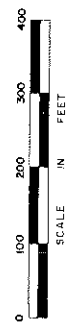
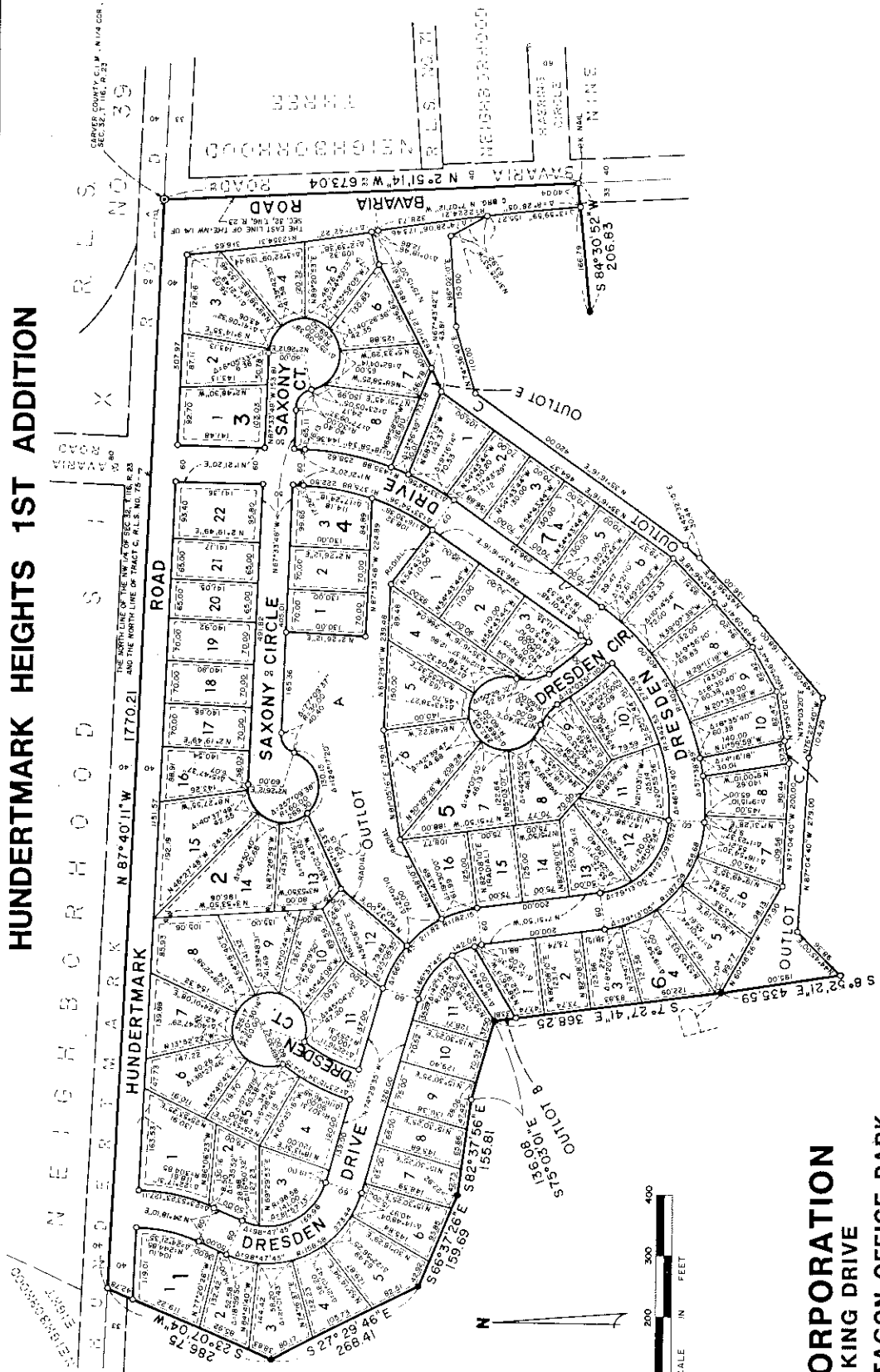


HUNDERTMARK HEIGHTS 1ST ADDITION



SIENNA CORPORATION
 4940 VIKING DRIVE
 SUITE 608 PENTAGON OFFICE PARK
 MINNEAPOLIS, MN 55431
 (612) 835-2808

JAMES R. HILL, INC.

