

STONE GATE
SINGLE FAMILY AND TWINHOME
DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

Known all men by these presents, that Lumber One Development Company, LLC, a Minnesota Limited Liability Company, being owner of all the following described premises situated in the County of Stearns, State of Minnesota, to-wit:

LOT 9, BLOCK 1; LOTS 10-18, BLOCK 2; LOTS 1-7, BLOCK 3; LOTS 1-9, BLOCK 4; LOTS 1-7, BLOCK 5; LOTS 1-17, BLOCK 6; and LOTS 1-12, BLOCK 7, STONE GATE, 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 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 within 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 violations.

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 force and effect.
4. No building or improvement shall be erected, placed or altered on any part, parcel, lot or plot within the boundaries of the premises above described, until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing by the **STONE GATE NEIGHBORHOOD ASSOCIATION COMMITTEE** 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. **All plans shall be sent to Lumber One, Avon Inc.; P.O. Box 7: Avon, Minnesota 56310.**

The STONE GATE NEIGHBORHOOD ASSOCIATION COMMITTEE be a committee composed of two (2) members, which committee shall be constituted for the term of five (5) years following the date of the original declaration of the following named persons: **Ted R. Schmid and Chad A. Carlson**, 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 term by election by a majority of the then property owners in the protected area, and such an election shall be held for each succeeding five (5) year 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 Stone Gate Neighborhood Association Committee.

5. 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 **ONE (1)** outbuilding. **All outbuildings shall have a 120 square foot maximum floor area and can not exceed 10 feet in height.** Such outbuildings shall match the house color and siding materials to conform with the existing structure. All outbuildings must be approved by the Stone Gate Neighborhood Association Committee prior to construction.

All outbuildings larger than 100 square feet will REQUIRE a building permit from the City of St. Cloud. All outbuildings are subject to the City of St. Cloud setbacks of 10 feet from the side yard lot line and 2 ½ feet from the rear lot line. No outbuilding or any other structure shall be place in the 40 foot buffer area as detailed on the Stone Gate plat.

6. Set back requirements for front, rear and sides are the same as the City of St. Cloud for both R-2 Zoning District:

R-2

- Front Yard: 25 feet
- Side Yard: 5 feet
- Rear Yard: The lesser of 35 feet
or 20% of the lot depth
- Corner Lot: 25 feet (Front Yard)
15 feet (Street Side Yard)

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 of 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, at a minimum, 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) Bi-levels – 950 minimum square feet on main living area.
 - b) Rambler- 1,000 minimum square feet on the main living area.
 - c) Trilevel/Multilevel: 1,000 minimum square feet of finished living area on the three living levels.
 - d) One and one half Story: 1,300 minimum square feet on the top two floors.
 - d) Two Story/Two and one half Story: 1,500 minimum square feet on the top two floors.
10. No residential structure shall be erected that does not provide for sodded yards and two (2) – two inch diameter trees per lot. **The sodding and planting of trees shall be the responsibility of the CONTRACTOR AND HOMEOWNER.**
11. No residential structure shall be erected that does not provide for, at a minimum, \$1,000 which shall go towards the improvement of the front elevation of the house over and above the standard siding application. Some examples of improvements may be one or more of the following items: brick, window grilles, shutters, high-pitched roofs, etc.
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 and 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, assigns, agents or servants are waived by purchasers of lots within the subdivision.

- b) No structure, planting or other material shall be placed or permitted to remain within utility easements which may damage or interfere with the installation and maintenance of utilities or within drainage easements which may obstruct or retard the flow of water through the drainage channels within the easements.
- c) No structure, planting or other material shall be placed or permitted to remain within the side yard drainage and utility easement on ALL LOTS where the "RAINGARDENS" are located and serve as the drainage for the development.

Maintenance of said "RAINGARDENS" will be provided by Lumber One Development Company for the first three (3) years of the development. Maintenance of the "RAINGARDENS" for subsequent years will be the responsibility of the landowner and a "maintenance manual" will be provided to all landowners at the date of closing, provided by Lumber One Development Company.

