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OFFICE OF THE COUNTY RECORDER
SCOTT COUNTY, MINNESOTA



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**DECLARATION OF PROTECTIVE CONDITIONS, COVENANTS
AND RESTRICTIONS FOR THOROUGHBRED ACRES**

THIS DECLARATION, made on this first day of 2 April _____, 2008, by
Brawn
Development LLC, hereinafter referred to as Declarant,

WITNESSETH:

WHEREAS, the Declarant owns the real estate legally described as: The South 362.00 feet of the North 2108.00 feet of the East half of the West half of Section 33, Township 114, Range 21, Scott County, Minnesota, Subject to a 33.00 foot easement for roadway purposes over the east 33.00 feet.

and

That part of the East Half of the West Half of Section 33, Township 114, Range 21, Scott County, Minnesota, lying south of the north 2108.00 feet and west of the east 950.00 feet of said East Half of the West Half and north of the following described as traveled centerline of County Road No. 8:

Beginning at a point on the east line of the West Half of said Section 33 distant 3031.06 feet south of the north quarter corner thereof (said east line is assumed to bear North 00 degrees 00 minutes 00 seconds East); thence southwesterly a distance of 388.88 feet along a nontangential curve concave to the south having a radius of 5333.90 feet and a central angle of 4 degrees 10 minutes 38 seconds and chord bearing South 79 degrees 33 minutes 29 seconds West; thence South 77 degrees 28 minutes 10 seconds West along tangent a distance of 1200.00 feet more or less and the description of said centerline there terminating, according to the United States Government Survey and situate in Scott County, Minnesota.

Together with the East 7.5 rods of the West Half of the Southwest Quarter of said Section 33 lying northerly of the centerline of the above described County Road No. 8 according to the United States Government Survey and situate in Scott County, Minnesota.

and

The west 450.00 feet of the east 950.00 feet of the East half of the West Half of Section 33, Township 114, Range 21, Scott County, Minnesota, lying south of the north 2108.00 feet of said Section 33 and north of the following described as traveled centerline of County Road No. 8.

Beginning at a point on the east line of the West Half of said Section 33 distant 3031.06 feet south of the north quarter corner thereof (said east line is assumed to bear North 00 degrees 00 minutes 00 seconds East); thence southwesterly a distance of 388.88 feet along a nontangential curve concave to the south having a radius of 5333.90 feet and a central angle of 4 degrees 10 minutes 38 seconds and chord bearing South 79 degrees 33 minutes 29 seconds West; thence South 77 degrees 28 minutes 10 seconds West along tangent a distance of 1200.00 feet more or less and the description of said centerline there terminating, according to the United States Government Survey and situate in Scott County, Minnesota.

The above includes the follow:

Lots 1, 2, - Block 1, Thoroughbred Acres

041100010, 041100020

Lots 1, 2 - Block 2, Thoroughbred Acres

041100030, 041100040

Lots 1, 2, 3, 4, 5, 6- Block 3, Thoroughbred Acres

041100050, 0060, 0070
0080, 0090, 0100

in fee simple, hereinafter referred to as "Thoroughbred Acres", and desires to create thereon a community of compatible and complementary single-family residential homes of the highest architectural quality for the benefit of the residents of the community; and

WHEREAS, Declarant has deemed it desirable for the preservation of Thoroughbred Acres and for the assurance of consistent quality and architectural design to establish certain conditions, restrictions and covenants as to how Thoroughbred Acres may be developed and maintained; and

WHEREAS, Declarant deems it desirable for the purpose of efficiency to create and Architectural Review Committee to which shall be delegated and assigned the powers of administering and enforcing certain of the conditions, covenants, and restrictions contained and referred to herein;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above, known as Thoroughbred Acres, and such additions thereto as may hereinafter be incorporated and brought within the jurisdiction of the Association shall be held, transferred, sold, conveyed and occupied subject to the restrictions, covenants and conditions hereinafter set forth which are for the purpose of protecting the value and desirability of the real property, and which shall run with the real property and be binding upon all parties including their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof and his heirs, successors and assigns.

ARTICLE I **DEFINITIONS**

1.1 **Definitions.** The following terms, when used in this Declaration, shall have the following definitions, except as otherwise specifically provided:

1.2 "Association" shall mean and refer to Thoroughbred Acres Homeowners Association.