HUNDERTMARK HEIGHTS 1ST ADDITION
SINGLE FAMILY DEVELOPMENT STANDARDS
COVENANTS AND RESTRICTIONS

C AND S DEVELOPMENT COMPANY, Declarant, is desirous of establishing certain minimum standards for the development of the single family residential development or developments located in Carver County, Minnesota, described in Exhibit A attached hereto and made a part hereof, to insure proper use and appropriate development and improvement of each residential site therein contained so as to:

- (a) Protect all owners of land in Hundertmark Heights 1st Addition against such improper use of property as will depreciate the value of their property.
- (b) Guard against the erection of structures built of improper or unsuitable materials.
- (c) Encourage the erection of attractive improvements appropriately located to prevent an inharmonious appearance and function.
- (d) Provide adequate set backs, off-street parking; and in general to provide a development that will promote the general welfare of the persons living in Hundertmark Heights 1st Addition.
(Letters (a) - (d) above sometimes hereinafter collectively called "Criteria for Standards".)

NOW, THEREFORE, C AND S DEVELOPMENT COMPANY, a joint venture of Chaska Investment Company, a Minnesota partnership, and Sienna Corporation, a Minnesota corporation, Declarant, hereby declares that the land described in Exhibit A hereto shall be held, sold, conveyed and developed in accord with the following standards and guide lines, in line with the aforementioned Criteria for Standards and subject to the following easements, restrictions, covenants and conditions which shall apply to each and every part and parcel thereof and shall apply to and bind each and every successor in interest thereof, and are imposed upon said premises as a servitude in favor of Declarant and, in accordance with the terms hereinafter set forth, the Jonathan Association, as defined in Section I hereof, for the benefit of the property described in Exhibit A attached hereto and each owner of any Site therein.

has authority, to be compatible with a high quality residential neighborhood.

- (1) All else herein notwithstanding, any Site may be used for a model home or for a real estate office with customary development signs during the development period of Hundertmark Heights 1st Addition, and future additions adjacent thereto.

SECTION III - REQUIRED YARDS and SITE MAINTENANCE

(a) No dwelling unit shall be built on any Site unless it shall conform to one of the following definitions:

1. One story rambler (ranch) residence, which shall have a one floor level that is totally above grade and shall have a minimum of 900 square feet.
2. Split entry residence (raised ranch), which shall have two floor levels, one of which is totally above grade. The square footage of the level totally above grade shall be a minimum of 864 square feet.
3. Split level residence (three or four levels), which shall be defined as three or more floor levels. The residence is divided vertically so that the floor levels in one part are approximately midway between the successive floor levels in an adjoining part of the residence. The first floor footage shall be defined as the exterior dimensions of the first of the floors of the entire structure totally above exterior finished grade, and such first floor shall have a combined minimum of 864 square feet.
4. Two story residence, which shall be defined as having three floor levels, two of which are totally above exterior finished grade, one above the other. The first floor level totally above grade of a two story residence shall have a minimum of 830 square feet and the square footage of the second floor level totally above grade shall be a minimum of finished (or capable of being finished space) of 450 square feet.
5. Declarant reserves the right to approve the construction of a single family residence of not less than 900 square feet of finished living space on one floor thereof even if such residence may not meet the minimum requirements of the preceding four numbered paragraphs; provided, however, that the design of such residence is approved by both the Declarant and the Association.

- (b) The height of a single family home on any Site shall not exceed a maximum vertical dimension of 38 feet measured from finished grade to the peak of the roof.
- (c) Garages shall be directly attached or connected to the dwelling by means of a covered walkway, fence or other enclosure of a permanent nature and in keeping with the general architecture.
- (d) Structures erected or placed on any Lot or Site must be in harmony with the residence in respect to workmanship, materials and external design.
- (e) No structure shall be erected or placed on any Site consisting of fewer square feet than the smallest Lot in the subdivision. No structure shall be erected or placed nearer to the front lot line, or nearer to a side street line, or nearer to the rear lot line than permitted by ordinances of the City of Chaska as of the date hereof, and the side yards shall be not less than five (5) feet on garage side and ten (10) feet on the house side. For the purpose of this restriction, eaves, steps and open porches shall not be considered a part of a building; provided, however, that this shall not be construed to permit any portion of the building on any Site to encroach upon other residential Lots or Sites.
- (f) For the purposes of the restrictions contained in Section III (a) hereof, living areas shall not be construed to include attics, porches or garages.
- (g) The entire Site area between rear site line and the public street shall be seeded or sodded within sixty (60) days of occupancy, or in the event of inclement weather, as soon thereafter as reasonably possible.
- (h) No outside incinerators, trash burners or garbage receptacles shall be installed or erected on any Site; provided, however, that this restriction shall not be construed to prohibit the use of outdoor barbecues or fireplaces.
- (i) No vehicle commonly known as a recreational vehicle, including but not limited to boats, boat trailers, campers, trailers and motor homes, whether inhabited or not, shall be parked on any Site or appurtenant street for a period of longer than 24 consecutive hours in any week. In addition, no abandoned vehicles shall be parked on any Site or appurtenant street for a period longer than three (3)

size without the express written consent of Declarant, or, after dwelling units have been constructed on all lots in Hundertmark Heights 1st Addition, the Association.