- d) Stone Gate has incorporated a forty (40) foot buffer area around the following lots to protect the natural resources of this development: Lots 1-9, Block 1 and Lots 1-22, Block 2. **See Exhibit C, Natural Resource Management Plan** for prohibited uses of the wetlands and buffer area. No structure shall be permitted in the buffer area.
 - e) 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 St. Cloud 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 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 Stone Gate in which event it shall be placed where so designated by the 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 Stone Gate Neighborhood Association Committee, as to its location, material, style, height, and harmony with the landscaping design in the area. **No privacy fences will be allowed, only powder coated chain link fence or Baluster type vinyl or iron may be used.**
- LOTS 1-8, BLOCK 7, DESIGNED FOR TWINHOMES, NO FENCES WILL BE ALLOWED. A PRIVACY FENCE BETWEEN THE UNITS WILL BE PROVIDED WITH UNIT CONSTRUCTION.**
15. The premises shall be subject in the use thereof to the lawful zoning, subdivision, and other land use ordinances of the City of St. Cloud.

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 homesite 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 caused 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 one (1) vehicle, not 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 in 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 two (2) snowmobiles 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. The Stone Gate Neighborhood Association Committee 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. If any legal action is required by the Stone Gate Neighborhood Association Committee to enforce a homeowner to comply with these covenants, ALL such legal fees incurred by the Stone Gate Neighborhood Association Committee shall be paid by the landowner.
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.
21. All basement floor elevations and lot grading must conform to City of St. Cloud approved grading Plan. Prior to grading starting on any site, STRICT compliance with all erosion control measures, as shown on approved grading, drainage and erosion control plan and protection of the "RAINGARDENS AND DRAINAGE SWALES, shall be met.

EXHIBIT C

STONE GATE

NATURAL RESOURCE MANAGEMENT PLAN FOR STONE GATE AS RECOMMENDED BY THE EDT

SECTION 1. Legal Description

Preliminary plat of Stone Gate

SECTION 2. Wetland Protection Requirements

- a. A buffer of 40' shall be maintained around wetland areas D, H and I, as denoted on concept plan. The other smaller wetland areas shall not be required to have a buffer area.
- b. Wetland and buffer areas shall not be drained, or filled or any natural vegetative cover removed or altered. No mowing, placement of yard wastes, etc. shall be allowed in the delineated wetland and buffer area. The control of noxious weeds, as defined by the Minnesota law, is permitted via the best management practices of the City's Environmentally Sensitive Areas Ordinance. Plant species that are native to this wetland may be planted and maintained in the buffer area to enhance the wetland.
- c. No private motorized vehicles, ATV's etc. shall be allowed in the delineated wetlands and buffer areas.
- d. A monument shall be placed on each lot where the individual lot lines meet the buffer area or at that point where the buffer line changes direction on the lot or at a maximum distance of each 200', whichever is less. For the lots that are adjacent to a wetland without a buffer, a monument shall be placed on each lot where the individual lot lines meet the wetland area or at that point where the wetland line changes direction on the lot or at a maximum distance of each 200', whichever is less.
- e. Any fertilizer used for those lots adjacent to a delineated wetland shall be phosphorus free.
- f. Because there may be a small potential for tubercled rein-orchids to be present by the west and south portion of wetland D, a review of the west and south portion of wetland D by a qualified person or the DNR, to check for the presence of tubercled rein-orchids should be done in June or July of 2006.

SECTION 3. Oak Woodland/Brushland

Natural Area Site 103, (Oak Woodland/Brushland) as denoted on the concept plan shall have monuments placed at a maximum distance of 100' along the perimeter of the wooded area denoting restrictive use.

SECTION 4. Mitigation of Wetlands

Wetlands E and J and the narrow portion of Wetland D/G as denoted on the concept plan may be mitigated.

SECTION 5. Trail Locations

The location of the trails as denoted on the concept plan are acceptable to the EDT.

SECTION 6. Wildlife Protection Measures

Because there may be a small potential for Blanding's turtles to be on the property, the following measures should be undertaken by the developer, contractors, and owners to avoid or minimize impacts to Blanding's turtles and other wildlife populations:

- a. A flyer with an illustration of an adult Blanding's turtle should be given to all contractors working in the area. Homeowners should be informed of the potential presence of Blanding's turtles in the area.
- b. If a Blanding's turtle nests in your yard, do not disturb the nest, and do not allow pets near the nest.
- c. Silt fencing should be set up to keep turtles and other small wildlife out of construction areas. It is critical that silt fencing be removed after the area has been revegetated.

OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA

Document: A1498513

Certified, Filed, and/or Recorded on
June 23, 2017 2:46 PM

DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER



AMENDED

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
OF
STONE GATE
SINGLE FAMILY AND TOWNHOME

✓ WHEREAS, the Declaration of Protective Covenants and Restrictions of Stone Gate dated May 11, 2006, was filed May 25, 2006, Doc #1194923 in the office of the Stearns County Recorder (hereinafter called "**Declaration**"); and

WHEREAS, the Declaration provided that it could be amended when 51% of the addition has been developed, unless by majority of then owners of the land vote to change said covenants in whole or in part; and

WHEREAS, A vote was taken by the landowners and a majority of the landowners voted in favor of amending the covenants of Stone Gate Single Family and Townhome governing the property located in the County of Stearns, State of Minnesota; and

NOW THEREFORE, said Declaration is hereby amended as follows:

1. The following language shall be stricken from the Declaration as follows and will no longer be allowed:

Section 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 caused 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 one (1) vehicle, not 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 in 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 two (2) snowmobiles and trailer, or one (1) camper (provided the same is not used for residence purposes while on said homesite).~~

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6-23-17 4014

Appendix A

PROOF OF RECEIPT AND ACCEPTANCE

As the owner and/or future owner of any lot in Stone Gate, St. Cloud, by acknowledging receipt of said covenants, owner(s) shall be responsible for strict compliance of these covenants and requirements herein. The contractor and homeowner upon receipt of the covenants shall sign this receipt and return a copy to Lumber One, Avon Inc. within 30 days of ownership.

Contractor: _____ DATE

Homeowner: _____ DATE

**STONE GATE
EXECUTIVE HOME
DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS**

Known all men by these presents, that Lumber One Development Company, LLC, a Minnesota Limited Liability Company, being owner of all the following described premises situated in the County of Stearns, State of Minnesota, to-wit:

LOTS 19-26, BLOCK 2 and LOTS 8-13, BLOCK 3, STONE GATE, 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 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 within 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 violations.

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 force and effect.
4. No building or improvement shall be erected, placed or altered on any part, parcel, lot or plot within the boundaries of the premises above described, until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing by the **STONE GATE NEIGHBORHOOD ASSOCIATION COMMITTEE** 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. **All plans shall be sent to Lumber One, Avon Inc.; P.O. Box 7: Avon, Minnesota 56310.**

The STONE GATE NEIGHBORHOOD ASSOCIATION COMMITTEE be a committee composed of two (2) members, which committee shall be constituted for the term of five (5) years following the date of the original declaration of the following named persons: **Ted R. Schmid and Chad A. Carlson**, 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 term by election by a majority of the then property owners in the protected area, and such an election shall be held for each succeeding five (5) year 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 Stone Gate Neighborhood Association Committee.

5. 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 **ONE (1)** outbuilding. Such outbuildings shall match the house color and siding materials to conform with the existing structure. All outbuildings must be approved by the Stone Gate Neighborhood Association Committee prior to construction.

All outbuildings larger then 100 square feet will REQUIRE a building permit from the City of St. Cloud. All outbuildings are subject to the City of St. Cloud setbacks of 10 feet from the side yard lot line and 2 ½ feet from the rear lot line. No outbuilding or any other structure shall be place in the 40 foot buffer area as detailed on the Stone Gate plat.

6. Set back requirements for front, rear and sides are the same as the City of St. Cloud for both R-1 Zoning District:

R-1

- Front Yard: 25 feet
- Side Yard: 10 feet
- Rear Yard: The lesser of 35 feet
or 20% of the lot depth
- Corner Lot: 25 feet (Front Yard)
15 feet (Street Side Yard)

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 of 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, at a minimum, 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) No Bi-levels
 - b) Rambler- 2,000 minimum square feet on the main living area.
 - c) Trilevel/Multilevel: 3,000 minimum square feet of finished living area on the three living levels.
 - d) One and one half Story: 3,000 minimum square feet on the top two floors.
 - d) Two Story/Two and one half Story: 3,000 minimum square feet on the top two floors.
10. No residential structure shall be erected that does not provide for sodded yards and two (2) – two inch diameter trees per lot. **The sodding and planting of trees shall be the responsibility of the CONTRACTOR AND HOMEOWNER.**
11. No residential structure shall be erected that does not provide for, at a minimum, \$2,000 which shall go towards the improvement of the front elevation of the house over and above the standard siding application. Some examples of improvements may be one or more of the following items: brick, window grilles, shutters, high-pitched roofs, etc.
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 and 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, assigns, agents or servants are waived by purchasers of lots within the subdivision.