1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to the Declaration, but shall not mean or refer to the Present Property hereinafter defined nor to the mortgages of any such lot unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period within 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 upon furnishing adequate proof to the Declarant or other relevant party.

1.4 "Present Property Owner" shall mean and refer to Declarant.

1.5 "Properties" shall mean and refer to that certain real property described in this Declaration and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and of the Association.

1.6 "Common Property" shall mean and refer to that certain real property, including all improvements and structures constructed or to be constructed thereon, described in this Declaration owned or to be owned by the Association, and such additions thereto (by way of easement or other grant from Declarant or others) as have or may be granted to the Association, all for the common use, benefit, enjoyment, and maintenance of the Owners.

1.7 "Lot" shall mean and refer to any individual parcel of land shown upon any recorded plat or subdivision map of the properties whenever such plat or subdivision map, as amended, replatted or further subdivided, shall be made of record.

1.8 "Declarant" shall mean and refer to Brawn Development LLC, its successors and assigns if such successors or assigns should acquire at one time more than one undeveloped lot from Declarant for the purpose of Development.

1.9 "Member" shall mean all Owners who are members of the Association as provided in Article V hereof.

1.10 "Mortgage" shall mean any mortgage or other security instrument by which a lot or any part thereof is encumbered.

1.11 "Mortgagee" shall mean any person named as the mortgagee under such Mortgage or any successors to the interest of such person under such Mortgage.

1.12 "Living Unit" shall mean a detached single residential housing unit consisting of a group of rooms and hallways, which are designed or intended for use as living quarters for one family.

ARTICLE II **PROPERTY SUBJECT TO THIS DECLARATION**

2.1 Properties. The real estate which is and shall be held, transferred, sold, conveyed, occupied, and used subject to this Declaration is located in the Township of Credit River, Scott County, State of Minnesota and is more particularly described as follows:

All platted lots in Thoroughbred Acres according to the map or plat thereof on file or of record in the offices of the County Recorder in and for Scott County, Minnesota, together with such other property as may be made subject to this Declaration by amendments hereto, all of which real estate is heretofore and hereinafter referred to as Thoroughbred Acres.

2.2 Common Property. The Common Property, if any, located in Thoroughbred Acres shall on and after the filing and recording of this Declaration be sold, transferred and conveyed to the Association for the common use, enjoyment and maintenance of the Owners in accordance with the Articles of Incorporation or Bylaws of the Association and in accordance with the terms and conditions thereof.

ARTICLE III **ADDITIONAL PROPERTY SUBJECT TO THIS DECLARATION**

3.1 Additions to Existing Property. The Declarant, its successors and assigns, as defined herein shall have the right, without consent of the members, to bring within the scheme of this Declaration any additional real property, or any part thereof, which is contiguous with real property, described hereinabove, and by this reference incorporated herein for all purposes, in future stages of development.

3.2 Matter of Annexation. Additions authorized under this Article shall be made by filing and Amendment to the Declaration of Protective Conditions, Covenants and Restrictions for Thoroughbred Acres with respect to the additional property and, after such filing; such additional property shall be subject to the covenants and restrictions of this Declaration. Such Amendment to Declaration shall contain such complimentary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of added properties and shall not be inconsistent with the scheme of this Declaration. In no event, however, shall such amendment to Declaration revoke, modify, or add to the covenants established by this Declaration within the existing property.

ARTICLE IV **COVENANT FOR MAINTENANCE ASSESSMENT**

4.1 Lien Subordination. Any lien created as a result of the provisions contained in this article shall be subordinate to a first mortgage on the affected property.

4.2 Creation of the Lien and Personal Obligation Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed covenant and agree to pay to the Association (1) Annual Assessments or charges, and (2) Special Assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors-in-title unless expressly assumed by them but shall continue as a lien on the property.

4.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the maintenance, improvement, preservation, and protection of the Common Property, if any.

4.4 Annual Assessments. Unless otherwise provided herein or in the Articles and Bylaws of the Association, The Board of Directors of the Association shall set the annual assessment to be paid by each Owner.

4.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board of Directors of the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures, personal property and landscaping thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a special meeting duly called for this purpose.

4.6 Notice of Meetings. Written notice of any meeting called for the purpose of taking any action authorized under 4.5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum.

4.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, except as modified in paragraph 4.8 below, regarding the commencement of assessments.