- (c) Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to the members of his family, or his tenants.
- (d) No noxious or offensive activities shall be conducted on any Site, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.
- (e) All uses shall comply with the zoning and other applicable regulations as set forth by the City of Chaska. Said regulations shall govern if inconsistent herewith to the extent actually inconsistent. If not inconsistent herewith, the standards herein contained shall be considered as requirements in addition to said regulations.
- (f) No sign shall be placed on any Site except that one "for sale" sign may be placed on any Site.
- (g) No birds, animals or insects shall be kept on any Site except dogs, cats or other common household pets, provided that they are not kept, bred or maintained for any commercial purposes.
- (h) No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on any Site at any time as a residence, either temporarily or permanently; nor shall any dwelling unit not completely finished on the exterior be occupied as a residence.
- (i) All on Site utility connection facilities and services shall be underground.
- (j) No objectionable trees or shrubbery, such as cottonwood and box elder trees, shall be planted on any Site subject thereto.
- (k) No profession or home industry shall be conducted in or on any Site without the specific written approval of Declarant as long as it has the control over these covenants as hereinafter set out, and by the Association thereafter. Declarant or the Association, whichever has authority therefor at the time in question, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Site to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by Declarant or said Association, whichever then

SECTION I - DEFINITIONS

For the purposes of this Declaration, the following terms shall have the following definitions except as otherwise specifically provided:

Subsection 1. "ASSOCIATION" shall mean and refer to THE JONATHAN ASSOCIATION, a Minnesota corporation, its successors and assigns.

Subsection 2. "COMMON AREAS" shall mean all real property owned in fee by the Association for the common use and enjoyment of the Owners.

Subsection 3. "LOT" shall mean and refer to any plot of land shown upon the plat of Hundertmark Heights 1st Addition with the exception of the Common Areas and platted areas platted for convenience of description only.

Subsection 4. "SITE" shall mean and refer to any parcel of land conveyed to an Owner for one single family residence whether a single platted lot, or more, or less than a single platted lot.

Subsection 5. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Site or Living Unit in Hundertmark Heights 1st Addition, (excluding contract sellers and including in place thereof their contract purchases) and excluding those having such interest merely as security for the performance of an obligation.

Subsection 6. "DECLARANT" shall mean and refer to C and S Development Company, a joint venture consisting of Chaska Investment Company, a Minnesota partnership, and Sienna Corporation, a Minnesota corporation, its successors and assigns.

Subsection 7. "DECLARATIONS" shall mean and refer to this declaration as the same may be amended from time to time as herein provided.

Subsection 8. "MEMBERS" shall mean and refer to those persons entitled to membership in the Association.

Other terms shall have the meanings attributed to them herein.

SECTION II - PERMITTED USES

- (a) No Site shall be used except for residential purposes; no buildings shall be commenced, erected, altered, placed or permitted to remain on any Site other than one single family dwelling, not to exceed two stories in height, and a garage for not more than three cars. Each dwelling erected shall have a garage for at least one car and on site parking space, exclusive of garages, to accommodate at least one additional car.
- (b) No Site shall be subdivided or split by any means whatsoever into any greater number of Sites, nor into any Site or Sites of smaller

consecutive days. For purposes of this restriction, an automobile, van, motorcycle or other motorized vehicle which is parked in the same location without use for more than 72 consecutive hours because of vehicle failure, or because of substantial deterioration causing the vehicle to lose all or virtually all economic value except scrap value, shall be presumed to be an abandoned vehicle.

- (j) All buildings shall be maintained in a state of good order and repair and all other Site areas shall be properly maintained at all times. In the event an owner of any Site under the control of the Association as hereinafter provided, shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Site and to repair, maintain, and restore the Site and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Site is subject.

