



Doc No. A- 1553031
 OFFICE OF COUNTY RECORDER
 OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office
 for record on --November 23, 2021 4:00 PM

W. MARK KRUPSKI - Co. Recorder by deputy: ww

Well Certificate: _____ Abstract: _____ Fee: \$46.00

TCPA
 4111 - 11TH AVENUE SW, RM 10
 ROCHESTER, MN 55902

PINS N/A

**DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR THE BENEFIT OF
 MAYOWOOD WOODLANDS THIRD**

THIS DECLARATION, is made this 15th day of November, 2021 by Clark
 Development LLC, a Minnesota limited liability company (hereinafter referred to as
 "Declarant").

RECITALS

WHEREAS, Declarant is the fee owner of the real property in Olmsted County,
 Minnesota depicted on the plat of Mayo Woodlands Third (the "Property") which
 includes the following twenty-five (25) residential lots (hereinafter referred to
 collectively as the "Lots"):

- ✓ Conventional Lots: Lots 1 through 7, Block 1, Mayo Woodlands Third
- ✓ Cluster Lots: Lots 2 through 10 and Lots 12 through 20, -- Block 2, Mayo Woodlands
 Third

WHEREAS, the Property also includes the following common property (the "Common
 Property"): Outlot A to be utilized for the community septic system serving the Cluster
 Lots and partially for a drainage easement; Outlots B and C which will be used for
 ✓ private streets; and Lots 1, 11, and 21, Block 2 all which will serve as drainage easements
 and community open spaces;

WHEREAS, Declarant desires to create and maintain the Property for the use, health,
 and safety of its resident Owners and 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 the above end, Declarant has incorporated Mayo Woodlands Third
 Association, Inc. under the laws of the State of Minnesota as a non-profit corporation, to
 which shall be assigned the power and duties of owning, maintaining and administering the
 Common Property and facilities, and administering and enforcing the covenants,

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restrictions, easements and collecting and disbursing the assessments and charges hereinafter created.

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of development for the benefit of the owners of Lots within the Property;

NOW THEREFORE, Declarant declares that the Property is, and shall be, held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges and liens (sometimes referred to herein as "Covenants and Restrictions") which covenants and restrictions shall run with the land and be binding on all parties having any right, title or interest in the hereinafter described Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

- (a) "Architectural Review Committee" (also known as "ARC") shall mean the committee of people established herein to maintain architectural and construction standards of improvements on the Lots that enhance the value of the Lots as a whole.
- (b) "Architectural Guidelines" means the architectural approval process and architectural and landscaping standards that have been adopted by Mayo Woodlands, LLC as set forth herein at Article XI.
- (c) "Association" means and refers to Mayo Woodlands Third Association, Inc., a Minnesota non-profit corporation, its successors and assigns, created pursuant to Chapter 317A of the laws of the State of Minnesota and whose members consist of the Declarant and all Owners as defined herein.
- (d) "Board" means the Board of Directors of the Association as provided for in the Bylaws.
- (e) "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.
- (f) "Cluster Lot" means each of Lots 2 through 10 and Lots 12 through 20, Block 2, Mayo Woodlands Third and any subsequent additional lots as may be created and identified as Cluster Lots in any additional land subjected to this Declaration.
- (g) "Common Property" means all property owned, managed, operated or leased by the Association for the benefit of the Members of the Association. The Common Property comprises those acres within the existing residential area designated as

- "Outlots", Lots 1, 11 and 21, Block 2, and such additional outlots as Declarant may create in any additional land subjected to this -Declaration.
- (h) "Common Expenses" means and includes all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation including, without limitation, allocations to reserves and those items deemed necessary by the Association for the maintenance, repair, replacement, management and operation of the Common Property.
- (i) "Community Treatment Site", also known as Community Wastewater Treatment System, means all property owned by the Association for the benefit of surrounding Lots identified in the document entitled Declaration of Community Wastewater Treatment System for Mayo Woodlands Third to be recorded with the Olmsted County Recorder's Office, Minnesota. The Community Wastewater Treatment System has a common collection system on Outlot A, Mayo Woodlands Third including drainage and associated sewer mains and treatment units as described in the recorded Declaration of Community Wastewater Treatment System for each Dwelling located on a Cluster Lot.
- (j) "Common Water Supply System Site" means each of three (3) specified 50 feet by 60 feet well sites and related water line easements identified in the three (3) documents, each entitled Declaration of Well and Water Easement to be recorded with the Olmsted County Recorder's Office, Minnesota.
- (k) "Declarant" shall mean and refer to the Declarant above-named, and to its successors and assigns.
- (l) "Conventional Lot" means each of Lots 1-7, Block 1, Mayo Woodlands Third and subsequent additional lots as may be created and identified as Conventional Lots in any additional land subjected to this declaration.
- (m) "Development Agreement" means that certain Development Agreement, recorded on February 14, 2003 as Document No. A-955280, as amended by that certain Amended Development Agreement by and between Declarant and the Rochester Township dated _____, 2021.
- (n) "Dwelling" 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.
- (o) "First Mortgagee" means any person, corporation or other entity named as mortgagee in any mortgage deed granting a first lien upon the fee simple title to any Lot.
- (p) "Lot" shall mean and refer to all platted lots in Mayo Woodlands Third, except for any outlots created by Declarant.
- (q) "Governing Documents" means this Declaration, the Declarations of Well



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 and safety of its resident Owners and as a community with architectural design quality,
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NOW THEREFORE, Declarant declares that the Property is, and shall be, held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, charges and liens (sometimes referred to herein as "Covenants and Restrictions") which covenants and restrictions shall run with the land and be binding on all parties having any right, title or interest in the hereinafter described Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

- (a) "Architectural Review Committee" (also known as "ARC") shall mean the committee of people established herein to maintain architectural and construction standards of improvements on the Lots that enhance the value of the Lots as a whole.
- (b) "Architectural Guidelines" means the architectural approval process and architectural and landscaping standards that have been adopted by Mayo Woodlands, LLC as set forth herein at Article XI.
- (c) "Association" means and refers to Mayo Woodlands Third Association, Inc., a Minnesota non-profit corporation, its successors and assigns, created pursuant to Chapter 317A of the laws of the State of Minnesota and whose members consist of the Declarant and all Owners as defined herein.
- (d) "Board" means the Board of Directors of the Association as provided for in the Bylaws.
- (e) "Bylaws" means the Bylaws governing the operation of the Association, as amended from time to time.
- (f) "Cluster Lot" means each of Lots 2 through 10 and Lots 12 through 20, Block 2, Mayo Woodlands Third and any subsequent additional lots as may be created and identified as Cluster Lots in any additional land subjected to this Declaration.
- (g) "Common Property" means all property owned, managed, operated or leased by the Association for the benefit of the Members of the Association. The Common Property comprises those acres within the existing residential area designated as

- "Outlots", Lots 1, 11 and 21, Block 2, and such additional outlots as Declarant may create in any additional land subjected to this -Declaration.
- (h) "Common Expenses" means and includes all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation including, without limitation, allocations to reserves and those items deemed necessary by the Association for the maintenance, repair, replacement, management and operation of the Common Property.
 - (i) "Community Treatment Site", also known as Community Wastewater Treatment System, means all property owned by the Association for the benefit of surrounding Lots identified in the document entitled Declaration of Community Wastewater Treatment System for Mayo Woodlands Third to be recorded with the Olmsted County Recorder's Office, Minnesota. The Community Wastewater Treatment System has a common collection system on Outlot A, Mayo Woodlands Third including drainage and associated sewer mains and treatment units as described in the recorded Declaration of Community Wastewater Treatment System for each Dwelling located on a Cluster Lot.
 - (j) "Common Water Supply System Site" means each of three (3) specified 50 feet by 60 feet well sites and related water line easements identified in the three (3) documents, each entitled Declaration of Well and Water Easement to be recorded with the Olmsted County Recorder's Office, Minnesota.
 - (k) "Declarant" shall mean and refer to the Declarant above-named, and to its successors and assigns.
 - (l) "Conventional Lot" means each of Lots 1-7, Block 1, Mayo Woodlands Third and subsequent additional lots as may be created and identified as Conventional Lots in any additional land subjected to this declaration.
 - (m) "Development Agreement" means that certain Development Agreement, recorded on February 14, 2003 as Document No. A-955280, as amended by that certain Amended Development Agreement by and between Declarant and the Rochester Township dated _____, 2021.
 - (n) "Dwelling" 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.
 - (o) "First Mortgagee" means any person, corporation or other entity named as mortgagee in any mortgage deed granting a first lien upon the fee simple title to any Lot.
 - (p) "Lot" shall mean and refer to all platted lots in Mayo Woodlands Third, except for any outlots created by Declarant.
 - (q) "Governing Documents" means this Declaration, the Declarations of Well

and Water Easement, Declaration of Community Wastewater Treatment System, the Bylaws of the Association, and the Articles of Incorporation of the Association, as amended from time to time, The Rules and Regulations of the Association promulgated from time to time all of which shall govern the use and operation of the Property.

- (r) "Member" means a Member of the Mayo Woodlands Third Association as provided for in Article VII, hereof. The words "Owner" and "Member" may be used interchangeably in this Declaration.
- (s) "Open Space" means all real property owned by the Association for the benefit of the Members a.
- (t) "Owner" means each person, partnership, corporation, or other entity who or which is either: the holder of a fee simple absolute interest, a contract for deed vendee or a life tenant with respect to any Lot or Lots.
- (u) "Plat" means that certain Mayo Woodlands Third Plat approved by Rochester Township which Plat shall be recorded with the Office of the County Recorder, Olmsted County, Minnesota.
- (v) "Private Road" means roadway areas owned by the Association for the benefit of Members. The costs for repair, maintenance, improvement and replacement of each Private Road are the responsibility of each Lot abutting the Private Road. The Private Roads are depicted as Outlets B and C on the Plat of Mayo Woodlands Third.
- (w) "Rules and Regulations" means the Rules and Regulations of the Association as enacted from time to time by the Association.
- (x) "Owner" shall mean and refer to the record fee owner or contract vendee, whether one or more persons or entities, of any Lot included herein, but excluding contract vendors and others holding an interest merely as security for the performance of an obligation.
- (y) "Property" shall mean and refer to all the Lots, Blocks and Outlots in Mayo Woodlands Third, and all portions thereof.