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4.8 Commencement of Annual Assessments: Due Dates. All Owners of lots shall pay a one-time fee of \$300, at the time they take ownership of lot. This money shall be held in and interest bearing trust account of the Declarant, and transferred to the Home Owners Association at the time of the sale, by Declarant, of the last lot in Thoroughbred Acres. Declarant shall, at this time, also notify all Owners the need to elect officers for the Home Owners Association, to manage these funds. Until the Declarant has sold the last lot in Thoroughbred Acres, the Declarant shall be responsible for all maintenance of the Common Property, Entrance Monument, and Street Lighting.

4.9 Effect of Non-Payment of Assessments; Remedies of the Association; the Lien; Personal Obligation of the Owner.

(a) If any assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such reasonable interest thereon and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien on such Lot or Lots which shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors-in-title unless expressly assumed by them. Any such lien shall run in favor of the Association.

(b) To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the Owner of the Lot and a description of the Lot and file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least sixty (60) days from the due date. Such lien may be enforced and foreclosed by the Association in the manner prescribed by Minnesota Statutes for the foreclosure of a mechanic's lien. Each Owner, by acceptance of a deed for any Lot, does further hereby give full and complete power of enforcement of mechanic's lien rights to the Association and does consent to collection of the assessment lien through whatever means are the available at law, or in equity. The person personally obligated to pay such lien shall also be required to pay the Association any assessments against the Lot, which shall become due during any period of enforcement of lien rights. A release of the notice of lien shall be executed by and officer of the Association and recorded upon payment of all sums secured by such lien.

(c) Any assessment not paid within thirty (30) days after the due date shall bear reasonable interest from the due date until paid. No Owner may waive or otherwise escape personal liability for the assessments provided for herein by abandonment of his Lot by non-use of the Common Property. Costs of collection and interest as provided for herein shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS OF ASSOCIATION

5.1 Membership. Each Owner of a Lot which is subject to an assessment by the Association shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of such lot.

5.2 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of one or more Lots, except Declarant. Each Class A Member shall be entitled to one vote for each Lot owned. When more than one person owns any Lot, all such persons shall be Members.

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The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership upon completion of the purchase of a Lot from Declarant and constructions of a residence thereon, in which event the Owner of such Lot shall be entitled to vote as a Class A Member and the Class B Member shall no longer be entitled to any vote with respect to that Lot.

5.3 Class B Termination. The Class B membership held by the Declarant with respect to any Lot shall be forever terminated upon the earliest occurrence of either of the following events:

- (a) The sale of one hundred percent (100%) of all platted lots.
- (b) The passage of four (4) years from the date of recording of these covenants.

5.4 Class B Membership Conversion. Immediately and simultaneous with the termination of Class B membership on any Lot, as provided above, the membership for that Lot shall convert to and become Class A membership.

ARTICLE VI GENERAL RESTRICTIONS, OBLIGATIONS AND PROPERTY RIGHTS OF OWNERS

6.1 Living Unit Restrictions. No Living Unit shall be used for purposes other than as a single family residence, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, provided that none of the following activities shall be considered a violation of this covenant:

(a) The maintenance of model homes and sales offices by Declarant, or others authorized at the sole discretion of the Declarant, during the construction and sales periods, which use shall end at such time as Declarant has sold the last Lot in Thoroughbred Acres and such additional property as may be brought within the jurisdiction of this Declaration pursuant to Article III.

(b) The maintenance of an office by the Association for purposes authorized by the Association.

(c) The maintenance of an Owner of an office within the home provided that such office does not involve in-home appointments or meeting resulting in levels of traffic exceeding that which would be customary for a single family residence.

6.2 Owner's Easement of Enjoyment; Common Property. Every Owner shall have the right and easement of enjoyment, subject to the obligation of maintenance, protection and preservation

therewith, in and to the Common Property, which shall be appurtenant to and shall pass with the title to ever Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable charges and other fees for the repair and protection of any improvements situated upon the Common Property;

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against that Owner's Lot remains unpaid;

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(c) The right of the Association to dedicate or transfer all or part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfers shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of Members has been recorded.

6.3 Obstructions. There shall be no obstruction of the Common Property, nor shall any Owner be allowed to keep or store anything on any part of the Common Property without the prior written consent of the Association except construction materials and equipment during the construction period or except as specifically provided herein. Nothing shall be altered on or constructed in, or removed from the Common Property except as authorized and permitted by the Declarant or upon the prior written consent of the Association.