SECTION IV - PLAN APPROVAL

No improvement shall be commenced, erected, placed or exteriorly altered, excluding normal staining or repainting of the same color, nor any substantial landscape work done on any residential Site until the building or other alteration plans, specifications, including elevations, a plat showing the location of such improvement on the particular building Site, including general landscape plans, have been submitted to and approved in writing by Declarant, or its agents duly appointed to review such improvement plans, as long as it has control thereof, and thereafter by the Association, as to fulfilling the purposes and Criteria for Standards herein contained. Provided, however, that Declarant or the Association, whichever has authority therefor at the time in question, shall not be liable to anyone in damages who has submitted plans for approval or to any landowner by reason of mistake in judgment, negligence, or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval of any such plans. Likewise anyone so submitting plans to Declarant or the Association, whichever has authority therefor

at the time in question, for approval, by submitting such plans, and any person when he becomes an Owner agrees that he or it will not bring any action or suit to recover for any such damages against Declarant or the Association, whichever has authority therefor at the time in question. Declarant or the Association, whichever has authority therefor at the time in question, shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure to meet (i) the Criteria for Standards, (ii) the standards contained herein, (iii) standards as to plans required to be submitted, (iv) standards as to compatibility with existing structures and (v) standards of appropriateness of any structure, exterior design, construction materials, size of improvement, or color scheme thereof, shall be grounds for Declarant's reasonable disapproval of any such plans. Failure of Declarant to approve said plans within five (5) working days after submission thereof, or failure of the Association, if it has authority therefor, to disapprove any plans within sixty (60) days after submission of said plans to it shall be deemed to be approval thereof. All construction work shall, upon approval of plans by Declarant or the Association, whichever has authority therefor at the time in question, be carried on with dispatch and upon completion thereof, the Site shall be promptly landscaped. All structures shall be completed on the exterior thereof within nine (9) months after the start of excavation for the construction thereof.

SECTION V - HOMEOWNERS ASSOCIATION

All Site Owners (except) Declarant are entitled and required to be members of the Jonathan Association, a non-profit corporation, at the time the first dwelling unit on each Lot or Site is completed to the extent that an occupancy permit would, if requested, be issued by the City of Chaska. It is the intention that each Lot or Site, as the dwelling unit is completed thereon, shall no longer be subject to control of Declarant, but shall become subject to the jurisdiction of the Association as herein expressed. There shall be no other qualification for membership and no costs in connection therewith except as set forth in Section VIII hereof.

Members of the Association shall be all Owners with Hundertmark Heights 1st Addition, as well as Owners of Sites in other subdivisions which are required by covenant governing such Site to be members of the Association, and each such member shall be entitled to one vote for each Site owned. When more than one person holds an interest in any Site, all such persons shall be members. The vote for such Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Site. Said Association shall also have as members other landowners as herein provided; and all such single family residential Site Owners who are members of such Association shall have one vote for each Site owned. For the purposes hereof, an owner of a single townhouse unit or condominium unit entitled to be an Association member shall be considered to be a single family residential Site Owner. In addition, the Owner of any multiple dwelling unit or units who is entitled to be a member of said Association shall have one vote for each Living Unit in each multiple dwelling it owns. Provided, however, that on any vote taken on Association business the total multiple dwelling unit votes shall not exceed 49% of the total votes and if necessary each multiple dwelling living unit vote shall be appropriately weighted so that the total thereof does not exceed this maximum. On all votes taken in the Association, multiple dwelling votes shall be taken and counted separately to effectuate the 49% policy set forth above.

SECTION VI - COMPLETION OF CONSTRUCTION OF IMPROVEMENTS

If any structure is begun after approval of the plans therefor as provided in Section IV hereof and is not completed within one (1) year after the commencement of said construction, and in the judgment of Declarant is of offensive or unsightly appearance, Declarant, at its sole option, may take such steps as may be necessary in its sole discretion to improve the appearance so as to make the property harmonious with other properties, such steps including completion of the exterior of the structure, screening or covering the structure and any combination thereof, or similar operations, and the amount of the expenditure made in so doing shall be the personal joint and several obligation of the Site Owner or Owners of the Site improved, as the case may be, and shall be a lien on the property and may be enforceable by action at law in the same manner as a mortgage. The lien herein shall not be valid as against a bona fide purchaser of the Site in question until a statement setting forth a claim therefor has been filed for record in the office of the Carter County Register

of Deeds or Registrar of Titles, whichever is appropriate or unless a suit and appropriate LIS PENDENS to enforce said lien shall have been filed of record in Carver County prior to the recordation of the deed conveying the Site in question to such purchaser. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Site pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien for such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site from liability for any assessments thereafter becoming due or from the lien thereof.

