

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**for part of EAGLE RIDGE FIRST ADDITION, BLUE EARTH COUNTY, MINNESOTA**

THIS DECLARATION, made this 9<sup>TH</sup> day of MARCH, 2004, by Progress Land Company, Inc., hereinafter referred to as "Declarant":

WHEREAS, Progress Land Company, Inc., is the fee owner of the below described lots in Eagle Ridge First Addition; according to the plat thereof on file and of record in the office of the County Recorder in and for Blue Earth County, Minnesota, all of which lots are hereinafter collectively referred to as "the Property".

WHEREAS, the purpose of the Declaration is to establish certain minimum standards for the development of a high-grade single family residential neighborhood with the Property, and to insure proper use and appropriate development and improvement of each residential site therein contained so as to:

1. Protect all owners of land in the Property against such improper use of property that will depreciate the value of their property;
2. Encourage the erection of attractive improvements appropriately located to promote harmonious appearance and function; and
3. Provide for a development that will promote the general welfare of the neighborhood.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, conditions and easements which are of the Property, and which shall run with the Property and be binding on all parties that have a right, title, or interest in the Property or a part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**SECTION 1. ORDINANCES.** In addition the provisions of the Declaration, the ordinances of the City of Eagle Lake, Minnesota (hereinafter "City"), in effect as of the date of this Declaration shall be binding hereafter.

**SECTION 2. DEFINITIONS.** "Lots" shall mean any lots in the Property.

**SECTION 3. LAND USE AND BUILDING TYPE.** No structure shall be erected, altered, placed, or permitted to remain on any platted single family residential Lot other than an attached single family dwelling not to exceed two and one-half stories in height and private garage of not more than 3 cars,

except as specifically approved by the Architectural Control Committee. The ground floor area of any dwelling erected or placed on any Lot, exclusive of open porches and garages, shall be not less than the areas indicated below unless previously approved by the Architectural Control Committee after a determination based upon unusual exterior design considerations. Builders may maintain temporary construction structures during construction and may use completed dwellings for model and sales purposes. Any new structures or changes to the exterior or existing structures must have prior approval from the Architectural Control Committee before construction may commence.

LEGAL DESCRIPTION	Rambler or Split Entry	Two Story
A Lots		
Lot(s) 18- 31 Block 2		
Lot(s) 1 Block 4	1250 SF	1000 SF
B Lots		
Lot(s) 1 - 10 Block 1 — (Torrrens - Lots 1, 2, & 3B)		
Lot(s) 1 - 17 Block 2 (Torrrens - lots 1-10, 11B)	1100 SF	900 SF

**SECTION 4. ARCHITECTURAL CONTROL.** No structure shall be erected, placed, or altered on any Lot until the construction plans and specifications showing among other details, detail of design, finished appearance, including color selections, elevations, site materials, and a plan showing the location on the Lot of all structures, walkways and driveways, have been approved by the Architectural Control Committee as to the type of materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Approval shall be as provided in Section 18. No application to the City for variance from the City Zoning Ordinances as to any Lot shall be filed without the prior approval of the Architectural Control Committee. Additionally, the portion of each structure which faces the public road or street must have an exterior totally of brick/stone or a combination brick/stone and maintenance free siding.

**SECTION 5. STRUCTURE LOCATION**

- A. No structure shall be located on any Lot nearer to the front Lot line or nearer to the side Lot line than the minimum building setback lines permitted by applicable ordinances of the City in effect on the date hereof. Any application for a variance therefrom must be approved by the Architectural Control Committee prior to representation to the City.
- B. For the purposes of Section 5, eaves, steps, and open porches shall not be considered as a part of building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

**SECTION 6. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, except that a bituminous or concrete driveway or walk which does not impede surface water runoff and drainage may be installed and maintained across the easement subject to disturbance of installation and maintenance of utilities.

**SECTION 7. BUSINESS ACTIVITIES.** No business may be continuously conducted or operated in or from a Lot which causes inconvenience, traffic or parking congestion or annoyance to the neighborhood.

