

OFFICE OF COUNTY RECORDER } SS
County of Douglas, Minn.

I hereby certify that the within instrument
was filed in this office for record on the 15th
day of Oct, 2002 at 11:30
o'clock A.M and was duly recorded as

Doc. No. **230612**

Arlene Chermak Recorder
Dawn Crouse Deputy

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
THE PRESERVE PLAT ONE
CITY OF ALEXANDRIA

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:

The Preserve Plat One, according to the plat thereof, on file and of record in the office of the Douglas 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 all 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 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 THE PRESERVE PLAT ONE 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 and Kenneth G. Anderson, 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 The Preserve Plat One Association Committee.
6. The setbacks for The Preserve Plat One are 25 feet front yard, 5 feet side yard, and 35 feet rear yard including the conservation easements.
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 wood basements will be permitted. 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-900 square feet on the main living area.
 - b) Bilevel-864 square feet on the main living area.
 - c) Trilevel/Multilevel-1000 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 grilesl, shutters, high pitched roofs.
11. 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 our 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 of 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 Alexandria is responsible.
 - d) The conservation easement of record will protect the wooded areas and wetlands. The land in the easement cannot be disturbed. It is the intention of the conservation easement to help preserve the wooded areas and wetlands.
12. 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 or properly within The Preserve Plat One in which event it shall be placed where so designated by neighborhood association.
 13. 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.
 14. The premises shall include a sodded front yard or hydro-seeded front yard upon completion of a new residential structure.
 15. The premises shall be subject in the use thereof to the lawful zoning, subdivision, and other land use ordinances of the City of Alexandria.
 16. 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.
 17. 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 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).

18. 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.
19. 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.
20. 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, each and all of such respective covenants shall be valid and binding on their 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 owners have hereunto set their hands this 15th day of October, 2002

Roy Denne
Roy Denne, COO

Lumber One, Cold Spring Inc.

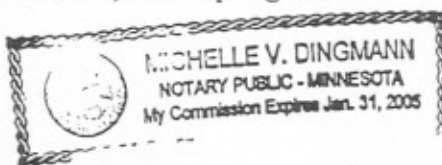
Kenneth G. Anderson

Kenneth G. Anderson, New Home Sales
Lumber One, Cold Spring Inc.

STATE OF MINNESOTA)

) ss.

COUNTY OF STEARNS)



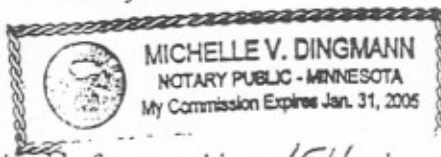
The foregoing instrument was acknowledged before me this 15th day of October, 2002, by Roy Denne.

Michelle V. Dingmann
Notary Public

STATE OF MINNESOTA)

) ss.

COUNTY OF STEARNS)



The foregoing instrument was acknowledged before me this 15th day of October, 2002, by Kenneth G. Anderson.

Michelle V. Dingmann
Notary Public

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

"The Preserve" Conservation Easement

DATE: November 16, 2001

DONOR/OWNER: Lumber One Cold Spring Inc.

DONEE/CITY: CITY OF ALEXANDRIA, 704 BROADWAY, ALEXANDRIA, MINNESOTA

For Purposes of this Conservation Easement, the Donor, who is the current Owner, and all subsequent Owners of the subject Property, will be referred to as the "Owner" throughout this Conservation Easement. The Donee will be referred to as the "City" throughout this Conservation Easement.

PROPERTY: Outlot A, Outlot C, Outlot D, and Outlot E of "The Preserve", City of Alexandria.

CONVEYANCE: The Owner conveys and warrants to the City a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this agreement. This conveyance is a gift from the Donor to the City.

THE OWNER AND THE CITY AGREE TO THE FOLLOWING:

A. PURPOSES OF THIS CONSERVATION EASEMENT AND COMMITMENTS OF THE DONOR/OWNER AND THE CITY.

1. This Conservation Easement assures that the Property will be perpetually preserved in its predominately natural, scenic, forested, and open space condition. The Purposes of this Conservation Easement are to protect the Property's natural resource and watershed values; to maintain and enhance biodiversity; to retain quality habitat for native plants and animals, and to maintain and enhance the

natural features of the Property. Any uses of the Property which may impair or interfere with the Conservation Values are expressly prohibited.

2. The Donor is the Owner of the Property and is committed to preserving the Conservation Values of the Property. The Owner agrees to confine use of the Property to activities consistent with the Purposes of this Easement and the preservation of the Conservation Values.