ARTICLE VII ARCHITECTURAL REVIEW

7.1 Review by Committee. No building, structure, fence, wall, patio, swimming pool, landscape, tennis court or other structure shall be commenced, constructed, altered, or maintained upon any Lot, or portion thereof, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications, proposals, and site plans showing the nature, kind, shape, height, materials, color, surrounding landscaping, and location of the same (hereinafter collectively referred to as "Plans") shall have been filed in writing with and have been approved in writing by the Architectural Review Committee (hereinafter referred to as the "Committee") as to harmony of external design, color, size and location in relation to surrounding structures and topography.

These submitted Plans shall contain details of design, landscaping, site plan, elevation, site grade, fencing, and location and dimensions of structures, walks, driveways, and shall also state the type of construction and exterior materials to be used in construction.

The Committee shall not unreasonably withhold approval of any Plan submitted pursuant hereto; provided, however, that failure to meet the covenants and restrictions, and conditions contained herein shall be grounds for the Committee's reasonable disapproval of such Plans. Plans approved by the Committee shall permit the Owner of Lot to construct in accordance with said plans and in conformity with the applicable codes of the Township of Credit River, Scott County, and the State of Minnesota.

Tree or dirt removal, excavation or construction shall not be commenced until approval therefore has been received from the Committee in writing, or in the form of an approved signature upon said plans. Said plans must conform to the Tree Protection Plan for Individual Lots which has been adopted for Thoroughbred Acres and which may be obtained from the Architectural Review Committee. The owner must complete all buildings, structures, or improvements, including installation of sod or seed over areas disturbed from construction activities, within twelve (12) months of the approval of commencement of construction; otherwise, all approvals become null and void.

Any deviation in construction on any Lot from approved Plans, which in the judgment of the Committee is of substantial detriment to the appearance of the structure or the surrounding area, shall be corrected to conform to the approved plans at the expense of the Owner of the Lot.

7.2 Material Specifications. Acceptable products for use on the front and viewable sides of the home shall be brick, stone, stucco and cement siding painted in wood tones or other colors which are approved by the Architectural Review Committee. The plan must include specific information as to type and color of roofing materials. Shingles to be equal to or better than GAF Timberline 30 and Plans shall subject to approval by the Committee. Vinyl, steel or aluminum may be allowed on backs and sides of houses and garages where it will not negatively affect the value and look of the subdivision. This decision shall be determined by the Architectural Review Committee.

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7.3 Committee Membership. The Architectural Review Committee shall have three (3) members. The initial members shall be appointed by and serve at the pleasure of the Declarant, and the Declarant shall have the authority and power to appoint successors and/or replacements until Declarant has sold all the Lots in Thoroughbred Acres, or sooner at the option of the Declarant. At that time, the members of the Architectural Review Committee shall be deemed to have resigned. Upon such resignation, the then record Owners of a majority of the Lots in Thoroughbred Acres shall have the power to elect successors and/or new members of the Architectural Review Committee.

7.4 Architectural Liability. Driveways, parking and lawn areas shall conform to natural grades, with wooded areas preserved and native growth protected. Neither Declarant nor any member of the Committee shall be liable for damages to anyone who has submitted plans for approval, nor to any Owner by reason of mistaken judgment, negligence, or nonfeasance of themselves, their agents or employees arising out of or in connection with the approval or disapproval of any such plans. The Committee shall be concerned with aesthetic characteristics only and do not assert specific architectural expertise. It is the sole duty and responsibility of the applicant to employ any architect or other person to design the requested modification in a safe and architecturally sound manner.

7.5 Compensation. Members of the Committee shall not be entitled to compensation for services performed by them pursuant to this Article.

7.6 Submissions Required. The following submittals are required for all buyers for review and written approval before any construction can commence on any Lot in Thoroughbred Acres:

(a) Submission of two (2) copies of a detailed floor plan, showing dimensions of all floors, style and pitch of roof, and location of venting stack, and containing front, rear and side elevations.

(b) Submission of two (2) copies of a site plan, overlaid on a 2' topographical contour map, showing the location of the proposed home and driveway, all front yard and side lot setbacks, location of septic and well, and landscaping details. Landscaping plans must address issues of erosion control.