ARTICLE II REAL PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration s more particularly described as follows: all the Lots and Outlots platted in Mayo Woodlands Third, Olmsted County, State of Minnesota.

**ARTICLE III
ADDITIONAL PROPERTY**

Additional real property may become subject to this Declaration in the following manner:

The Declarant, its successors and assigns, shall have the right to bring within the plan of this Declaration property located in Olmsted County, Minnesota. The additions authorized under this section shall be made by the filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the plan of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration shall contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are consistent with the plan of this Declaration.

**ARTICLE IV
DESCRIPTION OF LOTS AND APPURTENANCES**

1. Lots. There shall be 25 Lots restricted exclusively to residential use as depicted in the plat of Mayo Woodlands Third and described herein. Each Lot constitutes a separate parcel of real estate. In addition to the 25 residential Lots there shall be three (3) Lots (Lots 1, 11 and 21, Block 2) which provide Open Space and three Outlots (A, B and C) which are for the purposes more specially described in other sections of this Declaration.
2. Common Wells and Water Easements. Effective on even date herewith, the Declarant shall execute those certain Declarations of Well and Water Easement (hereinafter the "Water Declarations") which shall be recorded with the Property Records Office, Olmsted County, Minnesota. All Lots in Mayo Woodlands shall be subject to a Declaration of Well and Water Easement which serves such lots pursuant to which each Lot shall be provided access to and use of a common water well, pump and water main distribution system to supply its water. The said Declarations shall provide, among other things, for the sharing in the cost of repair, maintenance, operation and improvement (and replacement, if necessary) (collectively hereinafter the "Costs") of the water system. Water consumed for the benefit of each Lot shall be measured by a separate meter installed on each Lot and each lot's share of the Cost of operating the water well and pump serving such lot shall established based on its pro-rate consumption of the aggregate amount of water consumed by all Lots served by said water well and pump.
3. Community Wastewater Treatment System. Effective on even date herewith, the

Declarant shall execute that certain Declaration of Community Wastewater Treatment System (the "Community Wastewater Declaration") which shall be recorded with the Olmsted County Recorder's Office, Minnesota. All Cluster Lots shall be subject to the Community Wastewater Declaration, and as such, each Cluster Lot should be served by the Community Wastewater Treatment System. Upon completion of the construction of the Community Wastewater Treatment System, Declarant intends that the Association shall be the Owner of the Community Wastewater Treatment System. The Wastewater Declaration shall provide, among other things, for the sharing in the Costs of the Wastewater Treatment System and the Association shall assess a monthly fee for the Costs as set forth in the Wastewater Declaration.

4. Use and Enjoyment Easements. Each Lot shall be the beneficiary of appurtenant easements for use and enjoyment in and to the Common Property, subject to any restrictions authorized by this Declaration or other Declarations referred to herein and subject to the right of the Association to dedicate or transfer all or any part of the Common Property to any authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Members, as defined herein at Article VII, agreeing to such dedication or transfer has been obtained and recorded

5. Declarant's Easements. Declarant shall have and be the beneficiary of such easements as may be necessary or desirable for ingress, egress and temporary parking equipment upon the Common Property and unimproved portion of Lots for the purpose of constructing improvements permitted or required by Declarant within Mayo Woodlands Third. Declarant shall take such steps as are reasonably necessary to minimize interference with use and enjoyment of the Common Property and unimproved portion of Lots within Mayo Woodlands and shall be responsible for any damage to person or property while using such easement rights.

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

7. Easements Are Appurtenant. All easements and similar rights burdening or benefitting a Lot or any other part of the Property shall be appurtenant, and shall be permanent, subject only to termination in the terms of the easement. Any recorded easement benefitting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

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

9. Easement for Maintenance, Repair, Replacement and Reconstruction. Each Lot, and the rights of the Owners, shall be subject to the rights of the Association to an easement on and over the Lots for the purposes of maintenance, repair, replacement and reconstruction on the Lots, of any utilities serving the Lots on the Common Property, to the extent necessary to: (i) fulfill the Association's obligations under the Governing Documents, (ii) to fulfill the obligations under the Community Wastewater Treatment System Declaration: (iii) and (iii) to the extent necessary to fulfill the obligations under the Declarations of Well and Water Easement.

10. Utility Easements. The Property shall be subject to non-exclusive, appurtenant easements for all utilities, and similar services, which exist from time to time, as constructed or referred to in the Plat, or as otherwise described in this Declaration, the Community Wastewater Treatment System Declaration, the Declarations of Well and Water Easement, or in any other duly recorded document. Each Lot, and the rights of the Owners, shall be subject to a non-exclusive easement in favor of the other Lots for all such services, including without limitation water lines servicing the other Lots. Each Lot shall also be subject to a non-exclusive easement in favor of the Association and all utility companies providing service to the Lots for the installation and maintenance of utility metering devices.

11. Outlots for Private Roads and Utilities. The Plat for Mayo Woodlands Third shows Outlots B and C as private roadways for certain Lots. Each Lot served by these Private Road Outlots shall be subject to utility easements located in or adjoining the roads. Obligations to pay the cost of repair, maintenance and improvement of the Private Roads are allocated to Lots as described in Article VI herein.

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

13. Drainage Easement. Drainage Easements are as dedicated and depicted on the Plat of Mayo Woodlands Third. These Easements shall provide Rochester Township officials, any licensed and certified agency operating utilities for Mayo Woodlands Third or other servicing utility companies the right of ingress and egress for the operation, maintenance and improvement of waterways, both surface and underground, running over, across, and under said easements.

ARTICLE V COMMON PROPERTY

1. Common Property. All the real estate on the Mayo Woodlands Third Plat not designated as a Conventional Lot or Cluster Lot constitutes common Property and shall consist of:
 - a. Open Space. Lots 1, 11 and 21, Block 2, Mayo Woodlands Third shall serve as a community open spaces. All Members of the Association shall share in the cost and expense for the repair, replacement, operation, maintenance and improvement of Open Space.
 - b. Community Treatment Sites. The Cluster Lots shall be sharing common Community Treatment Sites.
2. Initial Construction. The cost for the initial site preparation on the Common Property for grading and landscaping shall be incurred by the Declarant.

**ARTICLE VI
PROPERTY RIGHTS IN THE COMMON PROPERTY**

1. Member's Easements of Enjoyment. Every Member shall have the following nonexclusive easements appurtenant to his Lot over and under the Common Property:
 - a. Ingress and egress.
 - b. Right and easement of enjoyment for recreational purposes.
2. Extent of Members' Easements. The rights and easements created hereby and the title of the Association to the Common Property shall be subject to the following:
 - a. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Property, and in aid thereof to mortgage said Common Property;
 - b. The right of the Association to take such steps as are reasonably necessary to protect the above-described Common Property against foreclosure;
 - c. The right of the Declarant to make use of such portions of the Common Property as may be necessary and incidental to the construction of the initial improvements, including any additional property, including, without limitation, vehicular ingress, vehicular parking, storage and maintenance of models and signs advertising Lots or houses for sale, together with the right of the Declarant to execute and deliver any and all necessary conveyances or dedications to governmental authorities or public utilities deemed necessary by Declarant for the purpose of providing public utilities; provided, however, that the Declarant shall promptly restore any damage to the Common Property by reason of any construction incident to the foregoing.
 - d. The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for gas, electricity, water, telephone, cable television, or roads or to grant permits, licenses and easements over such Common Property for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance

or operation of the Property. Execution of an appropriate instrument by the President and Secretary of the Association shall be conclusive evidence the Association has complied with its Articles of Incorporation and Bylaws in such dedication, transfer, permit, license, or easement.

- e. Right of access to any governmental employees for fire, police, emergency, or other lawful government purpose.
- f. The right of the Association to enter upon the Lots when necessary with equipment for purposes of repairing and maintaining the Common Property.

3. Title to the Common Property. Declarant shall convey marketable legal title of the Common Property consisting of Outlots A, B, and C and Lots 1, 11, and 21, Block 2 to the Association.

4. Maintenance of Private Road Outlots. Many Lots will share common Private Roads. Declarant shall own, maintain, repair and control the Private Roads until the final lift of bituminous surface is installed and seventy-five (75%) percent of the Lots are sold within each cul-de-sac area using the Private Road. After seventy-five (75%) percent of the Lots are sold and the final lift of bituminous surfacing is in place within each cul-de-sac, the maintenance, repair, improvement and control of the Private Road shall be the responsibility of the Association. The Association shall assess a monthly fee for the Costs as follows:

Outlot B. Lots 1 through 7, Block 1 shall each pay one-seventh (1/7th) share of the Costs attributable to Outlot B;

Outlot C. Lots 2 through 10 and Lots 12 through 20 shall each pay one-eighteenth (1/18th) share of the Costs attributable to Outlot C.

ARTICLE VII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1 Membership. Each Owner shall by virtue of such interest be a Member of the Association, and, as such, will be subject to the terms and conditions of the Association's Articles and By-Laws. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation unless and until such mortgagee has acquired title pursuant to foreclosure of said mortgage and the period in which the fee owner may redeem from such foreclosure has terminated. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered the owner of the Lot if (i) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (ii) the vendee shall furnish proof of such delegation to the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Members shall be all those Owners referred to in the preceding paragraph under Membership (except Declarant, who shall be a Class B Member) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest to any Lot, all such persons shall be Members; the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The sole Class B Member shall be Declarant who initially shall have seventy-five (75) votes which shall be reduced by three (3) votes for each Lot conveyed by the Declarant for which a deed is recorded with the Olmsted County Property Records Office.

The voting rights held by the Class B Member may not be assigned or conveyed. Class B Membership shall terminate upon occurrence of one of the following events:

- (a) The total number of votes outstanding in Class A membership equals or exceeds the total number of votes outstanding in Class B membership; or
- (b) The Class B Member gives written notice to the Association of termination of Class B membership; or

Upon the termination of Class B Membership, the Association shall assume the rights, duties and obligations of the Class B Member.

