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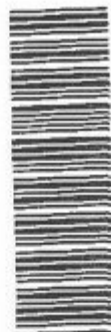
OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA

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DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER



DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
MAPLE RIDGE
CITY OF COLD SPRING

Known all men by these presents, that Lumber One, Cold Spring Inc., a Minnesota Corporation, being owner of all the following described premises situated in the County of Stearns, State of Minnesota, to-wit:

Maple Ridge, according to the plat thereof, on file and of record in the office of the Stearns County Recorder, Minnesota.

Desiring to establish the nature of use and enjoyment of said lands, do hereby declare said premises may be subject to outstanding flowage rights and privileges, conditions and restrictions as may have been previously imposed upon the Subject Property by conveyances now of record, and do further declare said premises subject to the following express covenants, stipulations, and restrictions, to the use and enjoyment thereof, all of which are to be construed as protective covenants and restrictive running with the title to said premises and with each and every part and parcel thereof;

1. These covenants are to run with the land and shall be binding on parties and all persons claiming under them, with no modifications allowed, until such time as a majority of the addition (51%) has been developed, at which time said covenants shall be automatically extended for successive periods of five (5) years, unless by vote of a majority of the then owners of the land, it is agreed to change said covenants in whole or in part.
2. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated with the boundaries of the premises hereinabove described, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any

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- such covenant, and either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full and effect.
 4. The premises and each part, parcel, lot or plot thereof shall be used exclusively for single family residential purposes. No structures shall be erected, altered placed, or permitted to remain on any part of parcel thereof which is in single ownership, other than on detached single family dwelling and private garage, and such other outbuildings and improvements as shall be authorized by the neighborhood committee hereinafter constituted.
 5. No building or improvement shall be erected, placed or altered on any part, parcel, lot or plot with the boundaries of the premises above described, until the building plans, specification, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the area protected by these covenants, and as to location of the building with respect to topography and finished ground elevation by a committee composed of two (2) members and to be known as *Maple Ridge NEIGHBORHOOD ASSOCIATION COMMITTEE*, which committee shall be constituted for the term of five (5) years following the date of the original declaration of the following named persons: Roy Denne-COO Lumber One Cold Spring Inc., Kenneth G. Anderson-New Home Sales, and upon the expiration of the initial five (5) year term of the members of the neighborhood association committee, the said committee shall be composed of two (2) members, all of whom shall be designated for a five (5) year period thereafter until the expiration of these covenants. In the event of a vacancy occurring in said neighborhood association committee, by resignation, death, disability or disposal by the committee member of his property in the protected premises, such vacancy shall be filled for the unexpired term by election by the then *Maple Ridge NEIGHBORHOOD ASSOCIATION COMMITTEE*.
 6. The setbacks proposed for Maple Ridge are to be according to the City of Cold Spring building ordinance.

7. No noxious or offensive trade or activity shall be carried on upon any building site, tract or parcel of land in the protected area, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood; no livestock nor wild or domestic animals of any kind shall be kept or maintained, or stabled on any residential building site, other than not more than two (2) dogs, or not more than two (2) cats.
8. No trailer, basement, tent, shack, garage, barn, mobile home, side by side or other outbuildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
9. No residential structure shall be erected or placed on any building site which main structure does not have an attached 20'X20' garage or larger. No residential structure shall be erected or placed on any building site which has a floor area exclusive of open porches and garages of less than the following:
 - a) Rambler-1100 square feet on the main living area.
 - b) Bilevel-1100 square feet on the main living area.
 - c) Trilevel/Multilevel-1100 square feet of finished living area on the three living levels.
 - d) One and one half Story-1300 square feet on the top two floors.
 - e) Two Story/Two and one half Story-1500 square feet on the top two floors.
10. No residential structure shall be erected that does not provide for at least \$ 500 which shall go towards the improvement of the front elevation of house over and above the standard siding application. Some examples of improvements may be one or more of the following item: brick, window grill, shutters, high pitched roofs
11. No detached garages will be allowed in Maple Ridge. One storage building will be allowed with the following conditions being met:
 - a. The premises shall be subject in the use thereof to the lawful zoning, subdivision, and other land use ordinances of the City of Cold Spring.

