yards are to have finished grades, sodded and completed within twelve (12) months from the start of construction. Setbacks of all kinds will be adhered to according to the governing ordinances and Laws. A minimum of one 2" tree is required to be planted for each 50' lot and two 2" trees for each lot over 50'.

No excess soil shall be removed from any Unit without permission from the Declarant, who, at its option, shall retain the right to have excess soil deposited at a specified location within the plat of Cedar Ridge Trails, solely at the cost of the Owner. No private wells shall be constructed on any Unit by the Owner or other persons.

11. <u>Nuisance, Temporary Residences, Animals, Trash and Junk.</u> No nuisance, noxious, or offensive activity shall be carried on or permitted on any Unitt nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

No Structure of a temporary nature, trailers, manufactured homes, tents, shacks, barns, basements, garages or other outbuilding shall be used on any Unit at any time as a residence, either temporarily or permanently. All homes on which construction has been commenced must be completed within twelve (12) months from the commencement of construction.

No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Unit, except not more than two (2) dogs, or not more than two (2) cats, or one (1) dog and one (1) cat, may be kept provided that they are not kept, bred, or maintained for any commercial purpose, provided such dogs and cats are adequately confined by the Owner to his own Unit. Any municipal ordinances regarding household pets must also be adhered to. All dog kennels must be in the back of the home and attached to the residential structure or the garage and cannot exceed the rear foundation.

No storage of trash, garbage, refuse, discarded materials, junk or other noxious matter shall be permitted upon any Unit.

12. <u>Storage of Equipment, Vehicles, Parking Restrictions, and Prohibited Uses.</u> Adequate off-street parking shall be provided on each Unit for the parking of automobiles used by the Owner. No unlicensed motor vehicles, watercraft, recreational vehicles or trailers will be permitted on the Property. The parking of commercial vehicles or trucks on any public street shall be prohibited.

There will be no outdoor storage of any motorhome, watercraft, trailers, or other motorized vehicles.

- 13. <u>Lot Splits.</u> No Unit shall be split, divided or subdivided for any purpose, without the prior approval of the ACC and any municipal government with jurisdiction over the Property.
- 14. <u>Signs.</u> No billboards or advertising signs of any type may be erected or maintained on any Unit except for a temporary home for sale sign. Permanent entrance monuments, as well as signs and sales aids used in the initial construction and marketing period must be approved in advance by the ACC.
- 15. Radio, Satellite and Television Antenna, Etc. No radio or television broadcasting or receiving antenna or satellite dish or other similar apparatus shall extend above the highest point on the roof of any dwelling or garage. Conventional TV antennas shall be mounted within the attic of the dwelling structure. Any receiving or broadcasting equipment to be located outside the dwelling structure shall be screened from view from the streets and adjacent Units. No such equipment shall be erected without prior review and approval of the ACC.
- 16. Fences. No fence or wall shall be erected or placed on any Unit without the prior approval of the ACC, nor shall any fence or wall be erected in any location or of any size or material except as allowed under the applicable ordinances of the City of Le Sueur, if any. Fence height shall not exceed 6 feet in height. Any fence other than maintenance-free fencing, wrought iron or chain link must be approved by the ACC. Chain link style fences must be black or brown coated. In no case shall fences or walls be constructed nearer to the street than the principal structure, except in the case of corner Units.
- 17. <u>Outside Garbage Receptacles.</u> No outside incinerators, trash burners or garbage receptacles shall be installed, erected or maintained on any Unit and garbage receptacles and recycled materials shall be kept indoors or in the garage or other enclosed space, except on days when garbage is being collected. This covenant shall not be construed to prohibit the use of outdoor barbecues or fireplaces.
- 18. <u>Easements</u>. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may alter or impede the direction or flow of water through drainage channels in the easements. The easement area of each Unit and all improvements in it shall be maintained continuously by the owner of the Unit, except for those improvements for which a public authority or utility company is responsible.