ARTICLE VIII COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot it owns within Mayo Woodlands Third, and each Owner of any Lot by acceptance of a deed therefor, whether or not so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay to the Association assessments as determined by this Declaration. Such assessments, together with such interest thereon and costs of collection and reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien on each such Lot against which each assessment is made. Each assessment, together with interest, costs of collection and reasonable attorneys' fees, as hereinafter provided, shall also be the personal obligation of the person or persons who were the Owner of such Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association under Article VIII herein shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of Mayo Woodlands Third and, in particular, for the installation improvement and maintenance of the Common Property and for services and facilities related to the use and enjoyment of the Common Property, including, but not limited to, the payment of taxes and insurance in regard to the Common Property.
3. Initial Assessment. Upon the initial sale of each Lot, the grantee shall contribute an initial assessment of one hundred Dollars (\$ 100.00) to be held or used by the Association for the maintenance and improvement of the Common Property.
4. Maximum Annual Assessments. Unless increased as hereinafter provided, the maximum assessment for any one calendar year shall be limited to one hundred Dollars (\$ 100.00) per Lot.
 - a. Purchasers of Lots after January 1 of each calendar year shall pay a pro rata share of the annual assessment to the Association.
 - b. The annual assessment shall not be increased more than ten (10%) percent above the maximum assessment for the previous year, and in no event above Fifteen hundred Dollars (\$ 1500.00) a year per Lot, without a vote of the membership.
 - c. The Board, in its absolute discretion, may fix the annual assessment at an amount not in excess of the maximum as above limited.
 - d. The maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting to be called for that purpose.
5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any calendar assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement, of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting to be called for that purpose.
6. Individual Assessments. Any improvements (as opposed to repair or maintenance) for the primary benefit of less than all Lot Owners, such as repair of a Private Road, Common Water Supply System, Community Wastewater Treatment System shall be approved by a majority vote of Members who Own Lots adjoining or are connected to the Private Roadway, Common Water Supply System, or

Community Wastewater Treatment System.

7. Taxes and Special Assessments on Common Property. The Association shall have the right, power and authority to collect governmental taxes and/or special assessment levies as part of the annual Association Assessments, if such taxes and special assessments are not collected from the Owners by the taxing government from the Owners or paid by the Owners to the taxing government when the same are due and payable.
8. Owner Registration. It shall be the duty of each Owner to register their name and the nature of their interest with the Secretary of the Association. If the Owner does not register their interest, the Association shall be under no duty to recognize their ownership or membership.
9. Non Liability. No Owner shall be liable for any of the Common Expenses or Costs associated with a Private Road not adjacent to such Owner's Lot, nor for any expenses or Costs associated with a Community Wastewater Treatment System, or Common Water Supply System to which it has no connection.
10. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the later of (i) the time such First Mortgagee comes into possession of the Lot; or (ii) the expiration of the period of redemption from mortgage foreclosure sale or conveyance by deed in lieu of foreclosure. The purchaser at a foreclosure sale of a first mortgage shall, upon expiration of the period of redemption (or, the obtaining of possession of the Lot, whichever later occurs), hold title to the Lot free and clear of (and shall not be liable for) any existing lien for unpaid assessments and such purchaser shall not be personally liable for such assessments unless such purchaser specifically assumes such assessments; provided, however, that nothing herein contained shall prevent the Association from reallocating and reassessing any such extinguished assessments as a common expense among all Lots. Sale or transfer shall not release the Lot from the lien of any assessments which thereafter become due.

ARTICLE IX INSURANCE

1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Association, or its duly authorized agent, shall obtain a broad form of public liability insurance covering all of the Common Property insuring the Association, with such limits of liability as the Association shall determine to be necessary, but in no event less than One Million Dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence, including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and, if applicable, garage keeper's liability, host liquor liability, and such other risks as are customarily covered or required by private institutional mortgage investors to be covered

in projects similar in construction, location and use as Mayo Woodlands Third. Such insurance policy shall contain a "severability of interest" clause which shall preclude the insurer from denying the claim of any Owner because of the negligence of the Association or other Owner. The Board of Directors may also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's directors, managers, officers, employees, or volunteers who are responsible for handling funds of the Association in an amount sufficient to provide no less protection than one and one-half (1-1/2) times the estimated annual operating expenses and reserves of the Association including reserves. Any policy or bond obtained hereunder shall provide that it may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to First Mortgagees.

2. Casualty Insurance on Insurable Common Properties. The Association may insure all insurable improvements and fixtures on the Common Property.

All insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the assessments made by the Association under Article VIII. hereof. Any policy herein described may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

ARTICLE X ARCHITECTURAL REVIEW COMMITTEE

1. Architectural Review Committee. In order to preserve the high quality of the Dwellings and Lots in Mayo Woodlands Third an Architectural Review Committee ("ARC") is hereby established for the Property which shall be comprised of the Declarant 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 Mayo Woodlands Third. Said elected ARC shall, at that time, adopt a meeting schedule and rules of operation.

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 ARC'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 ARC. The ARC 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 ARC within ten business days after they are delivered to the ARC. If approval or disapproval action is not taken within said time period, the plans submitted shall be presumed to be approved.

(c) Any and all construction on the Property and all site plans presented for review by the ARC shall be in compliance with this Declaration and with all applicable state, Olmsted County and Rochester Township permits, regulations and requirements, including, but not limited to, building codes, zoning regulations, setback requirements and grading plans which may be in effect from time to time, provided that, where there is a conflict between the requirements of an applicable governmental regulation, requirement, ordinance or code and the requirements of this Declaration the more strict requirement shall govern

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

(i) Dwelling plans, including:

- (1) Floor plans
- (2) Building elevations
- (3) Construction materials and specifications

(e) Site plans, which indicate:

- (1) Building, land coverage and location
- (2) Location, and surface of all drives
- (3) Location and type of all exterior lights
- (4) General site grading plan including existing and proposed contours
- (5) Landscaping plans

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 (a) up to one accessory structure such as a utility storage building, gazebo, or pool house, not exceeding 144 square feet in size unless otherwise approved in writing by the ARC, and constructed with the same materials and architectural style as the Dwelling; and , (b) in the case of the Conventional Lots only, up to one accessory garage not to exceed 1500 square feet in size when constructed, to

accommodate up to three stalls attached to the house or in a detached manner as part of the design style, and constructed with the same materials as the Dwelling. Any additional structure referenced in (a) or (b) above must be reviewed and is subject to approval by the ARC

(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 Dwelling materials, and may not extend toward the front yard beyond the rear wall of the Dwelling 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 ARC.

(d) No above ground pools shall be allowed upon any Lot.

(e) To prevent failure of irrigation systems due to inadequate water pressure and to prevent adverse affects on the water pressure available to other Lots, all irrigation systems shall be zoned and shall preferably be installed by a qualified irrigation system contractor.

4. Construction Phase Standards.

(a) General:

(i) It is the Builder's and Owner's responsibility to prevent erosion and assure positive drainage. Immediately prior to lot purchase time the Builder and Owner must submit an online application for a Construction Stormwater Permit with the Minnesota Pollution Control Agency and provide the Declarant with a copy of the automated email confirmation as proof of application..

(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 Dwelling Design and Position:

- (i) The ARC shall approve the positioning of the house on the Lot to ensure proper visual appeal, privacy between Dwellings, elevation relative to the street, adjacent house and ground forms.
 - (ii) Dwellings 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 ARC 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) The Dwelling's front exteriors must be stucco, brick, stone, or wood, or be materials of such design, character, and quality as the ARC deems appropriate. High-grade hardboard, LP SmartSide siding, or "hardi-plank" style siding may be used for the front exterior in combination with areas of brick, stone, or stucco.
 - (v) Siding shall be fibered cement, composite wood materials, steel siding or a combination thereof. Dwellings 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.
 - (vi) 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 Dwelling. If weather conditions do not permit, the ARC 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 or pavers with the exception that driveways of considerable length (as determined by the ARC in its sole discretion) may be constructed of asphalt upon approval of the ARC, which may be granted or withheld in the ARC's sole discretion. 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 shall 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) House Numbers: House numbers will meet the USPO standards and be consistent with the architectural style of the home.

5. Post-Construction Phase Standards

- (a) Dwellings and Structures: Additions to Dwellings and structures, remodeling, reconstruction, or significant modification of any building or structure, including fences, out buildings, retaining walls, or topographic grade modifications affecting storm water 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 Dwellings. Materials used and considerations made by the ARC in review of the plans shall be the same as for the construction phase standards. Re-painting of the exterior of a Dwelling or ancillary building/garage located on a Lot shall be considered a significant modification for the purpose of this section.
- (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.

6. Miscellaneous Provisions.

- (a) Removal and Abatement. The Declarant shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation. Any cost incurred shall be the personal obligation of the Owner and a lien against the Lot. In the event the Declarant requests injunctive or similar equitable relief, it shall not be required to post any bond.
- (b) Variances. Reasonable variances to the standards established herein, or to standards further established by the ARC, may be granted by the ARC after review, in order to overcome practical difficulties, to prevent unnecessary hardship, or to respond reasonably to special circumstances presented by a particular Lot. A variance shall apply only to the specific Lot and the specific ARC action on the particular issue, and shall have no effect as precedent in any other ARC decision.
- (c) Liability Agreement. Approval or disapproval of any plan by the ARC shall not constitute a statement or opinion as to the adequacy of the plan in meeting building codes, City requirements, construction standards of workmanlike quality, or any other standard of efficacy. By Owner's acceptance of a deed to a Lot the Owner agrees, and waives all rights to seek damages, from the Declarant, the ARC and its members for any alleged loss connected with the approval or failure to approve any plan, modification or proposal.

(d) Reasonable Use of Authority. The ARC shall at all times use the authority established herein in a reasonable fashion, with the goal of enhancing the neighborhood in general, while equally affording Owners maximum reasonable choices in improving their Lots.

(e) General Contractor; Time for Completion. Construction plans submitted to the ARC shall specify the general contractor responsible for construction. All Dwellings or other structures constructed or placed on the Property shall be completely finished on the exterior thereof within 16 months after commencement of construction.