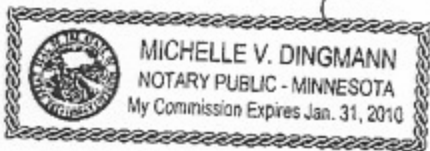
- b. Storage building cannot exceed 120 square feet.
 - c. Storage building will be located in the rear yard of the home.
 - d. Materials used for the storage building will match the home and attached garage.
12. Easements for the installation and maintenance of municipal and public utility and drainage facilities are reserved over the lands as shown on the Plat are subject to the following provisions:
- a) Except as provided below, all claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the interested owners, or any utility company or municipality, or any of their heirs, successors, assign, agents or servant are waived by purchasers of lots within the subdivision.
 - b) No structure, planting or other material shall be place or permitted to remain with utility easements which may damage or interfere with the installation and maintenance of utilities or with drainage easements which may obstruct or retard the flow or water through the drainage channels within the easements.
 - c) The easement areas of each lot and all improvements therein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company, or the City of Cold Spring is responsible.
13. No sod, soil, sand or gravel shall be sold or removed from any part of the premises, except for the purpose of excavating for the construction or alteration of a residence or an appurtenance on said premises, or for the proper grading thereof, any excess of soil remaining from excavation or grading. And not otherwise used by the owner in the improvement of his own site, shall be

- disposed of properly within Maple Ridge in which event it shall be placed where so designated by neighborhood association.
14. No fence, hedge, boundary wall or retaining wall shall be erected, constructed, grown or maintained on or around any building site or lot in said subdivision, without the written approval of the neighborhood association committee, as to its location, material, style, height, and harmony and the landscaping design in the area.
 15. Buyers of Lots 1-10, Block 7 Maple Ridge agrees to recorded Conservation Easement agreement.
 16. The premises shall include a sodded or hydro-seeded front yard upon completion of a new residential structure.
 17. The premises shall be subject in the use thereof to the lawful zoning, subdivision, and other land use ordinances of the City of Cold Spring.
 18. No commercial trade or business of any kind shall be carried on, in or from any part of the lands which are subject to these covenants. The owner or occupant of any homesite subject to these covenants shall do nothing upon his premises which shall be or become a hazard, nuisance or annoyance to the other owners of homesites in the lands subject to these covenants.
 19. No trash, garbage, or other debris shall be kept on the premises, and each owner of the homesite covered by these covenants shall promptly carry away or cause to be carried away all such trash, garbage or debris, so that the premises belonging to each owner shall be clear and orderly. No motor home travel trailers allowed to be stored on premises. No more than three (3) vehicles, garaged under roof, shall be kept on or at any building or homesite covered by the covenants, and no parking shall be permitted on the common easement road or public roads; no junk or wrecked automobiles shall be brought upon or kept or remain exposed upon the premises, and no commercial automotive repairs shall be undertaken or permitted on any homesite; in addition to the automobile or automobiles of the homesite owner, such owner shall be permitted to have and keep upon his premises not more than one (1) recreational vehicle, which need not be kept under roof, such as one (1) boat and trailer, or one (1) snowmobile and trailer, or one (1)

- camper (provided the same is not used for residence purposes while on said homesite).
20. Prior to grading starting on any site, STRICT compliance with all erosion control measures, as shown on approved grading, drainage and erosion control plan, shall be met.
 21. Compliance with these covenants shall not excuse noncompliance with land use ordinances upon the same subject of the public authorities; compliances with the land use ordinance of the public authorities shall not excuse noncompliance with these covenants.
 22. Neighborhood Association may remove, at lot owner's expense, any structure or condition which fails to conform with these covenants, state and local laws, upon notice to lot owner of such nonconformance and lot owner's subsequent failure to immediately remove such nonconformance.
 23. All construction and use of said premises shall conform to state law and local ordinance. In the event the conditions contained in these covenants conflict with any state law or local ordinance, the latter shall govern. The lot owner is charged with knowledge of all such applicable laws.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, and all of such respective grantees. Violation of any one or more of these covenants may be restrained by any Court of competent jurisdiction, and damages awarded against such violator; provided, however, that a violation of these restrictive covenants, or any one or more of them shall not effect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 8th day of Nov, 2005



Roy Denne
Roy Denne, COO
Lumber One, Cold Spring Inc.