- b) No structure, planting or other material shall be placed or permitted to remain within utility easements which may damage or interfere with the installation and maintenance of utilities or within drainage easements which may obstruct or retard the flow of water through the drainage channels within the easements.
- c) No structure, planting or other material shall be placed or permitted to remain within the side yard drainage and utility easement on ALL LOTS where the "RAINGARDENS" are located and serve as the drainage for the development.

Maintenance of said "RAINGARDENS" will be provided by Lumber One Development Company for the first three (3) years of the development. Maintenance of the "RAINGARDENS" for subsequent years will be the responsibility of the landowner and a "maintenance manual" will be provided to all landowners at the date of closing, provided by Lumber One Development Company.

- d) Stone Gate has incorporated a forty (40) foot buffer area around the following lots to protect the natural resources of this development: Lots 1-9, Block 1 and Lots 1-22, Block 2. **See Exhibit C, Natural Resource Management Plan** for prohibited uses of the wetlands and buffer area. No structure shall be permitted in the buffer area.
 - e) 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 St. Cloud 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 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 Stone Gate in which event it shall be placed where so designated by the 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 Stone Gate Neighborhood Association Committee, as to its location, material, style, height, and harmony with the landscaping design in the area. **No privacy fences will be allowed, only powder coated chain link fence or Baluster type vinyl or iron may be used.**
15. The premises shall be subject in the use thereof to the lawful zoning, subdivision, and other land use ordinances of the City of St. Cloud.
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 homesite 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 caused 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 one (1) vehicle, not 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 in 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 two (2) snowmobiles 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. The Stone Gate Neighborhood Association Committee 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. If any legal action is required by the Stone Gate Neighborhood Association Committee to enforce a homeowner to comply with these covenants, ALL such legal fees incurred by the Stone Gate Neighborhood Association Committee shall be paid by the landowner.
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.
21. All basement floor elevations and lot grading must conform to City of St. Cloud approved grading Plan. Prior to grading starting on any site, STRICT compliance with all erosion control measures, as shown on approved grading, drainage and erosion control plan and protection of the "RAINGARDENS AND DRAINAGE SWALES, shall be met.

Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether no 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.

EXHIBIT C

STONE GATE

NATURAL RESOURCE MANAGEMENT PLAN FOR STONE GATE AS RECOMMENDED BY THE EDT

SECTION 1. Legal Description

Preliminary plat of Stone Gate

SECTION 2. Wetland Protection Requirements

- a. A buffer of 40' shall be maintained around wetland areas D, H and I, as denoted on concept plan. The other smaller wetland areas shall not be required to have a buffer area.
- b. Wetland and buffer areas shall not be drained, or filled or any natural vegetative cover removed or altered. No mowing, placement of yard wastes, etc. shall be allowed in the delineated wetland and buffer area. The control of noxious weeds, as defined by the Minnesota law, is permitted via the best management practices of the City's Environmentally Sensitive Areas Ordinance. Plant species that are native to this wetland may be planted and maintained in the buffer area to enhance the wetland.
- c. No private motorized vehicles, ATV's etc. shall be allowed in the delineated wetlands and buffer areas.
- d. A monument shall be placed on each lot where the individual lot lines meet the buffer area or at that point where the buffer line changes direction on the lot or at a maximum distance of each 200', whichever is less. For the lots that are adjacent to a wetland without a buffer, a monument shall be placed on each lot where the individual lot lines meet the wetland area or at that point where the wetland line changes direction on the lot or at a maximum distance of each 200', whichever is less.
- e. Any fertilizer used for those lots adjacent to a delineated wetland shall be phosphorus free.
- f. Because there may be a small potential for tubercled rein-orchids to be present by the west and south portion of wetland D, a review of the west and south portion of wetland D by a qualified person or the DNR, to check for the presence of tubercled rein-orchids should be done in June or July of 2006.

