

DECLARATION OF PROTECTIVE COVENANTS

This Declaration made this 11th day of October, 1956, by Ralph J. Oace and Ann-Mari Oace, husband and wife, herein referred to as "Declarants":

IT IS WISSETH, That Declarants, Ralph J. Oace and Ann-Mari Oace, husband and wife, are the fee owners of Lots 1 to 13, inclusive, and Lots 15 to 31, inclusive, in OACE ACRES SECOND ADDITION in the County of Washington, State of Minnesota, and Declarants hereby impose upon and subject said Lots, for the benefit of said Lots only and the present and future owners thereof, to the following conditions, restrictions, reservations and covenants which shall operate as restrictions passing with the conveyance of every Lot and shall apply to and bind every successor in interest:

1. No Lot shall be used except for residential purposes and each dwelling shall be a detached single-family dwelling. No dwelling shall be erected or placed on any plot which has an area of less than 35,000 square feet. Structures placed on any one Lot or plot must be in harmony with the dwelling in respect to workmanship, materials and external design. A dwelling can not be occupied until its exterior is complete and construction debris is removed. Trees shall be removed only to the extent essential to construction of buildings and driveways.

2. No dwelling shall be permitted on any Lot or plot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date of these covenants, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date of these covenants at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 920 square feet.

3. No building shall be erected, placed, or altered on any Lot or plot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Where the covenants do not clearly cover a special case, the committee may be permitted a liberal interpretation.

4. There shall be an Architectural Control Committee composed of:

Paul H. Olson, Lake Olson Road, Route #6, St. Paul 9, Minn.
Jonathan L. Cohn, Route #6, St. Paul 9, Minn.
Ralph J. Oace, Route #6, St. Paul 9, Minn.

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. Either the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the Lots or plots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

5. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related

covenants shall be deemed to have been fully complied with.

6. No noxious or offensive activity shall be carried on upon any Lot or plot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any outbuilding shall be used at any time as a residence, either temporarily or permanently.

8. No sign of any kind shall be displayed to the public view on any Lot or plot, except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. No mining operations of any kind shall be permitted upon any Lot or plot nor shall any sand or gravel be removed from any Lot or plot except to the extent necessary to erect any authorized building on the Lot or plot.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or plot for any commercial purpose.

11. No Lot or plot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All garbage or other waste shall be kept in sanitary containers while awaiting disposal and all incinerators or other equipment for the disposal of such material shall be kept in a clean and sanitary condition.

12. Until all Lots or plots are served with public water supply, wells for private water supply shall be so constructed and located upon the Lots or plots as to meet with the written approval of the proper health authorities, and until sanitary sewer mains are extended to the Lots or plots, sewage disposal shall be by means of private septic tanks so constructed and so located on the Lots or plots as to meet with the approval of the proper health authorities. The written approval of the proper health authorities shall contemplate the location of private wells and septic tanks in relation to each other on individual Lots or plots and shall be based on the complete development of the Lots or plots with this type of water supply and sewage disposal.

13. No building shall be placed nor shall any material or refuse be placed or stored on any lake lot, which are said Lots 15 to 23, inclusive, or any plot of said Lots 15 to 23, inclusive, within 30 feet of the edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. One dock shall be permitted per lake lot.

14. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until June 1, 1985 when they shall cease and terminate.

15. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, The Declarants have hereunto set their hands the day and year first above written.

In Presence of

Frank J. Hau
Johanna Hau

Ralph J. Oace
Ralph J. Oace
Ann-Mari Oace
Ann-Mari Oace