ARTICLE XI COVENANTS FOR THE BENEFIT OF LOTS AND OWNERS

1. Use of Lots. All Lots, except Lots 1, 11, and 21, Block 2, shall be used for residential purposes.
2. Trash Receptacle. 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.
3. 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 subdivided for the purpose of adding it to an adjacent Lot or portion thereof.
4. Fuel Containers. No liquid, propane gas or other container of any type shall be allowed on any Lot exposed to view. Where feasible such containers shall be buried.
5. 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.
6. 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.
7. Occupancy. No Dwelling may be occupied until the exterior is completely finished including one coat of exterior painting, having due regard for weather and climatically conditions.
8. 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. All utility and telecommunication transmission lines within the Property, other than those existing on the date of the Declaration and those hereafter installed by Declarant, shall be installed and maintained underground

9. Boulevard Trees. No boulevard trees are allowed in the public right of-way.
10. Active Solar Heating Systems or Units. No Dwelling or other improvement which incorporates or utilizes an active solar heating system unit or units for purposes of heating a Dwelling or any part of a Dwelling, or water or for any other purposes, may be 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 ARC as to quality of workmanship and materials and compatibility with the existing physical environment
11. 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.
12. 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 Dwelling or any other structure located on a Lot
13. 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
14. 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.
15. Unlicensed Vehicles. No unlicensed vehicle of any type shall be kept on any Lot.
16. Nuisances. No refuse pile or unsightly objects, 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.
16. Signs. Signs shall not be displayed to the public view on any Lot except; one professional sign of not more than two square feet; one sign of not more than six square feet advertising the property for sale or rent. Signs pertaining to elections are permitted from 60 days before to 7 days after the election. This Section shall not apply to signs established by the Declarant or its agent. Temporary reasonable signs noting "garage sale", "graduation party" and similar are permitted.

17. Interior. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the Owner's Dwelling.
18. Exterior Maintenance. Owners shall maintain unimproved Lots and Lots being improved in a manner to control weeds, burdock, buckthorn and other noxious plants. Seeding and mowing to control erosion, maintain drainage easements and maintain a neat appearance of unimproved Lots is required. Downed trees encroaching upon common areas, Lots and streets shall be promptly removed at Owner's expense.
19. Construction Trailers etc. Notwithstanding anything contained herein to the contrary, construction trailers, model homes, and sales centers are permitted during the development phase of the subdivision.

ARTICLE VI GENERAL PROVISIONS

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.
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
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.
4. Amendment. This Declaration may be amended by an instrument signed by the Secretary of the Association which certifies that the Owners owning at least sixty-seven percent (67%) of the Lots have approved the amendment. Each amendment must be recorded with the Olmsted County Recorder before it shall be effective.
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.
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, the undersigned have hereunto set their hands as of the day and year first above written.

Clark Development LLC

By: 
Edward D. Clark

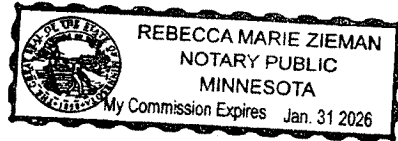
Its: Manager

STATE OF MINNESOTA
COUNTY OF OLMSTED

On this 15th day of November, 2021, the foregoing instrument was executed,
by Edward D. Clark, as the Manager of Clark Development LLC.


NOTARY PUBLIC

This instrument was drafted by
Frank J. McNulty
1801 Greenview Dr. SW Suite 102
Rochester, MN 55902



Document No. **A1555319**
OFFICE OF THE COUNTY RECORDER
OLMSTED COUNTY, MN
I hereby certify that this document was filed
in this office on 12-22-2021 at 8:24 AM
W. MARK KRUPSKI - DIR. PROPERTY RECORDS/LICENSING
Fee Amount: \$46.00 Pages: 4

FIRST AMENDMENT OF DECLARATION OF
OF COVENANTS, CONDITIONS, EASEMENTS AND ESTRICCTIONS
FOR THE BENEFIT OF MAYO WOODLANDS THIRD
AND SECRETARY'S CERTIFICATE

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE BENEFIT OF MAYO WOODLANDS THIRD is
effective as of this 9th day of December, 2021 pursuant to Article VI
Section 4 of said Declaration.

WHEREAS, The Declaration of Covenants, Conditions, Easements and Restrictions for the Benefit
of Mayo Woodlands Third (the "Declaration") was recorded on November 23, 2021 as Document
No. A1553031 in the office of the County Recorder of Olmsted County, Minnesota;

WHEREAS, The Declaration affects the following described real estate in Olmsted County,
Minnesota:

All the Lots, Blocks and Outlots located in Mayo Woodlands Third, Olmsted County,
Minnesota

WHEREAS, Article XII Section 4 of the Declaration provides that the Declaration may
be amended with the approval of Owners of at least sixty-seven percent (67%) of the
Lots;

WHEREAS, more than sixty-seven percent (67%) of the Owners of Lots have approved
the Amendment to the Declaration more particularly set forth below, as certified to by
the Secretary's Certificate attached hereto.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. The numbering of the last Article of the Declaration on Page 20 of the Declaration is

corrected to read:

“ARTICLE XII
GENERAL PROVISIONS”

instead of:

“ARTICLE VI
GENERAL PROVISIONS”


2. Article VIII Section 4 of the Declaration is restated in its entirety as follows:

“4. Maximum Annual Assessments. Unless increased as hereinafter provided, the maximum assessment for any one calendar year shall be limited to One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per Lot.

- a. Purchasers of Lots after January 1 of each calendar year shall pay a pro rata share of the annual assessment to the Association.
 - b. The annual assessment shall not be increased more than ten (10%) percent above the maximum assessment for the previous year, and in no event above One Thousand Five Hundred and No/100 Dollars (\$1,500.00) a year per Lot, without a vote of the membership.
 - c. The Board, in its absolute discretion, may fix the annual assessment at an amount not in excess of the maximum as above limited.
 - d. The maximum annual assessment may be increased above ten (10%) percent by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting to be called for that purpose.”
3. Except as amended hereby, the remaining terms and conditions of the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Amendment of Declaration has been executed on the date first above written.

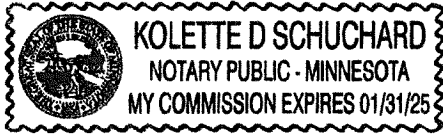
MAYO WOODLANDS THIRD ASSOCIATION, INC.

By: 
Edward D, Clark
Its: President

State of Minnesota, County of Olmsted.

This instrument was acknowledged before me on December 9, 2021 by Edward D. Clark, as President of Mayo Woodlands Third Association, Inc.

(Stamp)



Kolette D. Schuchard
(signature of notarial officer)

Title (and Rank): _____

My commission expires: 1/31/2025
(month/day/year)

Drafted by:

Frank J. McAnulty
1801 Greenview Dr. SW Suite 102
Rochester, MN 55902

SECRETARY'S CERTIFICATE

State of Minnesota, County of Olmsted.

The undersigned, being the duly elected and acting Secretary of Mayo Woodlands Third Association, Inc. (the "Association"), a non-profit corporation under the laws of the State of Minnesota hereby certifies that the owners of the Lots in Mayo Woodlands Third at a duly held special meeting of said owners, unanimously approved the foregoing First Amendment to Declaration in accordance with the Declaration and that the President of the Association has been authorized to execute the same and to cause the original thereof, along with this Secretary's Certificate to be recorded in the office of the Olmsted County Recorder, Minnesota.

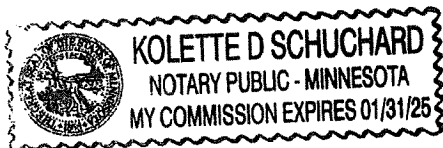
Dated: December 9, 2021.

Lindsay Johnson
Lindsay Johnson, Secretary

State of Minnesota, County of Olmsted.

This instrument was acknowledged before me on December 9, 2021 by Lindsay Johnson as Secretary of Mayo Woodlands Third Association, Inc

(Stamp)



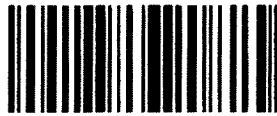
Kolette D Schuchard
(signature of notarial officer)

Title (and Rank): _____

My commission expires: 1/31/2025
(month/day/year)

Drafted by:

Frank J. McAnulty
1801 Greenview Dr. SW Suite 102
Rochester, MN 55902



Doc No. A- 1553032
 OFFICE OF COUNTY RECORDER
 OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office
 for record on --November 23, 2021 4:00 PM

W. MARK KRUPSKI - Co. Recorder by deputy: wv

Well Certificate: _____ Abstract: _____ Fee: \$46.00

TCPA
 4111 - 11TH AVENUE SW, RM 10
 ROCHESTER, MN 55902

PINS N/A

DECLARATION OF WELL AND WATER EASEMENT

This Declaration is made this 14 day of November, 2021 by Clark Development LLC, a Minnesota limited liability company, hereinafter "Declarant"

WHEREAS, Declarant is the fee owner of the following described property located in Olmsted County, Minnesota:

✓ Lots 1 through 7, Block 1, Mayo Woodlands Third, collectively, the "Lots" and each individually a "Lot"; and

WHEREAS, Declarant proposes to drill a well and pumping system (the "Well") on Lot 2, Block 1, Mayo Woodlands Third, to provide water to the Lots.

NOW, THEREFORE, in order to insure the proper use and supply of water for the Lots, Declarant hereby imposes and subjects the Lots to the following conditions, reservations, covenants, easements and restrictions:

1. Grant of Easements. Declarant hereby grants, bargains, sells and conveys to the record owners of the fee interest in the Lots, or in the case of a Lot which has been sold on a Contract for Deed, the vendee, (each an "Owner"), their heirs, successors and assigns, a perpetual

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 11/23/2021
 TCPA
 wv

right to use the Well to obtain water therefrom for household uses and other ordinary residential uses on said Lots, together with a perpetual easement over, across and under said Lots for the construction, operation, maintenance, repair and replacement of the Well and waterlines from the Well to each of the Lots. The easements granted herein shall be over and across that portion of each Lot described on Exhibit A and depicted in Exhibit B attached hereto as the "Well Easement Area" and the "Waterline Easement Area," respectively. In the event any Owner desires to use the Well for other than residential purposes, including the maintenance of a swimming pool and the like, it shall be necessary to obtain the permission of the Owners of the other Lots.

