

DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS
FOR HIDDEN VALLEY 4TH ADDITION,
COTTAGE GROVE, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS, That Secure Properties Inc., a corporation under the laws of the State of Minnesota, does hereby declare and establish and impose upon the premises situated in the County of Washington, State of Minnesota, and described as set forth in Exhibit A, that the following protective Covenants, Restrictions, and Reservations which are for the benefit of the aforescribed premises and every residential lot therein, and shall inure to and operate as equitable Covenants, Restrictions, and Reservations passing with the conveyance of every lot, and are imposed upon said premises as a servitude in favor of said premises and each lot therein:

Permitted Uses. All lots shall be used only for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than one attached single-family dwelling not to exceed two and one-half stories in height and an attached private garage containing not less than two stalls. No garage or other outbuilding shall be constructed on any lot prior to construction of a single-family dwelling. The plans and specifications for the construction of a single-family residence on any lot shall be submitted to the Architectural Control Committee for its written approval. No construction shall begin prior to the written approval being obtained.

Dwelling Sizes. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of open porches and garages, which has less than 1200 square feet for a one-story dwelling, or which has less than 800 square feet for a two-story dwelling, or which has less than 1,000 square feet for a split-entry dwelling (only the upper level of the split entry dwelling shall be counted in defining square footage). The total floor area for a split-level shall be such that it is in keeping with the foregoing requirements for other types of dwellings. A one-story residence having a basement that opens out on the ground level at the side or rear shall be considered as being a one-story dwelling for purposes of the paragraph.

Building, Fence, Structures, Additions. No building, fence or structure of any kind shall be placed or altered on lot until the construction plans and specifications and a plan showing the location of the structure and landscaping have been approved by the Architectural Control Committee as to quality of workmanship, harmony of external design.

Architectural Control. The Architectural Control Committee hereinafter referred to as ACC, shall be composed of three members chosen the Declarant. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Pets and Livestock. Dog runs or similar animal cages are permitted only when adequately screened from view. No animals, livestock, or poultry shall be raised on any lot, except domesticated animals, so long as they are not kept or bred for commercial purposes.

Garbage and Rubbish. No lot may be used as a dumping ground for rubbish or trash and all trash or rubbish shall be kept in sanitary containers.

In-home Business. No business can be established in family residences that cause traffic congestion, car parking congestion or similar nuisances.

Signs. No signs may be displayed to public view on any lot except signs not more than seven (7) feet square advertising the property for sale or rent, or any signs placed by the Declarant to advertise the property during the sale of lots. Entrance Monuments are exempt from this section.

Storage of Vehicles and Equipment. No commercial vehicles, recreational vehicles, trucks of one (1) ton capacity or larger, campers, buses converted to campers or other light vehicles shall be parked, stored or left on any lot for more than five (5) consecutive hours in one day, except within the house, garage or screened area. This prohibition shall not prohibit the parking of contractors' trucks and equipment used during the construction of improvements to any lot or during the actual repair of the property. No motor vehicle which is not licensed and operable shall be parked or stored on any lot for more than forty-eight (48) hours. No snowmobiles, boats, trailers, construction equipment, building materials or supplies, ice houses, pick-up campers or other extraneous and unsightly objects shall be stored on any lot except that of construction equipment and building materials and supplies may be stored in a neat and orderly manner during the actual construction of improvements upon a lot.

Television Receiving Dishes, Private Broadcast/Reception Equipment, Tanks. There may be no exterior installation of television satellite receiving equipment, HBO, or similar equipment, citizen band or amateur radio antennas, exterior public broadcast television antennas or exterior public broadcast television antennas can be installed only with ACC approval. No tanks for the storage of fuel shall be maintained on any lot.

Tree Removal. Live tree removal is not permitted except when done in completing landscaping that has been approved by the ACC.

Maintenance of Center Island. It is the responsibility of the owners of the center islands to maintain, repair, update and keep in good appearance the center islands in which they have an ownership interest.

Disposal. It is the sole obligation of the Lot Owner and House Contractor to maintain his/her lot in a neat and orderly condition at all times throughout the term of construction. The House Contractor shall provide a dumpster of adequate size for disposal of all construction debris. Construction materials shall be stored neatly on the site at all times.

Setbacks. Setbacks from streets, right-of-way, side and back lot lines shall adhere to existing ordinances and zoning requirements of the City of Cottage Grove which may vary from lot to lot within this Addition.

Term. These Covenants, Restrictions and Reservations shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants, Restrictions and Reservations are recorded, after which time said Covenants, Restrictions and Reservations automatically shall be extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots of said premises has been recorded agreeing to change said Covenants, Restrictions and Reservations in whole or in part. These Covenants, Restrictions and Reservations may be amended from time to time by the owners of a majority of the lots; subject, however, to the right of Architectural Control Committee to veto any changes in these Covenants, Restrictions and Reservations until all lots in premises are sold and recorded.

Enforcement. If there shall be a violation or an attempt to violate any of these Covenants or Restrictions, it shall be lawful for any other person or persons owning any real estate situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant or Restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Severability. Invalidation of any of these Covenants or Restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said Corporation has caused these presents to be executed in its corporate name by its President and its Vice President, on this 21st day of June, 1993.

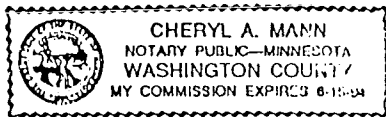
SECURE PROPERTIES, INC.

By Martin R. Rygh
Its President

By Mike J. Rygh
Its Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 21st day of June, 1993, by MARLIN R. RYGH, President, and MIKE J. RYGH, Vice President, of SECURE PROPERTIES, INC., a Minnesota corporation, on behalf of said corporation.



Cheryl A. Mann
Notary Public

DRAFTED BY:

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