STATE OF MINNESOTA)
) ss.
COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 8th day of Nov, 2005, by Roy Denne, COO, Lumber One, Cold Spring Inc.

Michelle Dingmann
Notary Public

Drafted by Lumber One, Cold Spring Inc.
Ken Anderson-New Home Sales
700 3rd St South
Cold Spring, MN 56320

CONSERVATION EASEMENT AGREEMENT

A & D BACKES LIMITED PARTNERSHIP

FOR VALUABLE CONSIDERATION, A & D Backes Limited Partnership, a limited partnership under the laws of the state of Minnesota, (the "Grantor") being the owner, in fee simple, of real estate hereinafter described, hereby grants and conveys to the City of Cold Spring, a political subdivision under the laws of the State of Minnesota, (the "Grantee") for the sum of One Dollar (\$1.00) and other good and valuable consideration this Conservation Easement, subject to the terms and conditions expressed herein over the property as illustrated on the *Easement Sketch*, attached hereto and made a part hereof as Exhibit A, and as legally described below (the "Property"):

A perpetual easement for conservation purposes over, under and across the most southerly 30.00 feet of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9 and Lot 10, all in Block 7 of MAPLE RIDGE, Stearns County, Minnesota, as measured at a right angle to the most southerly lines of the above said lots.

RECITALS

- A. Grantor is the sole owner of certain real property legally described above (the "Property").
 - B. The Property is primarily woodlands, and contains scenic qualities that can be enjoyed by the public from Stearns County Road 158 in the City of Cold Spring.
 - C. Grantor intends to convey to Grantee the right to preserve and protect the Property's woodland and scenic qualities consistent with the terms and conditions expressed herein.
 - D. Through the adoption of Resolution 2005-03 on January 26, 2005, the City Council required that the developer of the Maple Ridge plat must provide a vegetative screening preservation easement to prevent removal of the existing vegetation that is intended to screen the rear yards from exposure to Stearns County Road 158.
1. **Grant of easement.** Grantor hereby conveys and grants to Grantee a perpetual conservation easement on the Property. The parties intend to permanently retain the Property in its predominantly natural and scenic condition and to prevent or remedy any subsequent activity or use that significantly impairs or

interferes with the natural and scenic condition and screening effect of the Property.

2. **Uses prohibited.** Grantors, or their successors and assigns, shall not allow others to perform acts on the Property that would significantly impair or interfere with the natural and scenic conditions and screening effect. The following activities are hereby expressly prohibited:
 - A. engaging in extraction or removal of soil, minerals, or any other natural resource from the Property;
 - B. constructing buildings or improvements of any kind, including fences, signs, billboards, driveways, roads or temporary shelters on the Property;
 - C. altering the surface, including filling, excavation or removal of soil, sand, gravel or rocks without the written consent of Grantee;
 - D. disposing of waste material on the Property;
 - E. engaging in activities on the Property or on adjacent property which are likely to cause soil erosion, degradation or water pollution, either on the surface or underground on the Property;
 - F. mowing, removing, destroying, cutting or otherwise altering trees, shrubs and other vegetation except for areas immediately adjacent to improvements to prevent or control noxious weeds, insects, diseases, fire or personal injury or property damage; or to enhance or restore wildlife habitat or native biological communities; or as approved by Grantor to facilitate the recreational uses allowed in paragraph 3 of this Conservation Easement.
3. **Recreational use.** The Property may be used by Grantor, and its successors and assigns for recreational trails, walking, horseback riding, cross country skiing and other non-motorized recreational activities on the Property.
4. **Public access.** No right of access by the public to any portion of the Property is conveyed by this Conservation Easement.
5. **Rights reserved.** Grantor reserves all other rights accruing from their ownership of the Property, including but not limited to the right to engage or allow others to engage in activities or uses of the Property which are not prohibited or limited by this Conservation Easement, including the right to exclude the public from the Property and to sell or transfer all or a part of the Property. Grantor shall inform all others who exercise any rights by or through them on the Property of the terms of this Conservation Easement.
6. **Costs and liabilities.** Grantor retains all obligations and shall bear all costs or liabilities of any kind accruing from their ownership of the Property including the operation, upkeep and maintenance of the Property and the payment of taxes, assessments, liability insurance and any other costs associated with the Property.
7. **Enforcement.** Grantee may commence an action against Grantor or any other party to enforce the terms of this Conservation Easement and to require restoration of the Property. The enforcement of the terms of this Conservation Easement is subject to Grantee's discretion. A decision by the Grantee not to enforce the terms of the Conservation Easement shall not be deemed a waiver of any such term, or the right of Grantee to enforce its rights for subsequent breaches of the same or any other term.
8. **Acts beyond Grantor's Control.** The Grantor shall not be liable for violations of this Conservation Easement due to causes beyond the reasonable control of Grantor, such as fire, flood, storm or other