Any lien claim filed for record pursuant hereto shall terminate six months after filing, unless a suit and appropriate LIS PENDENS to enforce said lien have been filed of record in Carver County before the end of said six-month period.

SECTION VII - COMMON AREAS

Subsection 1. The Common Areas to be conveyed to the Association are legally described in Exhibit B attached hereto and made a part hereof. Said Common Areas will be conveyed to the Association by Declarant subject to a reservation in Declarant of the right to use such Common Areas for utility development, either public or private, and to grant rights therein to utility companies, public agencies or other persons, corporations or associations for use or development of utilities therein and to construct and make additional improvements in such Common Areas as Declarant shall deem necessary for appropriate development of contiguous land owned or purchased by Declarant during the development period of such land.

Subsection 2. After said Common Areas are conveyed to the Association, every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Site subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas;
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessments on its Site remain unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The Association is hereby given the right to establish uniform rules and regulations for the Common Areas;

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless assented to by two-thirds (2/3) of members who are voting in person or by proxy at a meeting or meetings duly called for this purpose. Notice of such meeting or meetings shall be given and the required quorum shall be determined in the same manner as provided in Section VIII, Subsection 5.

(d) The Association shall have the right to lease portions of the Common Areas to commercial recreational developers for the purpose of providing recreational facilities or services or both to members provided that the net income from any such lease shall be applied to developing and maintaining any Common Areas owned by the Association.

Subsection 3. Every Owner of a Site which abuts an area which constitutes a part of any Common Area heretofore or hereafter owned by the Association, by acceptance of a deed for said Site, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain the portion of said area abutting said Site in the same manner and to the same extent and condition as portions of the Common Area maintained by the Association, unless the portion of such an area abutting said Site exceeds twenty (20) feet in width; provided, however, that the Association rather than the Owner shall be responsible for maintenance of walkways, trees, shrubs, and other landscaping and improvements within said area, if any. If a portion of such an area not exceeding twenty (20) feet in width lies between two Sites, the Owners of said Sites shall share equally the obligation to maintain such portion of said area. Any Owner shall have the right to maintain any other portion of the Common Areas abutting the Owner's Site, provided that such maintenance is not inconsistent with the plans of the Association for maintenance of such Common Areas.

SECTION VIII - MAINTENANCE EXPENDITURES AND ASSESSMENTS

Subsection 1. Each Owner of any Site, after becoming a member of the Association as hereinbefore provided, by acceptance of the deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (i) Annual Assessments and (ii) Special Assessments for capital improvements, all such assessments to be established and collected as hereinafter provided. Any assessments authorized herein together with interest,

costs and reasonable attorneys' fees, shall be a lien against a Site from the date payable and may be enforced by action at law in the same manner as a mortgage. The lien of the assessments provided for herēin shall be subordinate to the lien of any first mortgage. The sale or transfer of any Site pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Site from liability for any assessments thereafter becoming due or from the lien thereof.

Any lien claim filed for record pursuant hereto shall terminate six (6) months after filing, unless a suit and appropriate LIS PENDENS to enforce said lien has been filed of record in Carver County before the end of said six-month period. In addition, each such assessment together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Such personal obligations may be enforced by a judgment against the Site Owner in question.

Subsection 2. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association and for the maintenance and development (including, but not limited to, costs of appropriate insurance and real estate taxes) of any Common Areas owned by the Association.

Subsection 3. The Board of Directors of the Association may fix the Annual Assessment at an amount not in excess of the maximum amount chargeable to any other single family Site subject to the jurisdiction of the Association.

Subsection 4. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Areas, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of a majority of members who are voting in person or by proxy at a meeting duly called for this purpose.

Subsection 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

At the first such meeting called, the presence of members or of proxied entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting or meetings may be called subject to the same notice requirement, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Subsection 6. Both Annual Assessments and Special Assessments shall be assessed on a uniform basis for all Sites and may be collected on the monthly, quarterly, semi-annual or annual basis as shall be determined by the Board of Directors of the Association. Assessments shall be made on a per Site Basis with each Site presumed to be benefited equally.

Subsection 7. The Annual Assessments provided for herein shall commence as to all Sites on the first day of the month following the date such Site becomes subject to the jurisdiction of the Association as hereinbefore provided. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Site at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Site have been paid.

Subsection 8. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Site.