2. Declarant's Obligations. Declarant shall construct the Well and waterlines from the Well to each of the Lots.

3. Owners' Obligations. The Owner of each Lot shall be responsible for the initial cost of constructing and installing waterlines, including a corporate stop (shutoff valve), from his/her Lot line to any improvements constructed on such Lot. Thereafter, to the extent any waterlines and other related appurtenances benefit the Owner of one Lot only, the Owner of such Lot shall maintain and repair the same at his/her sole expense, and to the extent such waterlines and other related appurtenances benefit more than one Lot, the Owners of the benefited Lots shall maintain and repair the same as their joint pro rata equal expense.

4. Operation, Maintenance, Repair and Replacement of the Well. The cost of operating, maintaining, repairing and replacing the Well shall be borne equally by the Owners, their heirs, successors and assigns, from the time said owner connects to the system. The electricity for the operation of the Well shall be centrally metered, and the Owner of each Lot shall be responsible for paying a pro rata share of the charge for electricity. To determine the pro rata share of each Lot for the charge for electricity, each Lot's consumption of water from the Well shall be

separately metered. To that end, each Owner (other than the Declarant) shall be responsible for installing a meter to measure water consumption on their Lot at the time that a Dwelling is constructed on the Lot. A Lot's monthly pro rata share of the charge of electricity to operate the Well shall be equal to such Lot's pro rata share of Well water consumed by all the Lots served by the Well each month. Each Owner shall pay his/her pro rata share of the cost of operating, maintaining, repairing and replacing the Well within 30 days after notice of the cost and, if any Owner shall fail to pay his/her pro rata share of such cost within that time, it shall constitute a lien against his/her Lot and shall bear interest from the date due at the maximum rate provided by law. The other Owners, or any one of them, may bring an action at law against an Owner failing to pay his/her pro rata share of such cost to pay the same or foreclose the lien against the property pursuant to the statutes of the State of Minnesota relating to mortgage foreclosures by action.

In the event that a majority of the Lot Owners using the Well elect to assign the responsibility for reading water meters and for calculating and collecting the charges associated with operating, maintaining, repairing and replacing the Well to the Association, the Association shall accept such assignment and upon doing so shall be entitled to: (a) assess a reasonable fee for its services against all the Lots served by the Well; and (b) pursue all the remedies for collection of Well and water charges described in this Section 4.

5. Termination of Declaration. In the event that the Well runs dry or is condemned and the use thereof prohibited by the proper authorities, the Owners of the Lots served by Well shall promptly cause a new Well to be drilled within Lots 2 through 10, Block 2, Mayo Woodlands Third and, to the extent necessary, new water lines installed to bring water to the Lots served by the Well. Each Owner shall pay his/her pro rata share of the cost of a new well pumping system,

and water lines. This Declaration shall remain in full force and effect and shall apply to such new well and pumping system and any new water lines which are created as a result of the new well

6. Rights of Successors and Duration. The easements, covenants, restrictions, and provisions of this Declaration:

- (a) are made for the direct benefit of the respective Lots and are appurtenant thereto;
- (b) create an equitable servitude upon the respective Lots;
- (c) constitute covenants running with the land;
- (d) shall bind every person or entity having any fee, leasehold or other interest in or encumbrance on any Lot at any time; and
- (e) shall continue in full force and effect perpetually.

7. Modification. No amendment, change or addition to this Declaration shall be effective unless in writing signed by the respective owners of each Lot.

8. Waiver. No waiver of any breach of the easements, rights, obligations, covenants or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

9. Construction. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

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

EXHIBIT A
WELL SYSTEM A
(Lots 1, 2, 3, 4, 5, 6, and 7, Block 1)

Well Easement Descriptions

The Southerly 60 feet of the Easterly 50 feet of Lot 2, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota

Water Line Easement Descriptions

That part of Lot 1, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota, lying within a distance of 5.00 feet to the left and 5.00 feet to the right of the following described centerline:

Commencing at the southeast corner of said Lot 1; thence North 86 degrees 47 minutes 01 second West, assumed bearing, along the south line of said Lot 1, a distance of 26.85 feet for the point of beginning of the centerline to be described; thence North 06 degrees 01 minute 31 seconds East, 8.56 feet; thence northwesterly 31.47 feet along a nontangential curve, concave northeasterly, central angle of 04 degrees 30 minutes 13 seconds, radius of 400.34 feet and a chord which bears North 31 degrees 50 minutes 31 seconds West, 31.46 feet and there terminating.

ALSO

That part of Lot 2, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota, lying within a distance of 5.00 feet to the left and 5.00 feet to the right of the following described centerline:

Commencing at the northeast corner of said Lot 2; thence North 86 degrees 47 minutes 01 second West, assumed bearing, along the north line of said Lot 2, a distance of 26.85 feet for the point of beginning of the centerline to be described; thence South 06 degrees 01 minute 31 seconds West, 6.36 feet and there terminating.

ALSO

The Northwesterly 10 feet of the Southeasterly 20 feet of Lot 2, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The South 10 feet of the East 10 feet of Lot 2, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Westerly 10 feet of the Easterly 20 feet of Lot 3, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southwesterly 10 feet of the Northeasterly 20 feet of Lot 4, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Westerly 10 feet of the Southerly 10 feet of the Northerly 20 feet of Lot 5, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northerly 10 feet of the Easterly 10 feet of the Westerly 20 feet of Lot 6 Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

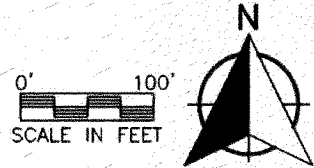
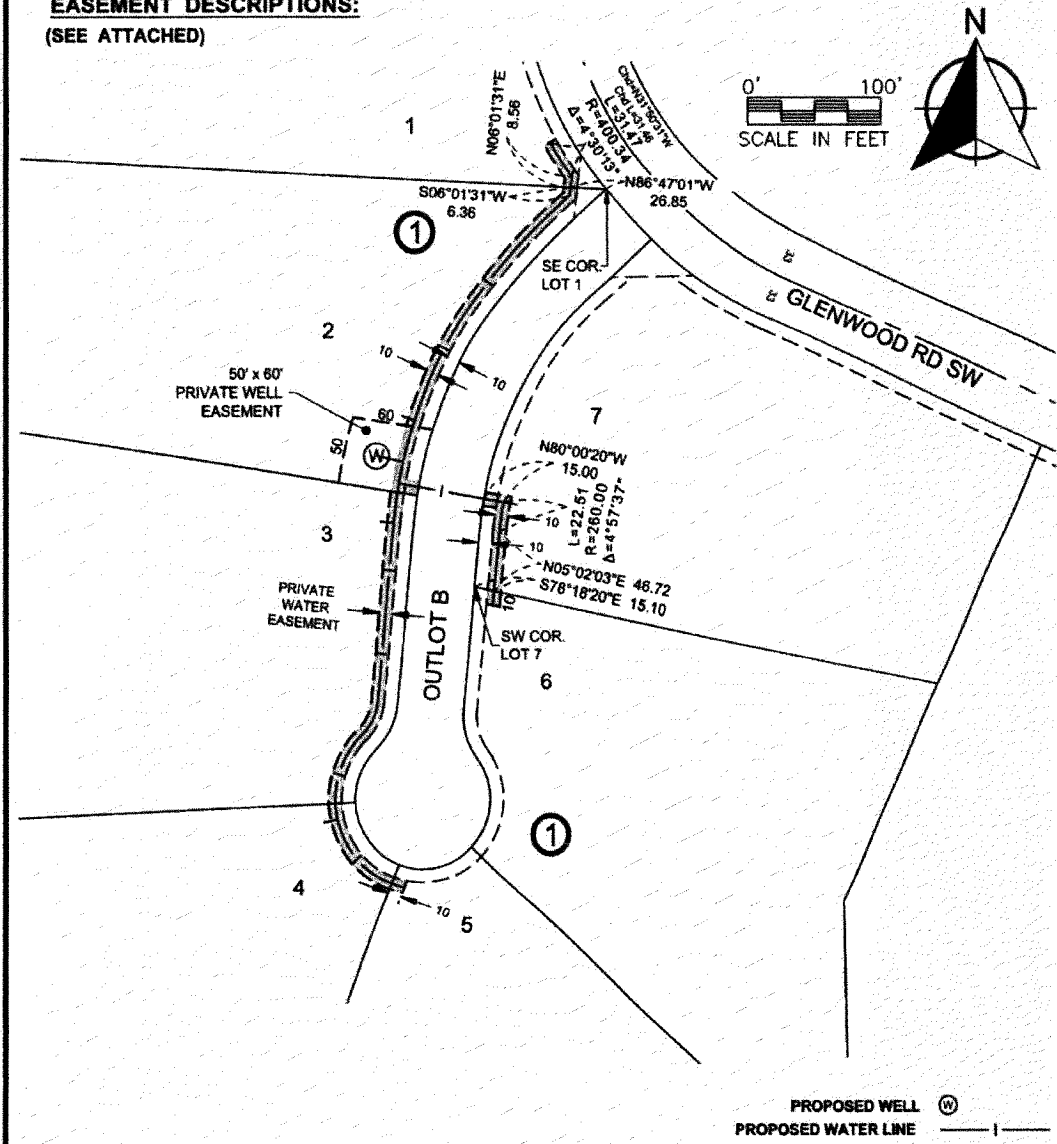
That part of Lot 7, Block 1, MAYO WOODLANDS THIRD, Olmsted County, Minnesota, lying within a distance of 5.00 feet to the left and 5.00 feet to the right of the following described centerline:

Commencing at the southwesterly corner of said Lot 7; thence South 78 degrees 18 minutes 20 seconds East, assumed bearing, along the southerly line of said Lot 7, a distance of 15.10 feet for the point of beginning of the centerline to be described; thence North 05 degrees 02 minutes 03 seconds East, 46.72 feet; thence northerly 22.51 feet along a tangential curve, concave easterly, central angle of 04 degrees 57 minutes 37 seconds, and a radius of 260.00 feet; thence North 80 degrees 00 minutes 20 seconds West, not tangent to said curve, 15.00 feet to the westerly line of said Lot 7 and there terminating. The sidelines of said easement are to be prolonged or shortened to terminate on said westerly line.