SECTION 3. Oak Woodland/Brushland

Natural Area Site 103, (Oak Woodland/Brushland) as denoted on the concept plan shall have monuments placed at a maximum distance of 100' along the perimeter of the wooded area denoting restrictive use.

SECTION 4. Mitigation of Wetlands

Wetlands E and J and the narrow portion of Wetland D/G as denoted on the concept plan may be mitigated.

SECTION 5. Trail Locations

The location of the trails as denoted on the concept plan are acceptable to the EDT.

SECTION 6. Wildlife Protection Measures

Because there may be a small potential for Blanding's turtles to be on the property, the following measures should be undertaken by the developer, contractors, and owners to avoid or minimize impacts to Blanding's turtles and other wildlife populations:

- a. A flyer with an illustration of an adult Blanding's turtle should be given to all contractors working in the area. Homeowners should be informed of the potential presence of Blanding's turtles in the area.
- b. If a Blanding's turtle nests in your yard, do not disturb the nest, and do not allow pets near the nest.
- c. Silt fencing should be set up to keep turtles and other small wildlife out of construction areas. It is critical that silt fencing be removed after the area has been revegetated.

OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA

Document: A1498511

Certified, Filed, and/or Recorded on

June 23, 2017 2:46 PM

DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER



1498511

AMENDED

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
OF
STONE GATE
EXECUTIVE HOME

6-23-17 4:01K
✓ WHEREAS, the Declaration of Protective Covenants and Restrictions of Stone Gate dated May 11, 2006, was filed May 25, 2006, Doc #1194921 in the office of the Stearns County Recorder (hereinafter called "Declaration"); and

WHEREAS, the Declaration provided that it could be amended when 51% of the addition has been developed, unless by majority of then owners of the land vote to change said covenants in whole or in part; and

WHEREAS, A vote was taken by the landowners and a majority of the landowners voted in favor of amending the covenants of Stone Gate Single Family and Townhome governing the property located in the County of Stearns, State of Minnesota; and


NOW THEREFORE, said Declaration is hereby amended as follows:

1. The following language shall be stricken from the Declaration as follows and will no longer be allowed:

Section 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 caused 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 one (1) vehicle, not 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 in 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 two (2) snowmobiles and trailer, or one (1) camper (provided the same is not used for residence purposes while on said homesite).~~

All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Stone Gate Neighborhood Association Committee has executed this Amendment to the Declaration this 16th day of June, 2017.



Ted R. Schmid,
Stone Gate Neighborhood Committee Association



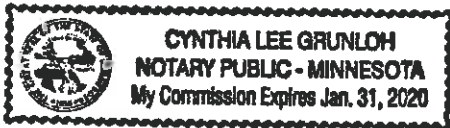
Chad A. Carlson
Stone Gate Neighborhood Committee Association


STATE OF MINNESOTA)

)ss.

COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 16th day of June, 2017, by Ted R. Schmid, Stone Gate Neighborhood Committee Association.





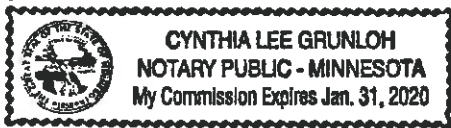
Notary Public

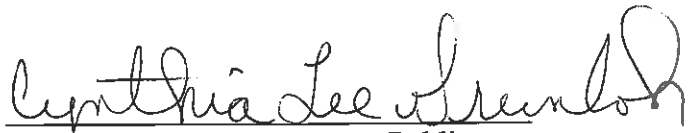
STATE OF MINNESOTA)

)ss.

COUNTY OF STEARNS)

The foregoing instrument was acknowledged before me this 16th day of June, 2017, by Chad A. Carlson, Stone Gate Neighborhood Committee Association.





Notary Public

Drafted By:

✓
Lumber One, Avon Inc.
P.O. Box 7
Avon, MN 56310

Appendix A

PROOF OF RECEIPT AND ACCEPTANCE

As the owner and/or future owner of any lot in Stone Gate, St. Cloud, by acknowledging receipt of said covenants, owner(s) shall be responsible for strict compliance of these covenants and requirements herein. The contractor and homeowner upon receipt of the covenants shall sign this receipt and return a copy to Lumber One, Avon Inc. within 30 days of ownership.

Contractor: _____ DATE

Homeowner: _____ DATE