SECTION IX - ENFORCEMENT

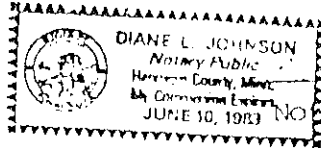
- (a) The standards set forth herein shall be enforceable by the Declarant so long as it shall be the Owner of any Site in Hundertmark Heights 1st Addition, or any Owner, or by the Association, their successors and assigns, for the maximum period allowed by law and shall be enforceable by the Declarant, the Association, or any Owner, their successors and assigns, by (i) injunctive relief, prohibitive or mandatory,

to prevent the breach or or to enforce the performance or observance of these standards, (iii) both (i) and (ii) or (iv) a suit to foreclose any lien authorized herein. The assessments provided for in Section VIII hereof shall be enforceable by the Association by a money judgment against the Owner or Owners responsible therefor or by a suit to foreclose the lien authorized in said Section VIII.

- (b) The failure of the Declarant, the Association or the Owner, their successors or assigns, to enforce any provisions of the standards contained herein upon the violation thereof shall in no event be deemed to be a waiver of the rights to do so as to any subsequent violation.
- (c) Declarant, until a dwelling unit is completed on a specific Site, and thereafter, the Association may, for such Site, grant variances from the strict application of the provisions of these standards in cases where, by reason of extraordinary and exceptional conditions of the Site or in other circumstances, the strict application of any standard would result in peculiar and practical difficulties or exceptional or undue hardship upon the Owner of the Site; provided, however, that any such variance shall meet the Criteria for Standards provided herein.
- (d) Invalidation of any of the provisions of these covenants and standards, whether by court order or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.
- (e) Any party to a proceeding who succeeds in enforcing a standard or lien or enjoining the violation of a standard against a Site Owner may be awarded a reasonable attorneys' fee against such Site Owner and shall be entitled to interest at the rate of eight percent (8%) per annum on any monetary amount awarded from the date such amounts shall be determined to have been payable.
- (f) No violation of any of these standards shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any Site; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

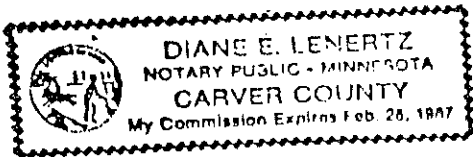
The foregoing instrument was acknowledged before me this 11th day of February, 1982, by Elio Montermini, Authorized Agent, of Kellogg II Company, a Minnesota Partnership, on behalf of the partnership.



[Signature]
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 11th day of February, 1982, by John Hankinson, Vice President and Rodney D. Hardy, Vice President of Sienna Corporation, a Minnesota corporation, on behalf of the corporation.



[Signature]
Notary Public

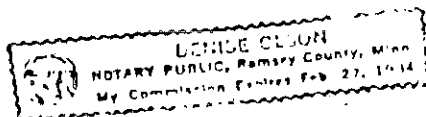
The First National Bank of Saint Paul, mortgagee, hereby consents to the imposition of the above standards, covenants and restrictions upon the land comprising Hundertmark Heights 1st Addition.

The First National Bank of Saint Paul, a national banking association,

By [Signature]
Its [Signature]

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 16th day of FEBRUARY, 1982, by PAUL R. HELBIG as ASSISTANT VICE PRESIDENT of The First National Bank of Saint Paul, a National Banking Association, on behalf of said Association.



[Signature]
Notary Public

EXHIBIT A

Lots One (1) through Eleven (11), Block One, (1); Lots One (1) through Twenty-two (22), Block Two (2); Lots One (1) through Eight (8), Block Three (3); Lots One (1) through Three (3), Block Four (4); Lots One (1) through Sixteen (16), Block Five (5); Lots One through Eight (8), Block Six (6); Lots One (1) through Ten (10), Block Seven (7); Outlots A, B, C, D and E, all in Hundertmark Heights 1st Addition, according to the plat thereof on file in the Office of the Registrar of Titles, Carver County, Minnesota.

567 07 187
File # 7267

Certificate Number 13090-1312

BOOK 39 PAGE 161-243

STATE OF MINNESOTA, }
County of Carver } ss

OFFICE OF THE REGISTER OF TITLES

This is to certify that the within instrument was filed in this office at Onaska on the 16 day of February

A. D. 1882 at 3:30 o'clock P. M.
Paul W. Hammond by 1883
REGISTRAR OF TITLES

EXHIBIT B

Outlots A, B, C, D and E, all in Hundertmark Heights 1st Addition,
according to the plat thereof on file in the Office of the
Registrar of Titles, Carver County, Minnesota.