3. The City is a qualified Recipient of this Conservation Easement, is committed to preserving the Conservation Values of the Property, and is committed to upholding the terms of this Conservation Easement. The City protects natural habitats of fish, wildlife, plants, and the ecosystems that support them. The City also preserves open spaces, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit.

B. CONSERVATION VALUES. The Property possesses natural, scenic, and open space values of prominent importance to the Owner, the City, and the public. These values are referred to as the "Conservation Values" in this Easement. The Conservation Values include the following:

OPEN SPACE and SCENIC:

1. A scenic landscape and natural character which would be impaired by modification of the Property.

2. Biological integrity of other land in the vicinity has been modified by intense urbanization, and the trend is expected to continue.

3. There is a reasonable possibility that the City may acquire other valuable property rights on nearby or adjacent properties to expand the Conservation Values preserved by this Conservation Easement.

PUBLIC POLICY

1. The Property contains natural wetland areas that provide habitat for aquatic invertebrates, reptiles, amphibians, and aquatic and/or emergent vegetation.

2. Valued native forest land exists on the Property, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs.

WATERSHED PROTECTION:

1. Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water resources for the Alexandria area.

2. Preservation of the Property enables the Owner to integrate the Conservation values with other neighboring lands.

C. PROHIBITED ACTIONS. Any activity on, or use of, the Property which is inconsistent with the Purposes of this Conservation Easement or which is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses are explicitly prohibited:

1. Division. Any division or subdivision of the Property is prohibited.
2. Commercial Activities. Any commercial activity on the Property is prohibited. De minimis commercial recreational activity is, however, permitted.
3. Industrial Activities. Any industrial activity on the Property is prohibited.
4. Construction. The placement or construction of any human-made modification such as, but not limited to, buildings, fences, roads, and parking lots is prohibited.
5. Cutting Vegetation. Any cutting of trees or vegetation, including pruning or trimming, is prohibited, except for the cutting or removal of trees or vegetation which pose a threat to human life or property.
6. Land Surface Alteration. Any mining or alteration of the surface of the land is prohibited, including any substance that must be quarried or removed by methods that will consume or deplete the surface estate, including, but not limited to, the removal of topsoil, sand, gravel, rock, and peat. In addition, exploring for, developing, and extracting oil, gas, hydrocarbons, or petroleum products are all prohibited activities.
7. Dumping. Waste and unsightly or offensive material is not allowed and may not be accumulated on the Property.
8. Water Courses. Natural water courses, lakes, wetlands, or other bodies of water may not be altered.
9. Off-Road Recreational Vehicles. Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated off of designated roads or trails on the Property.
10. Signs and Billboards. Billboards are prohibited. Signs are prohibited, except the following signs may be displayed to state:
 - The name and address of the property or the owner's name.
 - The area is protected by a conservation easement.
 - Prohibition of any unauthorized entry or use.

D. PERMITTED USES. The Owner retains all ownership rights which are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

1. Right to Convey. The Owner retains the right to sell, mortgage, bequeath, or donate the Property. Any conveyance will remain subject to the terms of the Conservation Easement and the subsequent Owner will be bound by all obligations in this agreement.

E. RIGHTS OF THE CITY. The Owner confers the following rights upon the City to perpetually maintain the Conservation Values of the Property:

1. Right to Enter. The City has the right to enter the Property at reasonable times to monitor the Conservation Easement Property. Furthermore, the City has the right to enter the Property at reasonable times to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. The City may not, however, unreasonably interfere with the Owner's use and quiet enjoyment of the Property. The City has no right to permit others to enter the Property. The general public is not granted access to the Property solely under this Conservation Easement, although such access may be granted under other easement, grant or dedication.

2. Right to Preserve. The City has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes of this Conservation Easement or detrimental to the Conservation Values of the Property.

3. Right to Require Restoration. The City has the right to require the Owner to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement.

4. Signs. The City has the right to place signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Owner's approval.

F. CITY'S REMEDIES. This section addresses cumulative remedies of the City and limitations on these remedies.

1. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of the City's right to eventually enforce the terms of this Conservation Easement.

2. Acts Beyond Owner's Control. The City may not bring an action against the Owner for modifications to the Property resulting from causes beyond the Owners' control, including, but not limited to, unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or even an Owner's well-intentioned action in response to an emergency resulting in changes to the Property. The Owner has no responsibility under this Conservation Easement for such unintended modifications.

3. Notice and Demand. If the City determines that the Owner is in violation of this Conservation Easement, or that a violation is threatened, the City shall provide written notice to the Owner. The written notice will identify the violation and request corrective action