(c) Submission of two (2) copies of a letter addressing the following items:

1. Total square footage by floor.
2. Type and color of siding material. (Manufacturer name, actual sample of manufacturer color chip must be submitted.)
3. Type and color of roofing material. (Manufacturer name, color or actual roofing sample must be submitted.)
4. Soffit and fascia color and type. (Manufacturer name, color or actual sample must be submitted.)
5. Type and material of any exterior fireplace chase.

6. Location and color of exterior brick or stone. (Manufacturer name, color or actual sample must be submitted.)
7. Type of driveway surface.
8. Name, address and telephone of Buyer or Owner.
9. Name, address and telephone of Builder.

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7.7 All submittals and questions must be directed to the attention of the Chairman of the Architectural Review Committee, at least seventy-two (72) hours prior to the Architectural Review Committee meeting at which the submittal is proposed to be reviewed. The Chairman will determine the location and dates of meetings of the Architectural Review Committee. Upon proper inquiry, the location and date of the next Architectural Review Committee will be provided. The Chairman of the Committee will determine if sufficient data and materials have been submitted in order to place the proposal on the agenda. Failure to supply completed submittals and samples will delay the review process until a complete submission has been made. All responses from the Architectural Review Committee will be in writing.

7.8 Any additions to or changes from the approved submittals must be presented to the Architectural Review Committee for its approval in the same manner as indicated above for original submittals. Accessory structures of a permanent nature such as shed, detached garages, satellite dishes, antennas, dog kennels, fencing, decks, gazebos and playground equipment must be submitted for Architectural Review Committee approval.

ARTICLE VIII **LAND USE REQUIREMENTS**

8.1 **Residential Structures.** No Lot within Thoroughbred Acres shall be used for anything except residential purposes, except that the Declarant or its designee shall be entitled to maintain model homes upon the Lots. No building or structure shall be erected, altered, placed or permitted to remain on any Lot except one detached shingle family dwelling with a private attached garage designed to accommodate a minimum of three (3) automobiles, together with accessory structures which comply with the provisions of this Declaration.

8.2 **Building Size.** The size of any building or structure exclusive of one story open porches, basements and garages shall be:

(a) A one-story residence must have an above-grade finished area within the main structure of no less than two thousand (2,000) square feet exclusive of garage, basement, open porch or accessory structures thereto.

(b) A split-level residence must have an above-grade finished area within the main structure of no less than two thousand (2,000) square feet exclusive of garage, basement, open porch or accessory structures thereto.

(c) A story and a half residence must have a finished floor area within the ground floor of the structure of no less than two thousand (2,000) square feet exclusive of the garage, open porch, or accessory structure thereto, and a total on the ground floor and second floor of not less than two thousand five hundred (2,500) square feet of floor area.

(d) A two-story residence must have above-grade finished floor area of no less than one thousand two hundred fifty (1,250) square feet and a total of the ground and second floor of not less than two thousand eight hundred (2,800) square feet.

(e) A split-entry residence must have an above-grade finished area within the main structure of no less than two thousand (2,000) square feet exclusive of garage, basement, open porch or accessory structures thereto.

The Architectural Review Committee shall make the classification of a particular house as a Rambler, Two Story, of Split Entry, in its reasonable judgment. In all cases the foregoing standards are for the above grade finished square footage of the building, exclusive of open porches, decks or the garage.

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The square footage of enclosed four (4) season porches shall count against minimum square footage requirements. The square footage of bay or bow windows shall be calculated as follows: overall width of opening multiplied by length or longest cantilever. The square footage of any room, which is two (2) stories in height, shall be double. The square footage of any floor shall be calculated by measuring from the outside exterior wall to the opposite outside exterior wall.

8.3 Building Height. No building or structure shall be constructed, altered, or maintained on any Lot which is more than two (2) stories in height from ground to eave line. For purpose of building height, an exposed walkout basement shall not be included as part of the building height. Certain Lots with suitable topography and architectural design may be evaluated by the Committee to consider an exception to this Article 8.3.

8.4 Easement Areas. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, unless vacated by action of the municipal authority. 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 easement. The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for improvement made by a public authority, utility company or agent of the Homeowners' Association.

8.5 Mail Boxes. The design and construction of the mail box shall be at the discretion of the Committee. The Committee shall endeavor to maintain uniformity of the mailboxes. All replacement of aging, broken or damaged mailboxes, subsequent to the initial installation, shall be in a manner and type that is compatible with all other then existing mailboxes, in order to insure lasting continuity of mailbox construction and design within all of Thoroughbred Acres.