- 19. <u>Homeowners Association.</u> All Units of Cedar Ridge Trails are members of the Homeowners Association. The rights and obligations of the Members of the Association are listed in a separate documents.
- 20. Outlots. Outlots as shown on the plat of Cedar Ridge Trails, may be replatted as Units at any time by the Declarant and subjected to this Declaration by written amendment executed by Declarant and recorded in the land records of Le Sueur County. Except as otherwise provided herein, playground equipment and trails within the outlots shall be maintained by the Cedar Ridge Trails Homeowners Association, as determined in the Board's sole discretion.
- 21. <u>Cutting of Trees.</u> Owners must obtain approval of the ACC before cutting any trees and before cutting deciduous trees over four (4) inches in diameter, that measure three (3) feet above the ground, except in either case when the area is needed for a house, deck, or driveway, or if the trees are diseased, damaged, or dead.
- 22. <u>Vehicular Travel.</u> All vehicles shall be restricted to designated public roads, service areas, and parking areas, and use of all terrain vehicles, including but not limited to, snowmobiles, motor scooters, motor bikes, dune buggies, and the like by the Owner of any Unit, or guests or others is restricted to public roads or specially designated trails and may not be used on pedestrian paths, or other non-mechanized trail systems.

23. General Provisions.

- a) <u>Construction</u>. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Property.
- b) Not Deemed a Waiver. The failure on any one or more occasions of the ACC to insist upon the strict performance of any of the terms, covenants, provisions, or agreements herein contained shall not be construed as a waiver or relinquishment in the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach and no waiver by the ACC of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ACC.
- c) <u>Applicable Regulation</u>. Zoning regulations, ordinances, and any other municipal provisions required or applicable to the Property shall be observed. In the event of any conflict between any provision of such zoning restriction, ordinances, and any municipal provisions required

- or the restrictions of this Declaration, the zoning restrictions, ordinances and municipal provisions shall apply.
- d) Run with Land. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Amended and Restated Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Owners of the Units has been recorded agreeing to change said Covenants in whole or in part.
- e) Amendment. This Declaration may be amended at any time by an instrument signed by the Declarant above during the time period in which Declarant owns any Unit. At such time as Declarant no longer owns a Unit, this Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Owners. No approval will be needed from any holder of a mortgage on any Unit to amend this Declaration and such mortgage holder or successor-in-interest will be subject to any amendment to this Amended and Restated Declaration. Any amendment shall take effect only after it is recorded with the Le Sueur County Recorder.
- f) Enforcement. Any Owner or the Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or the right to do so thereafter. The party to whom an enforcement action is taken in any form shall be responsible for all costs and fees incurred to enforce this Amended and Restated Declaration or correct the conditions, including reasonable attorneys' fees and costs incurred by the party enforcing the Covenants. Such fees and costs shall be a lien against the violator's Unit and a personal obligation of the Owner.
- g) <u>Severability</u>. Invalidation of any of these covenants or restrictions by judgment in court shall in no way effect any other provisions which provisions shall remain in full force and effect.
- h) <u>Invalidity</u>. Invalidation of any provisions or application of this Declaration by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions or application hereof.
- 24. Nature Trail. The Declarant will construct a pedestrian nature trail (the "Trail") over Outlot A, Cedar Ridge Trails First Addition ("Outlot A"). The Trail shall be constructed in such location on Outlot A as Declarant shall determine in Declarant's sole and absolute discretion, and shall be of earthen materials of such type, as shall be determined by the Declarant, and shall be used for non-motorized, pedestrian use only. Outlot A has been deeded by the Declarant to Cedar Ridge Trails Homeowners Association and Cedar Ridge Trails Townhome Association, as tenants in common, and each Association

will grant the other Association an easement for the use of the Trail by the members of the grantee Association. The use of the Trail shall be subject to the restrictions set forth in any recorded documents regulating or granting easements over the aforementioned area. The Associations may, jointly, adopt rules for the regulation and safety of the Trail. Notwithstanding the foregoing grants of authority, the Trail shall be restricted to pedestrian use, and no motorized vehicles or other transportation devices shall be permitted on the Trail, except for devices typically used by disabled or handicapped persons.