EXHIBIT B

WELL EASEMENT EXHIBIT

EASEMENT DESCRIPTIONS:
(SEE ATTACHED)



WELL SYSTEM A
LOTS 1-7, BLOCK 1 MAYO
WOODLANDS THIRD

CLIENT: CLARK DEVELOPMENT LLC	3701 40th Avenue NW Rochester, MN 55901
SCALE: 1" = 100'	DRAWN BY: JJR
DATE: 09/16/2021	ACCT. NO.: 015630
DWG: 015630 V-EX-WELL-MW3	

PROPOSED WELL (W)
PROPOSED WATER LINE





Doc No. A- 1553033
 OFFICE OF COUNTY RECORDER
 OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office
 for record on --November 23, 2021 4:00 PM

W. MARK KRUPSKI - Co. Recorder by deputy: ww

Well Certificate: _____ Abstract: _____ Fee: \$46.00

TCPA
 4111 - 11TH AVENUE SW, RM 10
 ROCHESTER, MN 55902

PINS N/A

DECLARATION OF WELL AND WATER EASEMENT

This Declaration is made this day of November, 2021 by Clark Development LLC, a
 Minnesota limited liability company, hereinafter "Declarant"

WHEREAS, Declarant is the fee owner of the following described property located in
 Olmsted County, Minnesota:

✓ Lots 2 through 10, Block 2, Mayo Woodlands Third
 collectively, the "Lots" and each individually a "Lot"; and

WHEREAS, Declarant proposes to drill a well and pumping system (the "Well") on Lots
 9 and 10, Block 2, Mayo Woodlands Third, to provide water to the Lots.

NOW, THEREFORE, in order to insure the proper use and supply of water for the Lots,
 Declarant hereby imposes and subjects the Lots to the following conditions, reservations,
 covenants, easements and restrictions:

1. Grant of Easements. Declarant hereby grants, bargains, sells and conveys to the
 record owners of the fee interest in the Lots, or in the case of a Lot which has been sold on a
 Contract for Deed, the vendee, (each an "Owner"), their heirs, successors and assigns, a perpetual

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 11/23/2021
 TCPA
 ww

right to use the Well to obtain water therefrom for household uses and other ordinary residential uses on said Lots, together with a perpetual easement over, across and under said Lots for the construction, operation, maintenance, repair and replacement of the Well and waterlines from the Well to each of the Lots. The easements granted herein shall be over and across that portion of each Lot described on Exhibit A and depicted in Exhibit B attached hereto as the "Well Easement Area" and the "Waterline Easement Area," respectively. In the event any Owner desires to use the Well for other than residential purposes, including the maintenance of a swimming pool and the like, it shall be necessary to obtain the permission of the Owners of the other Lots.

2. Declarant's Obligations. Declarant shall construct the Well and waterlines from the Well to each of the Lots.

3. Owners' Obligations. The Owner of each Lot shall be responsible for the initial cost of constructing and installing waterlines, including a corporate stop (shutoff valve), from his/her Lot line to any improvements constructed on such Lot. Thereafter, to the extent any waterlines and other related appurtenances benefit the Owner of one Lot only, the Owner of such Lot shall maintain and repair the same at his/her sole expense, and to the extent such waterlines and other related appurtenances benefit more than one Lot, the Owners of the benefited Lots shall maintain and repair the same as their joint pro rata equal expense.

4. Operation, Maintenance, Repair and Replacement of the Well. The cost of operating, maintaining, repairing and replacing the Well shall be borne equally by the Owners, their heirs, successors and assigns, from the time said owner connects to the system. The electricity for the operation of the Well shall be centrally metered, and the Owner of each Lot shall be responsible for paying a pro rata share of the charge for electricity. To determine the pro rata share of each Lot for the charge for electricity, each Lot's consumption of water from the Well shall be

separately metered. To that end, each Owner (other than the Declarant) shall be responsible for installing a meter to measure water consumption on their Lot at the time that a Dwelling is constructed on the Lot. A Lot's monthly pro rata share of the charge of electricity to operate the Well shall be equal to such Lot's pro rata share of Well water consumed by all the Lots served by the Well each month. Each Owner shall pay his/her pro rata share of the cost of operating, maintaining, repairing and replacing the Well within 30 days after notice of the cost and, if any Owner shall fail to pay his/her pro rata share of such cost within that time, it shall constitute a lien against his/her Lot and shall bear interest from the date due at the maximum rate provided by law. The other Owners, or any one of them, may bring an action at law against an Owner failing to pay his/her pro rata share of such cost to pay the same or foreclose the lien against the property pursuant to the statutes of the State of Minnesota relating to mortgage foreclosures by action.

In the event that a majority of the Lot Owners using the Well elect to assign the responsibility for reading water meters and for calculating and collecting the charges associated with operating, maintaining, repairing and replacing the Well to the Association, the Association shall accept such assignment and upon doing so shall be entitled to: (a) assess a reasonable fee for its services against all the Lots served by the Well; and (b) pursue all the remedies for collection of Well and water charges described in this Section 4.

5. Termination of Declaration. In the event that the Well runs dry or is condemned and the use thereof prohibited by the proper authorities, the Owners of the Lots served by Well shall promptly cause a new Well to be drilled within Lots 2 through 10, Block 2, Mayo Woodlands Third and, to the extent necessary, new water lines installed to bring water to the Lots served by the Well. Each Owner shall pay his/her pro rata share of the cost of a new well pumping system,

and water lines. This Declaration shall remain in full force and effect and shall apply to such new well and pumping system and any new water lines which are created as a result of the new well

6. Rights of Successors and Duration. The easements, covenants, restrictions, and provisions of this Declaration:

- (a) are made for the direct benefit of the respective Lots and are appurtenant thereto;
- (b) create an equitable servitude upon the respective Lots;
- (c) constitute covenants running with the land;
- (d) shall bind every person or entity having any fee, leasehold or other interest in or encumbrance on any Lot at any time; and
- (e) shall continue in full force and effect perpetually.

7. Modification. No amendment, change or addition to this Declaration shall be effective unless in writing signed by the respective owners of each Lot.

8. Waiver. No waiver of any breach of the easements, rights, obligations, covenants or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

9. Construction. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

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

EXHIBIT A
WELL SYSTEM B
(Lots 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 2)

Well Easement Descriptions

The Southwesterly 30 feet of the Northwesterly 60 feet of Lot 9, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northeasterly 20 feet of the Northwesterly 60 feet of Lot 10, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

Water Line Easement Descriptions

The Northerly 10 feet of the Westerly 10 feet of the Easterly 20 feet of Lot 2, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Westerly 10 feet of the Easterly 20 feet of Lot 3, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northwesterly 10 feet of the Southeasterly 20 feet of Lot 4, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southwesterly 10 feet of the Southeasterly 20 feet of Lot 5, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Easterly 10 feet of the Northerly 10 feet of the Southerly 20 feet of Lot 6, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northeasterly 10 feet of the Southwesterly 20 feet of Lot 7, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Easterly 10 feet of the Westerly 20 feet of Lot 8, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southeasterly 10 feet of the Northwesterly 20 feet of Lot 9, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

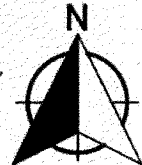
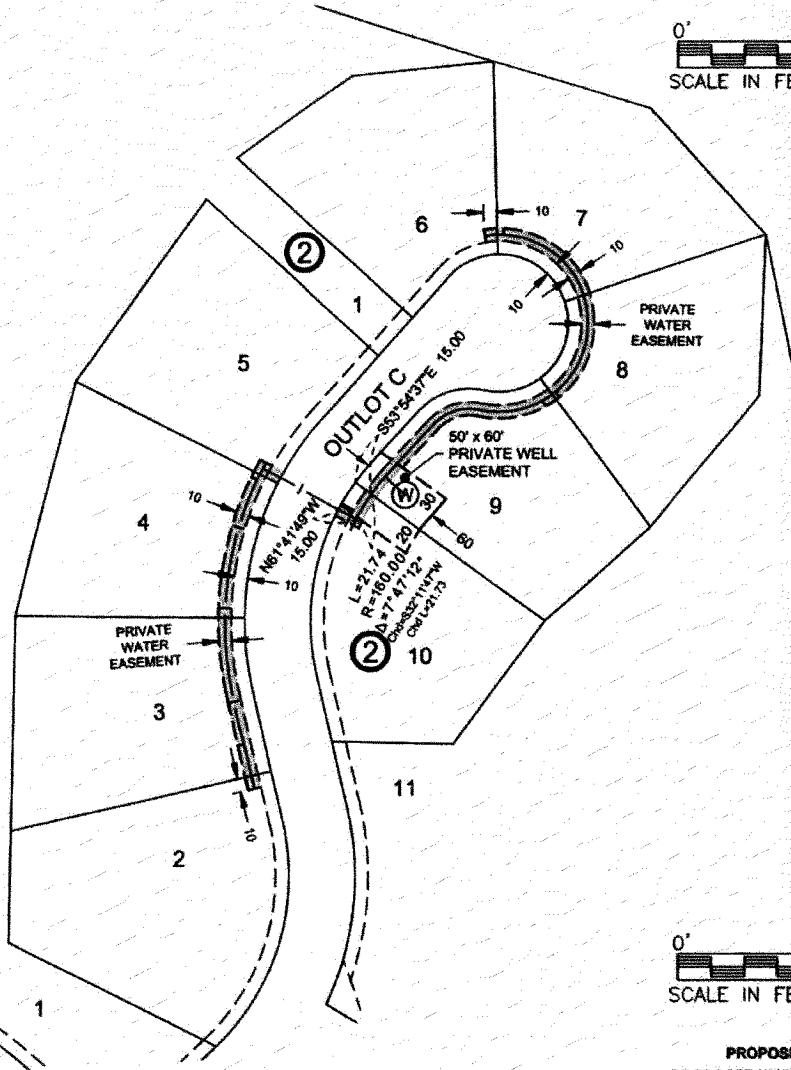
That part of Lot 10, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota, lying within a distance of 5.00 feet to the left and 5.00 feet to the right of the following described centerline:



Commencing at the most northerly corner of said Lot 10; thence South 53 degrees 54 minutes 37 seconds East, assumed bearing, along the northeasterly line of said Lot 10, a distance of 15.00 feet for the point of beginning of the centerline to be described; thence southwesterly 21.74 feet along a nontangential curve, concave southeasterly, central angle of 07 degrees 47 minutes 12 seconds, radius of 160.00 feet and a chord which bears South 32 degrees 11 minutes 47 seconds West, 21.73 feet; thence North 61 degrees 41 minutes 49 seconds West, not tangent to said curve, 15.00 feet and there terminating. The sidelines of said easement are to be prolonged or shortened to terminate of the northwesterly line of said Lot 10.