**SECTION 8. NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.

**SECTION 9. TEMPORARY STRUCTURES.** No structure of a temporary character, recreational vehicles, trailer, basement, tent, shack, garage, bard or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, expect that each residence may have a garden or yard storage shed not to exceed 100 square feet, provided that its exterior is of the same material and color as the dwelling.

**SECTION 10. STORAGE OF VEHICLES, ETC.** All commercial vehicles, recreational vehicles, trailers, boats, snowmobiles, and wheeled or tracked vehicles, or commercial equipment of any kind (not including any equipment used in construction or repair of the Property) shall be stored within a garage or enclosure on a Lot, and shall be not visible from outside the Lot.

**SECTION 11. SIGNS.** No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising a Lot for sale or rent, or signs used by the Developer or builder to advertise the Property during the construction and sales period and approved by the Architectural Control Committee prior to erection.

**SECTION 12. LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

**SECTION 13. GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment intended for the storage or disposal of such material shall be kept in a clean and sanitary container and shall be kept in a clean and sanitary condition and shall be placed or screened on each Lot in such a manner as not to be visible from outside such Lot.

**SECTION 14. SOIL, GRADING.** No soil, sand, gravel, sod or timber shall be sold or removed from a Lot except for the purpose of excavating for the construction or alteration of a dwelling or permitted appurtenance thereto, or for the proper grading of the Lot. All surplus soil, sand, gravel, sod or timber must be removed from the Property at the Lot owner's expense unless requested as fill for another Lot by the owner thereof.

**SECTION 15. LANDSCAPING.** The Lot owner shall, at his sole expense, within ninety (90) days, weather permitting, from the date of the final lot grade, improve his Lot as follow:

A. Sod and maintain the front, side and back yard of his Lot, including right of way to street (boulevard), or otherwise properly landscape, as specifically approved by the Architectural Control Committee. Install a minimum 2' landscape bed with shrubs abutting the front façade of house. Install a minimum of One (1) boulevard tree per lot.

B. Pave and maintain driveway from garage to street.

**SECTION 16. CONSTRUCTION DEBRIS.** Each Lot shall be kept reasonably free of construction debris and excess materials shall be located in the rear yards only.

**SECTION 17. WALLS AND FENCES.** No walls or fences shall be erected which are more than 6 feet above grade at any point. All fencing shall be located in the rear yards only.

**SECTION 18. ARCHITECTURAL CONTROL COMMITTEE.**

A. There shall be an Architectural Control Committee of three (3) members elected by recorded contract purchaser of the Lots. The initial committee shall be comprised of members designated in writing by Progress Land Company, Inc. The initial committee shall serve until 100% of the Lots in the Property have been conveyed by warranty deed to second parties. Subsequent to conveyance of 100% of the Lots by warranty deed to second parties a majority of the then record owners of the Lots shall have the power to change the membership of the committee, or through a duly recorded instrument, change the powers or duties of the committee. The committee may designate in writing a representative to act for it. Decisions of the committee shall be majority vote of the members thereof. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B. The committee's approval or disapproval as required in the Declaration shall be in writing. If the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or if no plans to enforce the Declaration has been commenced within one year of the completion of construction thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. All construction must conform strictly to the plans and specifications as so approved, or as amended with the approval of the committee.

**SECTION 19. DILIGENT COMPLETION.** All construction of structures and other improvements of Lots shall be commenced promptly after approval by the Architectural Control Committee and prosecuted diligently to completion, in all events within twelve (12) months of such approval.

**SECTION 20. TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of a majority of the Lots has been recorded, agreeing to change said covenants in whole or in part.

**SECTION 21. ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant of this Declaration either to restrain violations or to recover damages and may be brought by any owner who is being harmed by such activities. If a plaintiff enforcing the terms of this Declaration obtains a favorable judgment in such proceedings, the defendant shall pay and indemnify plaintiff against any and all attorney's fees and expenses incurred by plaintiff in exercising its rights and remedies hereunder.