8.6 Utilities. All utility connection facilities including water, sewer, natural gas, telephone, electric and cable TV (if available) shall be underground. Liquid petroleum tanks used in conjunctions with the heating of newly constructed homes will be allowed; however, said liquid petroleum tanks shall be installed in such a way as to prevent their being exposed to public view and shall be removed as soon as possible after natural gas becomes available for hook-up at the street frontage of any affected Lot.

8.7 Landscaping. All Lots shall be finish landscaped with sod, seed, or other landscape methods approved by the Committee within twelve (12) months after the date of commencement of construction. For purposes of this section, "Finish Landscaped" shall mean:

(a) All lot area within thirty (20) feet of the foundation of any building or structure;

(b) A minimum aggregate total of 10,000 square feet area;

(c) The edge of the road fronting the lot to the extent of the public road right of way;

(d) Natural wooded area does not need to be Finished Landscaped, but dead

trees within one hundred (100) feet of the public road right of way should be removed.

(e) All area disturbed by construction activity.

1.8 Rough staking. The Owner of any Lot proposed to be built upon is responsible for rough staking corners of the house on the Lot consistent with the site plan or submitting a survey by a registered survey.

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1.9 Once the Lot has been rough staked, site plans must be submitted as soon as possible so that the Architectural Review Committee can observe house location, set back and orientation of the house on the Lot.

8.9 Accessory Building. A maximum of one accessory building may be erected on a singular Lot provided that the following requirements are fulfilled.

(a) The total square footage of the same shall in no event exceed two thousand (2,000) square feet;

(b) The exterior design and style of the same shall match that of the Living Unit on the subject Lot as to siding materials, style, trim materials, roof pitch, roofing materials, color, millwork, and stonework;

(c) All information, documentation, Plans, submissions, and samples referred to elsewhere in this Declaration concerning obtaining the approval for the construction of any other improvement must be submitted in a like manner for such accessory building;

(d) The Committee must approve all such information, documentation, Plans, submissions, and samples in the same manner and utilizing the same process as set forth elsewhere in this declaration for other improvements before construction of the same can be commenced.

(e) The Architectural Review Committee shall approve location of outbuilding. The location of an outbuilding cannot impact the view of neighboring Lots, unless all adjacent neighbors sign a statement of approval to the Architectural Review Committee.

8.10 Granular Fertilizer. The use of granular fertilizer containing nitrogen on any finished landscaped area on any Lot shall be prohibited. The use of liquid fertilizers shall be permitted if such fertilizers are applied in a safe manner and with a sufficient distant from any pond or wetland so as to minimize runoff of such fertilizer into the pond or wetland.

ARTICLE IX COMMON PROPERTY

9.1 Easement. Any aforementioned described easement now or hereafter granted to the Association herein defined as Common Property is conveyed to the Association for the use, enjoyment and benefit of all of the Owners of Lots in Thoroughbred Acres. The use and enjoyment thereof is intended to be a passive use, and shall be preserved and maintained by the Association and its Member Owners.

9.2 Other Common Property. Nothing contained in this Article or anywhere else in the Declaration shall prohibit the Association from obtaining any other Common Property of the Association in accordance with the terms and conditions in the Association's Articles and Bylaws or the terms and conditions of this Declaration.

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ARTICLE X **PROHIBITED ACTIVITIES AND USES**

10.1 Driveways. No living Unit shall be constructed, altered, or maintained on a Lot unless it has a driveway from a street running to the garage, which must be of sufficient area to park at least two cars entirely off the street. All driveways shall be constructed of concrete, bituminous surfacing or pavers, with completion of said driveway surfacing to be completed no later than two (2) years following the date of original occupancy of the Living Unit.

10.2 Temporary Structure of Equipment. No building or structure of a temporary character and no trailer, self-propelled recreation vehicle, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot. No commercial vehicles, tanks, commercial equipment or fish houses of any kind shall be stored on any Lots, unless stored within a garage or otherwise sheltered from public view.

10.3 Sign. No signs of any kind shall be displayed to the public view on any Lot except that name and address signs shall be of a dignified character and shall not be over two (2) square feet in size. No advertising sign of any kind shall be displayed in public view on any Lot except one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by builder to advertise the building during construction and sale.

10.4 Nuisances. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or a nuisance, either temporarily or permanently. The discharge of any form of firearms shall be considered an offensive activity, and shall not be permitted at any time.