EXHIBIT B

WELL EASEMENT EXHIBIT

EASEMENT DESCRIPTIONS:
(SEE ATTACHED)



PROPOSED WELL 
PROPOSED WATER LINE 

WELL SYSTEM B
LOTS 2-10, BLOCK 2
MAYO WOODLANDS THIRD

CLIENT: CLARK DEVELOPMENT LLC
SCALE: 1" = 100' DRAWN BY: JJR
DATE: 09/16/2021 ACCT. NO.: 015630
DWG: 015630 V-EX-WELL-MW3

3701 40th Avenue NW
Rochester, MN 55901

wsb
507-210-3745
www.wsbeng.com



Doc No. A- 1553034
 OFFICE OF COUNTY RECORDER
 OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office
 for record on --November 23, 2021 4:00 PM

W. MARK KRUPSKI - Co. Recorder by deputy: wv

Well Certificate: _____ Abstract: _____ Fee: \$46.00

TCPA
 4111 - 11TH AVENUE SW, RM 10
 ROCHESTER, MN 55902

PINS N/A

DECLARATION OF WELL AND WATER EASEMENT

This Declaration is made this ~~15~~ day of November, 2021 by Clark Development LLC, a Minnesota limited liability company, hereinafter "Declarant"

WHEREAS, Declarant is the fee owner of the following described property located in Olmsted County, Minnesota:

✓ Lots 12 through 21, Block 2, Mayo Woodlands Third, collectively, the "Lots" and each individually a "Lot"; and

WHEREAS, Declarant proposes to drill a well and pumping system (the "Well") on Lots 12 and 13, Block 2, Mayo Woodlands Third, to provide water to the Lots.

NOW, THEREFORE, in order to insure the proper use and supply of water for the Lots, Declarant hereby imposes and subjects the Lots to the following conditions, reservations, covenants, easements and restrictions:

1. Grant of Easements. Declarant hereby grants, bargains, sells and conveys to the record owners of the fee interest in the Lots, or in the case of a Lot which has been sold on a Contract for Deed, the vendee, (each an "Owner"), their heirs, successors and assigns, a perpetual right to use the Well to obtain water therefrom for household uses and other ordinary residential uses on said Lots, together with a perpetual easement over, across and under said Lots for the construction, operation, maintenance, repair and replacement of the Well and waterlines from the Well to each of the Lots. The easements granted herein shall be over and across that portion of each Lot described on Exhibit A and depicted in Exhibit B attached hereto as the "Well Easement Area" and the "Waterline Easement Area," respectively. In the event any Owner desires to use the Well for other than residential purposes, including the maintenance of a swimming pool and the like, it shall be necessary to obtain the permission of the Owners of the other Lots.

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 11/23/2021
 TCPA
 WY

2. Declarant's Obligations. Declarant shall construct the Well and waterlines from the Well to each of the Lots.

3. Owners' Obligations. The Owner of each Lot shall be responsible for the initial cost of constructing and installing waterlines, including a corporate stop (shutoff valve), from his/her Lot line to any improvements constructed on such Lot. Thereafter, to the extent any waterlines and other related appurtenances benefit the Owner of one Lot only, the Owner of such Lot shall maintain and repair the same at his/her sole expense, and to the extent such waterlines and other related appurtenances benefit more than one Lot, the Owners of the benefited Lots shall maintain and repair the same as their joint pro rata equal expense.

4. Operation, Maintenance, Repair and Replacement of the Well. The cost of operating, maintaining, repairing and replacing the Well shall be borne equally by the Owners, their heirs, successors and assigns, from the time said owner connects to the system. The electricity for the operation of the Well shall be centrally metered, and the Owner of each Lot shall be responsible for paying a pro rata share of the charge for electricity. To determine the pro rata share of each Lot for the charge for electricity, each Lot's consumption of water from the Well shall be separately metered. To that end, each Owner (other than the Declarant) shall be responsible for installing a meter to measure water consumption on their Lot at the time that a Dwelling is constructed on the Lot. A Lot's monthly pro rata share of the charge of electricity to operate the Well shall be equal to such Lot's pro rata share of Well water consumed by all the Lots served by the Well each month. Each Owner shall pay his/her pro rata share of the cost of operating, maintaining, repairing and replacing the Well within 30 days after notice of the cost and, if any Owner shall fail to pay his/her pro rata share of such cost within that time, it shall constitute a lien against his/her Lot and shall bear interest from the date due at the maximum rate provided by law. The other Owners, or any one of them, may bring an action at law against an Owner failing to pay his/her pro rata share of such cost to pay the same or foreclose the lien against the property pursuant to the statutes of the State of Minnesota relating to mortgage foreclosures by action.

In the event that a majority of the Lot Owners using the Well elect to assign the responsibility for reading water meters and for calculating and collecting the charges associated with operating, maintaining, repairing and replacing the Well to the Association, the Association shall accept such assignment and upon doing so shall be entitled to: (a) assess

a reasonable fee for its services against all the Lots served by the Well; and (b) pursue all the remedies for collection of Well and water charges described in this Section 4.

5. Termination of Declaration. In the event that the Well runs dry or is condemned and the use thereof prohibited by the proper authorities, the Owners of the Lots served by Well shall promptly cause a new Well to be drilled within Lots 2 through 10, Block 2, Mayo Woodlands Third and, to the extent necessary, new water lines installed to bring water to the Lots served by the Well. Each Owner shall pay his/her pro rata share of the cost of a new well pumping system, and water lines. This Declaration shall remain in full force and effect and shall apply to such new well and pumping system and any new water lines which are created as a result of the new well

6. Rights of Successors and Duration. The easements, covenants, restrictions, and provisions of this Declaration:

- (a) are made for the direct benefit of the respective Lots and are appurtenant thereto;
- (b) create an equitable servitude upon the respective Lots;
- (c) constitute covenants running with the land;
- (d) shall bind every person or entity having any fee, leasehold or other interest in or encumbrance on any Lot at any time; and
- (e) shall continue in full force and effect perpetually.

7. Modification. No amendment, change or addition to this Declaration shall be effective unless in writing signed by the respective owners of each Lot.

8. Waiver. No waiver of any breach of the easements, rights, obligations, covenants or provisions herein shall be construed or constitute a waiver of any breach, or waiver or consent to further or succeeding breaches of the same or any other provision hereof.

9. Construction. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

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

EXHIBIT A
WELL SYSTEM C
(Lots 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21, Block 2)

Well Easement Descriptions

The Northeasterly 19.40 feet of the Southeasterly 60 feet of Lot 12, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota

ALSO

The Southwesterly 30.60 feet of the Southeasterly 60 feet of Lot 13, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

Water Line Easement Descriptions

The Northeasterly 29.40 feet of the Northwesterly 10 feet of the Southeasterly 20 feet of Lot 12, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northwesterly 10 feet of the Southeasterly 20 feet of Lot 13, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southeasterly 10 feet of the Northeasterly 10 feet of the Southwesterly 41 feet of Lot 13, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northwesterly 10 feet of the Southeasterly 20 feet of Lot 14, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northeasterly 10 feet of the Southwesterly 20 feet of Lot 15, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northwesterly 10 feet of the Northeasterly 10 feet of the Southwesterly 20 feet of Lot 16, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Northwesterly 10 feet of the Northeasterly 10 feet of the Southwesterly 20 feet of Lot 17, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southwesterly 20 feet of the Southeasterly 10 feet of the Northwesterly 20 feet of Lot 17, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southeasterly 10 feet of the Northwesterly 20 feet of Lot 18, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southerly 10 feet of the Northerly 20 feet of Lot 19, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

ALSO

The Southerly 10 feet of the Northerly 20 feet of that part of Lot 21, Block 2, lying between and adjacent to Lots 19 and 20, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

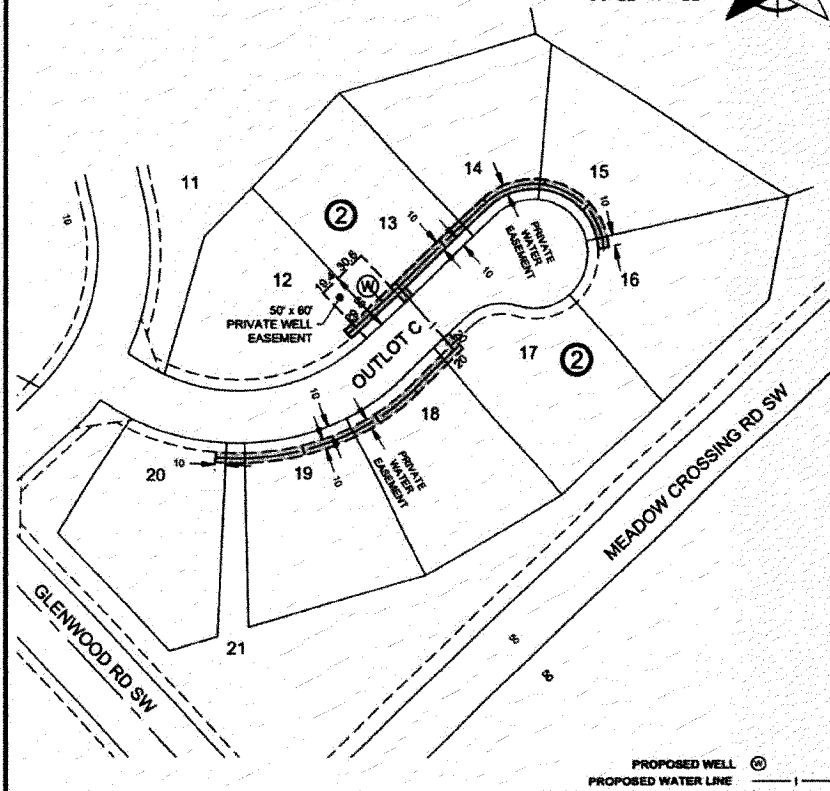
ALSO

The Easterly 10 feet of the Southerly 10 feet of the Northerly 20 feet of Lot 20, Block 2, MAYO WOODLANDS THIRD, Olmsted County, Minnesota.