**SECTION 22. SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall not, in any manner whatsoever, affect any of the other provisions, which shall remain in full force and effect.

**SECTION 23. FAILURE TO ENFORCE.** No provisions contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce the same.

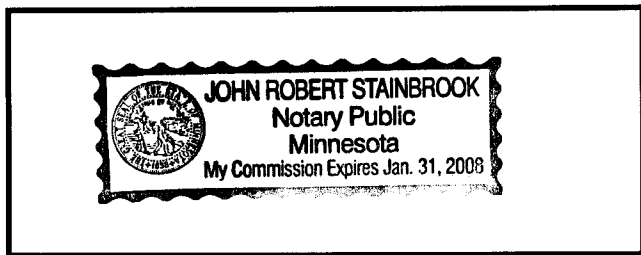
**SECTION 24. ADDRESS BLOCK & MAIL BOXES.** All homeowners will install uniform address blocks on or about the garage façade or in another location approved by the Architectural Control Committee and each homeowner shall install the uniform mail box, as approved by the Architectural Control Committee. These installation are the sole responsibility of the homeowner/builder and all cost associated with said address block and mail box and their installation is strictly the homeowner/builder.

IN WITNESS WHEREOF, the undersigned Declarant has caused this Declaration to be executed this 9<sup>th</sup> day of MARCH, 2004.

Progress Land Company, Inc.

By: [Signature]  
Its: PRESIDENT

STATE OF MINNESOTA  
COUNTY OF Dakota The foregoing instrument was acknowledged before me this 9<sup>th</sup>  
day of March, 2004, by Warren J. Israelson, President of  
Progress Land Company, Inc., a Minnesota corporation, on behalf of said corporation.



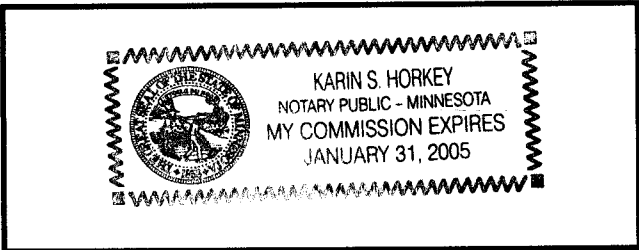
[Signature]  
Notary Public, Dakota County, Minnesota  
My Commission Expires Jan 31, 2008

STATE OF MINNESOTA

COUNTY OF Dakota The foregoing instrument was acknowledged before me this 9th day of March, 2004, by Keith E. Horkey, Vice President of Keyland Homes, a partnership under the laws of Minnesota, on behalf of said partnership.

KEYLAND HOMES aka Key-Land Homes

By: [Signature]  
Its: Vice Pres.



[Signature]  
Notary Public, Dakota County, Minnesota  
My Commission Expires January 31, 2005

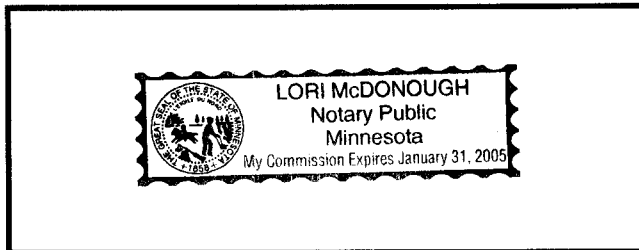
IN WITNESS WHEREOF, the undersigned Mortgagee of certain Lots within the Property has consented to the filing and recording of this Declaration as of this 10th day of March, 2004.

BUILDERS MORTGAGE COMPANY, LLC

By: [Signature]  
Its: CHIEF FINANCIAL OFFICER

STATE OF MINNESOTA

COUNTY OF Dakota The foregoing instrument was acknowledged before me this 10th day of March, 2004, by Kenneth J. Atme, Chief Financial Officer of BUILDERS MORTGAGE COMPANY, LLC, on behalf of said corporation



[Signature]  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

THIS INSTRUMENT WAS DRAFTED BY:  
Progress Land Company, Inc.  
6001 Egan Drive, Suite 100  
Savage, MN 55378