25. Assessments for Costs Related to Nature Trail and Monument Signs.

- a) The Declarant shall pay for the construction, maintenance and the cost of any liability insurance relating to the Trail during calendar years 2006 and 2007. Thereafter the Owners of the property on which the Trail is located shall bear the cost of maintenance and liability insurance for the Trail. Annual assessments for the maintenance and the cost of liability insurance relating to the Trail and any monument signs constructed by the Declarant, shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual assessment shall cover all of the anticipated expenses of the Association for the maintenance, upkeep and liability insurance related to the Trail and/or monument signs and the replacement of any monument sign for that year, which are to be shared equally by all Units. Such annual assessment shall be payable in equal monthly, quarterly or annual assessments, as directed by the Board.
- b) Reasonable Attorney's Fees and Costs Incurred by the Association in Connection with (i) the collection of assessments; and (ii) the enforcement of the rules regarding the Trail, against an Owner or Occupant or their guest, may be assessed against the Owner's Unit.
- c) Late Charges, fines and interest may be assessed as determined by the Board.
- d) The obligation of an Owner to pay assessments shall be as follows:
 - ii. The Owner's obligations shall commence with respect to a Unit at the time at which the owner acquires title to the Unit.
 - iii. The Owner at the time an Assessment is payable with respect to that Owner's Unit shall be personally liable for the share of the amount assessed against such Unit. Such liability shall be joint and several where there are multiple Owners of the Unit.
 - iv. The Owner's liability is absolute and unconditional, unless otherwise modified by law or this Amended and Restated Declaration. No Owner is exempt from liability for payment of Assessments by right of setoff, by waiver of use or enjoinment of any part of the Property, by absence from or abandonment of the Unit, by the waiver of any other rights,

or by reason of any claim against the Association, its officers, directors or agents, or for their failure to fulfill any duties under the documents governing the Association.

- Assessment Lien. The Association has a lien on a Unit for any Assessment levied against that Unit 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 are liens, and are enforceable as Assessments, under this Section 25. Recording of the Amended and Restated Declaration constitutes record notice and perfection of any lien under this Section 25, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability unless agreed to in writing by the Association.
- f) Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the state of Minnesota (i) by action, or (ii) by advertisement in substantially the same manner as 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 Units so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure by advertisement. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge against the Unit.
- g) <u>Lien Priorities; Foreclosure</u>. A lien under this Section 25 is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before this Amended and Restated Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit.
- 26. <u>Developer's Right to Add Additional Real Estate</u>. Declarant reserves the exclusive authority to add the Additional Real Estate to the Property by executing (together with any other owner of the parcel) and recording an amendment to this Amended and Restated Declaration adding such property, subject to the following conditions:
 - a) The right of Declarant to add the Additional Real Estate to the common interest community shall terminate ten years after the date of recording of this Amended and Restated Declaration or upon earlier express written withdrawal of such right by Declarant, unless extended

- by a vote of the Owners. 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 A hereto. 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 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 has no obligation to add the Additional Real Estate to the Property. The Additional Real Estate may be developed by Declarant or its affiliates or successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.
- d) All Units created on the Additional Real Estate shall be restricted exclusively to residential use.
- e) The provisions of this Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created on the Additional Real Estate.
- 27. <u>Association Membership</u>; <u>Rights and Obligations</u>. Membership in the Association, and the allocation to each Unit of a portion of the votes in the Association and a portion of the expenses of the Association, shall be governed by the following provisions:
 - a) Membership. Each Owner shall be a member of the Association by reason of Unit ownership, and the memberships shall be transferred with the conveyance of the Owner's interest in the Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights.
 - b) <u>Voting and Common Expenses</u>. Each Unit is assigned one vote. The Assessments are allocated equally among the Units, such obligations shall be reallocated on the same basis as other Units are annexed to the Property.
 - c) Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and assessment obligations described in Section 25. Said rights, obligations and interests, and the title to the Units, shall not be separated or conveyed separately, and any conveyance, encumbrances, judicial sale, or other transfer of any allocated interest in a Unit, separate from the title to the Units shall be void. The allocation of the rights, obligations and interest described in this Section may not be changed, except in accordance with the documents governing the Association.

d) Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit at meetings of the Association. However, if there are multiple Owners of a Unit, only the Owner or other person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in the Bylaws.

runy described in the Bylaws.		
	DECLARANT	
	CEDAR RIDGE TRAILS, LLC	
	By: 🔏 Jeffrey Meehan Its: President	
STATE OF MINNESOTA)) SS		
) SS (COUNTY OF)		
On this day of, 2006, before me a Notary Public within and for said County, personally appeared Jeffrey Meehan, to me known, who being by me duly sworn, did say that he is the president of Cedar Ridge Trails, LLC, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said Jeffrey Meehan acknowledged said instrument to be the free act and deed of said corporation.		
X		
Notary Public	·	

EXHIBIT A

ADDITIONAL REAL ESTATE LEGAL DESCRIPTION

Outlot B and Outlot D, Cedar Ridge Trails First Addition, according to the recorded plat thereof, Le Sueur County, Minnesota;

and

Outlot B and Outlot D, Cedar Ridge Trails Second Addition, according to the recorded plat thereof, Le Sueur County, Minnesota.