EXHIBIT B

WELL EASEMENT EXHIBIT

EASEMENT DESCRIPTIONS:
(SEE ATTACHED)



WELL SYSTEM C
LOTS 12-21, BLOCK 2
MAYO WOODLANDS THIRD

CLIENT: CLARK DEVELOPMENT LLC	3701 46th Avenue NW Rochester, MN 55901
SCALE: 1" = 100'	DRAWN BY: JJR
DATE: 09/16/2021	ACCT. NO.: 015630
DWG: 015630 V-EX-WELL-MW3	

3701 46th Avenue NW
Rochester, MN 55901





Doc No. A- 1553035
 OFFICE OF COUNTY RECORDER
 OLMSTED COUNTY, MINNESOTA

I hereby certify that this document was filed in this office
 for record on --November 23, 2021 4:00 PM

W. MARK KRUPSKI - Co. Recorder by deputy: ww

Well Certificate: _____ Abstract: _____

Fee: \$46.00

TCPA
 4111 - 11TH AVENUE SW, RM 10
 ROCHESTER, MN 55902

PINS N/A

DECLARATION OF
 COMMUNITY WASTEWATER TREATMENT SYSTEM FOR
 MAYO WOODLANDS THIRD

THIS DECLARATION made this 15th day of November, 2021, by Clark
 Development LLC, a Minnesota limited liability company (hereinafter referred to as
 "Declarant").

RECITALS

1. Declarant is the fee owner of real property located in Olmsted County, Minnesota, to be platted as Mayo Woodlands Third, which shall include, among others, the following residential lots within Mayo Woodlands Third (hereinafter "Cluster Lots")
 ✓ Lots 2 through 10 and lots 12 through 20, Block 2, Mayo Woodlands Third
2. Declarant desires to provide for the establishment, use, operation, maintenance, repair and replacement of a community wastewater treatment system served by a common collection system for the use and benefit of the owners (the "Owners") of the Cluster Lots;
3. Declarant intends that the Mayo Woodlands Third Association, Inc., a Minnesota nonprofit corporation (the "Association") shall be the owner of the community wastewater treatment system and common sewermain collection system;

NOW, THEREFORE, Declarant hereby imposes upon and subjects all such Cluster Lots to be served with a Community Wastewater Treatment System with a common collection system pursuant to the following terms, conditions, covenants, easements and restrictions:

1. Construction of Wastewater Treatment System. Declarant shall, at Declarant's sole cost and expense construct a community wastewater treatment systems with a common collection system, including drainfields and associated sewermain and treatment units, sufficient to provide wastewater treatment (collectively the "System") for each house on a Cluster Lot having a septic tank, in accordance with the plan and specifications (the "Operation and Maintenance Plan") prepared by WSB & Associates, Inc. ("WSB"), as approved in the Mayo Woodlands Subdivision Special District Zoning Regulation adopted by the Rochester Township Board on April 12, 2001 as amended by the Mayo Woodlands Amended Development Agreement dated June 17, 2021, and in compliance with all applicable requirements of the Minnesota Pollution Control Agency.
2. Location of Drainfields. The System drainfields shall be constructed on Outlot A, Mayo Woodlands Third, Olmsted County, Minnesota and shall serve the Cluster Lots.
3. Location of Sewermain. The common collection system (the "Sewermain") shall be located in the utility easements, roads, private or public, and in the easements within Outlots.
4. Reservation of Easements. Declarant reserves easements to include the right of ingress and egress for the purpose of locating, installing, operating, maintaining, repairing and replacing the

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 11/23/2021
 TCPA
 ww

System over and across utility easements, public and private roads and Outlots as indicated on the plat of Mayo Woodlands Third and any subsequent subdivision which is made subject to the Declaration of Covenants, Conditions and Restrictions for the Benefit of Mayo Woodlands Third, together with the right of ingress and egress over and across each Cluster Lot or Outlot upon which a community drainfield or sewermain is located.

5. Access to the System. Cluster Lot Owners shall not place permanent structures or erect costly or extraordinary improvements upon the location of the ingress and egress easements so as to interfere with the operation, maintenance, repair and replacement of the System.

6. Obligations of Declarant: Septic Tank and Sewer Line Installation. Declarant shall install governmentally approved and accepted septic tanks on the Community Wastewater Treatment site; and associated pump and sewer line connection from the septic tanks to the Sewermain in accordance with the specifications prepared by WSB and approved by Rochester Township.

7. Obligations of Lot Owner. Each Owner shall maintain, repair or replace the sewer service lines from the System to the septic tank to each residential dwelling on the Cluster Lot. The sewer service lines shall be the property of the Owner. Each Owner shall install low-flow/low-water use plumbing fixtures in construction of the residence as well as low-water use washers, dishwashers and water heaters. Any Owner who deposits any material or substance in the septic tank or in the System in violation of a homeowner's manual issued by the licensed and certified operation, maintenance and repair agency (the "Agency"), or in violation of any of the rules and regulations of Declarant, shall be responsible for any costs incurred by Declarant in repairing or correcting any resulting damage to the System caused by the deposit of such material or substance. If any part of the System must be replaced due to an Owner's violation of the Operation and Maintenance Plan, or Declarant's Homeowner's Manual, the Owner shall be responsible for such replacement cost.

8. Residential Use Only. The System shall be used solely for normal residential purposes.

9. Obligations of Association/Agency. Upon completion of the initial construction of the System, Declarant shall transfer ownership of the System to the Association. The Association shall contract with an Agency (the "Agency") licensed with the State of Minnesota to operate, maintain, repair and monitor the System. In addition to the operation, maintenance, repair, the Agency shall also be responsible for the monitoring of the System, including the septic tank, pump and service connection from the septic tank to the Sewermain on each Cluster Lot or housing unit, involving the periodic pumping of each septic tank, all in accordance with the Operation and Maintenance Plan. The Association and Agency shall have the right of ingress and egress on each Cluster Lot surrounding the septic tank and the service connection line to the Sewermain pipe for the operation, maintenance, repair and replacement of the System in Mayo Woodlands.

10. System Property of Association. The System shall remain the property of Association for the life of the development or upon connection to another central or municipal utility system. Should the Association elect to sell, transfer or exchange the system, the Association shall follow the following procedures:

- a. The Association shall provide to the Rochester Township Board written notice of any sale, transfer or exchange of the System to another entity at least six (6) months prior to any change of ownership closing date;
- b. The Association shall only sell, transfer or exchange the System to a qualified entity properly licensed with the State of Minnesota. Any sale, transfer or exchange shall be reviewed by the Rochester Township Board;
- c. An Agreement shall be executed between the Association, the Agency and the Cluster Lot Owner reflecting the responsible party for the System. This Agreement shall be kept on file with the Association.

11. Rates and Charges. The Association shall assess each Cluster Lot a one

eighteenth (1/18th) share of the cost of repair, maintenance, operation and improvement (and replacement, if necessary) of the Community Wastewater Treatment System (collectively, hereinafter the "Costs"). The Association shall establish the fore going share as a monthly assessment for the Costs. The Association shall provide each Owner a monthly statement indicating the assessment amount from that Owner for System usage during the previous month. The amount indicated in the statement shall be due and payable within 30 days of the date of such statement. In the event that such payment is not made within such 30-day period, the Association shall have the right to add a five percent (5%) late charge for that month to the Owner's next monthly bill.

12. The Agency shall exercise reasonable care and diligence in the operation, maintenance, repair and replacement of the System. In no event shall Declarant nor, Association be liable for any damage resulting from the curtailment, interruption or apportionment of service occasioned by necessary maintenance, repair or replacement of the System.

13. Rules and Regulations. Each Owner shall comply with all reasonable rules and regulations adopted by Association and Agency from time to time concerning the use and operation of the System.

14. Termination. This Declaration may be terminated by Declarant or Association upon the occurrence of any of the following:

- (a) the System being taken over by or sold or assigned to a governmental authority or a public utility (regulated and controlled as to rates and services by a duly constituted public regulatory body or commission) for maintenance and operation, as part of a larger public wastewater distribution system; or
- (b) the provision of other adequate wastewater treatment service by a governmental authority or public utility (regulated and controlled as to rates and services by a duly constituted public regulatory body or commission) through means other than the System.

15. Definition of Owner. Owner means the owner of a Cluster Lot. Whenever a Cluster Lot has multiple owners, they are collectively the Owner of that lot and must act as a single Owner for all purposes under this Declaration. The multiple Owners of a given Cluster Lot are jointly and severally liable for the financial obligations of the Owner of their Cluster Lot(s).

16. Binding Effect. The afore described rights, duties and obligations of the Declarant and Owner as described in this Declaration shall be appurtenant to and run with the Cluster Lots and shall be binding upon, and shall inure to the benefit of the Declarant and Owners and their respective successors and assigns.

17. Enforcement. The Declarant or any future Owner shall have the right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration; either to restrain violation or recover damages, or both. The prevailing party shall be awarded attorney's fees and costs in connection therewith.


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

19. Modification or Termination. This Declaration may be amended or terminated at any time by recording an instrument duly executed by the record Owners and record Mortgagees (at such time) of at least Eighty Percent (80%) of the Cluster Lot Owners,

provided further that the Declarant must be one of the concurring parties so long as it is a record Owner of any part of Mayo Woodlands Third or as a result of the decision of any judgment or court order under the foregoing Paragraph 17.

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

Clark Development LLC

By: 
Edward D. Clark
Its: Manager

STATE OF MINNESOTA
COUNTY OF OLMSTED

On this 15th day of November, 2021, the foregoing instrument was executed, by Edward D. Clark, as the Manager of Clark Development LLC.


NOTARY PUBLIC

This instrument was drafted by
Frank J. McNulty
1801 Greenview Dr. SW Suite 102
Rochester, MN 55902