10.5 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, not to exceed three pets per Lot, may be kept, provided they are not kept, bred, or maintained for any commercial purposes. Doghouses or shelters shall be located in rear yards only and shall be fully screened from view from the street. Dogs, cats, or other household domesticated pets may be kept, provided such pets are not allowed to freely exit their respective Owner's lot, without being adequately restrained on a leash or invisible fence

10.6 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Garbage shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and placed in such a way as to prevent their being exposed to public view and/or becoming a nuisance.

10.7 Soil and Gravel Sale. Except as approved by the Architectural Review Committee, no sod, soil or gravel shall be sold or removed from the Property and all soil or gravel available from any excavation for the construction or alteration of a living unit or any appurtenance of any Lot

and by whomsoever owned shall be hauled and disposed of at other points within or without the boundaries of the property at the discretion of the Architectural Review Committee.

10.8 Vehicles. No buses, trucks, snowmobiles, house trailers, trailers, unlicensed or inoperative automobiles, aircraft, tractors, or watercraft over twenty (20) feet shall be parked, kept or stored on a Lot except on a temporary basis unless parked, kept or stored within a closed garage, or kept in such a way as to prevent their being exposed to public view or unless otherwise restricted or prohibited by local ordinance.

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10.9 Tower Structures. No poles, posts, outside lights, towers or antenna may be installed that exceed ten (10) feet in height except that an outside radio or television antenna may be placed upon the roof of a Living Unit, providing such antenna does not extend more than ten (10) feet above the roof where it is located. The Architectural Review Committee, prior to installation, must approve any satellite dishes for installation.

10.10 Sewer and Water. The Owner of any property must construct his own water supply and water facilities to conform to county and city requirements. The Architectural Review Committee

shall not defeat the general intent and purpose of the restrictions. Such right of variances shall terminate upon the Declarant selling the last Lot in Thoroughbred Acres, and such additional property as may be brought within the jurisdiction of this Declaration and house being constructed on each and every such lot.

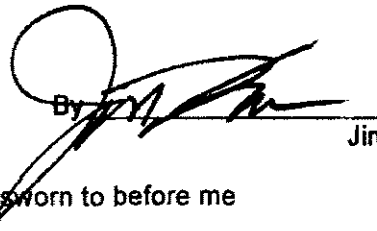
13

11.5 Notices. Any notice required to be sent to any member of the Association or to any Owner under the provision of the Declaration shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of such member or owner appearing on the records of Association at the time of such mailing.

11.6 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand as of the day and year first above written.

Brawn Development LLC

By 

Jim Koesting, Chief Manager

Subscribed and sworn to before me

This day of April 1, 2008

Notary Public 






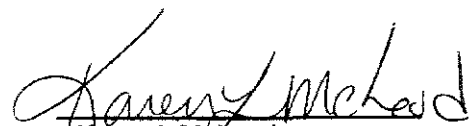
Gregory S McLeod
21400 Palomino Drive
Prior Lake Mn. 55372

Subscribed and sworn to before me

This day of April 1, 2008

Notary Public 

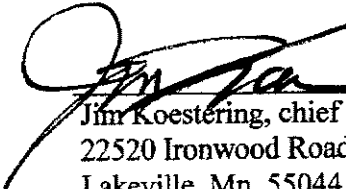




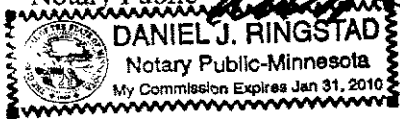
Karen L McLeod
21400 Palomino Drive
Prior Lake Mn. 55372

Subscribed and sworn to before me

This day of April 2, 2008



Jim Koestering, chief Manager
22520 Ironwood Road
Lakeville, Mn. 55044

Notary Public

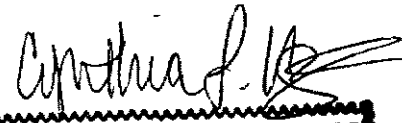

DANIEL J. RINGSTAD
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

Subscribed and sworn to before me

This day of April 2, 2008


Dan Ringstad, Vice President
New Market Bank
20151 Icenic Trail
Lakeville, Mn. 55044

Notary Public



CYNTHIA LYNN KEPPERS
Notary Public-Minnesota
My Commission Expires Jan 31, 2009