natural cause.

- 9. **Governing law.** This Conservation Easement shall be governed by the laws of the State of Minnesota.
- 10. **Duration.** This Conservation Easement shall be of permanent duration, shall run with the land, and shall be binding upon the parties hereto, its successors, heirs and assigns asement.

GRANTOR

Alfred G. Backes
 Alfred G. Backes, General Partner

Donat E. Backes
 Donat E. Backes, General Partner

STATE OF MINNESOTA)
) ss.
 COUNTY OF STEARNS)

On this 23 day of Sept, 2005 to me personally known to be Alfred G. Backes and Donat E. Backes who did swear that they are the General Partners of A & D Backes Limited Partnership, a limited partnership under the laws of the state of Minnesota, the Grantor, signed the foregoing instrument who did swear that he executed the same as their free act and deed.



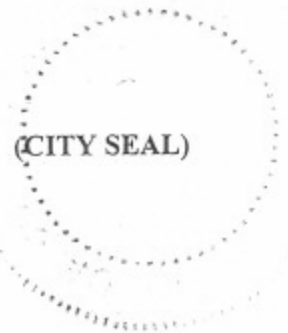
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Michelle V. Dingmann
 Signature of Notary

GRANTEE

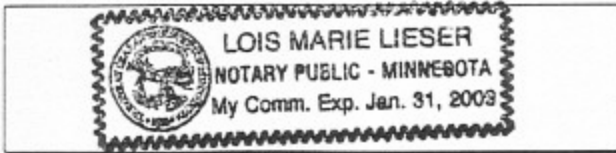
Doug Schmitz
 Doug Schmitz, Mayor

Larry J. Lahr
 Larry J. Lahr, City Administrator



STATE OF MINNESOTA)
) ss.
 COUNTY OF STEARNS)

On this 10th day of September, 2005 to me known to be Doug Schmitz, Mayor and Larry J. Lahr, City Administrator of the City of Cold Spring, the Grantee, who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Notary Stamp Here

Lois Marie Lieser

Signature of Notary

Tax Statements for the real property described in this instrument should continue to be sent to previous owner.

Affix Deed Tax Stamp Here

This document was drafted by:

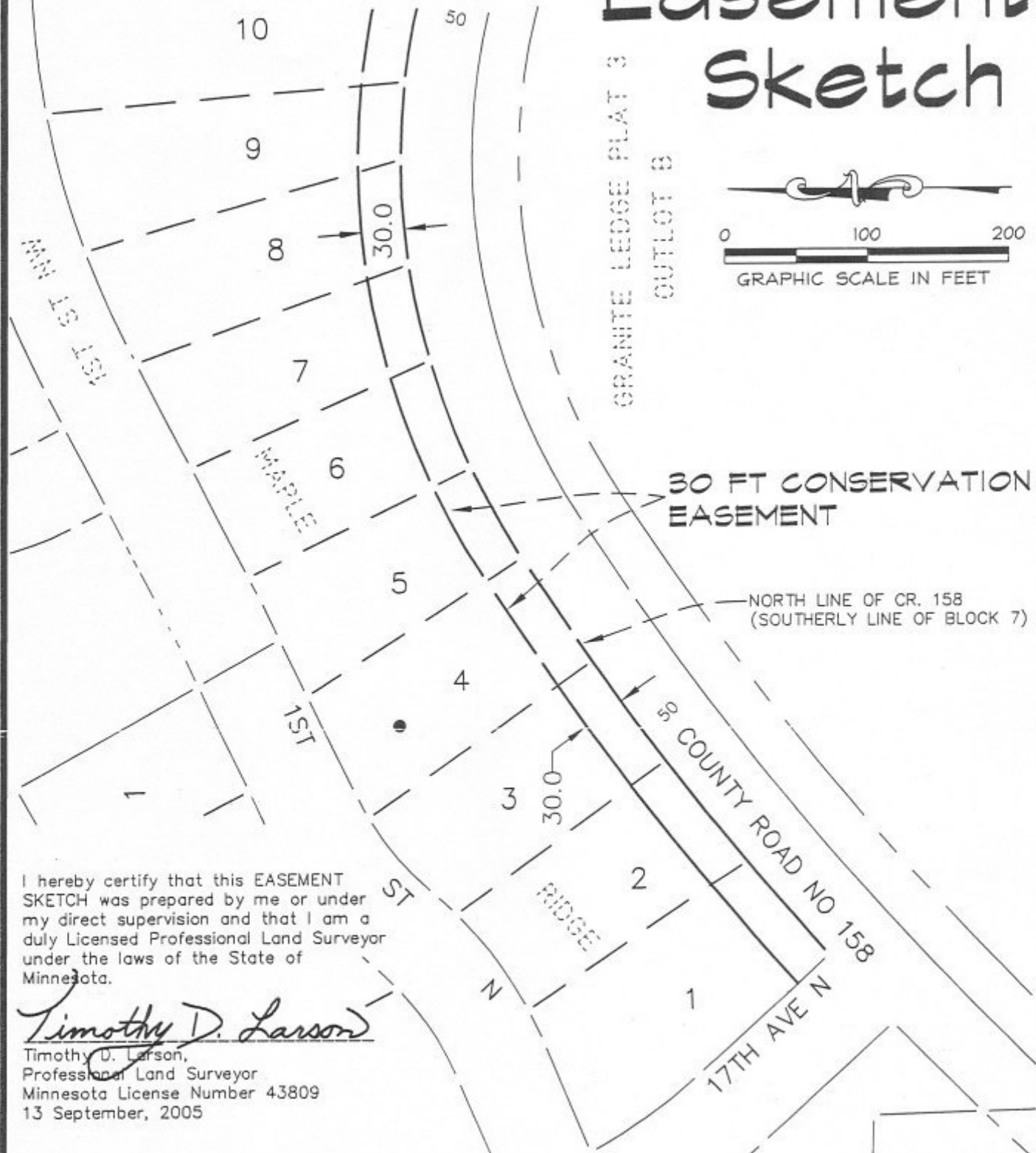
Susan M. Dege - 0290385
Rajkowski Hansmeier Ltd.
11 Seventh Avenue North
P.O. Box 1433
St. Cloud, Minnesota 56302
Telephone: (320) 251-1055

When recorded return to:

City of Cold Spring
Attn: City Administrator
27 Red River Avenue South
Cold Spring, MN 56320

Exhibit A

Easement Sketch



I hereby certify that this EASEMENT SKETCH was prepared by me or under my direct supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Minnesota.

Timothy D. Larson

Timothy D. Larson,
Professional Land Surveyor
Minnesota License Number 43809
13 September, 2005



**Engineers - Architects
Surveyors**
3721 23RD STREET SOUTH
ST. CLOUD, MN 56301
TEL 320.251.4553 FAX 251.6252
WEB SITE www.bonestroo.com



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