

## DECLARATION OF RESTRICTIONS

\_\_\_\_\_, 2012

THIS DECLARATION OF RESTRICTIONS (“Declaration”) is executed by The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota (the “HRA”).

### RECITALS

**WHEREAS**, the HRA is the owner of the real estate legally described on the attached Exhibit A (the “Subject Property”);

**WHEREAS**, the HRA intends to sell portions of the Subject Property to third parties for development in the manner consistent with the zoning and subdivision ordinances of the City of Ramsey, Minnesota; and

**WHEREAS**, the HRA believes the restrictions set forth in this Declaration will protect and preserve the value, quality and character of the Subject Property and any Additional Real Estate (defined below) that is subsequently subjected to the terms of this Declaration pursuant to the provisions of Section 2 below;

**NOW, THEREFORE**, the HRA hereby declares as follows:

### DECLARATIONS

1. **Declaration of Restriction.** The HRA hereby declares that no portion of the Subject Property may be developed or used as or for any of the following uses: (a) a bar or tavern, except in connection with a primary use as a restaurant; (b) an outdoor amusement park or center (excluding a public community center); (c) a carnival (excluding annual or special events sponsored or run by the City); (d) a disco or other dance hall (excluding a restaurant or bar restaurant with incidental dancing); (e) a funeral parlor/home; (f) a flea market; (g) a massage parlor other than medical facilities and facilities offering spa and massage services and related items and services that is similar in operation to a “Massage Envy;” (h) a warehouse or processing or rendering plant; (i) a manufacturing or industrial facility; (j) an establishment selling new or used cars, trailer or mobile homes; (k) the sale or display of pornographic or “adult” materials including but not limited to adult risqué or gag items; (l) pornographic or “adult” live entertainment; or (m) a store selling medicinal marijuana (whether consisting of live plants, seeds, or processed or harvested portions of the marijuana plant) or drug paraphernalia.

2. **Amendment.** The Declaration may not be amended unless the fee owners of all of the lots, outlots, CIC units or other “legal parcels,” as defined below, which, from time to time, make up the Subject Property (each a “Parcel”) join in the execution of the amendment; provided, however,

(a) this Declaration may be amended to subject “Additional Real Estate,” as defined in Section 3, to the terms of this Declaration pursuant to the provisions of Section 3; and

(b) Section 1 of this Declaration may be amended and may only be amended if the fee owners of 67% of the Parcels join in the execution of the amendment; provided, however, (i) so long as the HRA owns any Parcel, this Declaration may not be amended without the written consent of the HRA; and (ii) this Declaration may not be amended to restrict additional types of development or use without the written consent of any and all Parcel owners who are, at the time the amendment is executed and recorded, developing or using their Parcel for a use the amendment will restrict unless the amendment expressly provides that new restriction set forth in the amendment will not apply to those Parcel owners' Parcels.

This Declaration may be amended without the consent of the owners or holders of mortgages or other liens on or leasehold interests in all or any portion of the Subject Property, and any amendment that is adopted in conformance with the requirements of this Section 2 is binding upon all such mortgagees, lienholders and tenants. For purposes of this Declaration, the term "legal parcel" means a portion of a platted lot, platted outlot, or CIC unit that is described using a metes and bounds description if, and only if, a conveyance of the property using the metes and bounds description may be recorded in the Anoka County land records without violating the requirements of Minnesota Statute Section 462.358 Subd. 4b or any successor statute.

3. **Additional Real Estate.** Any property that is within the boundaries of the plat of RAMSEY TOWN CENTER, Anoka County, Minnesota (including property that has been or is hereafter re-platted), but which is not described on Exhibit A, is "Additional Real Estate." Any existing or future lot, outlot, CIC unit or other legal parcel that is a part of the Additional Real Estate may be subjected to this Declaration upon the execution and recording of a supplement to this Declaration executed by the HRA; the owner of the lot, outlot, CIC unit or other legal parcel being subjected to this Declaration; and the holder of any mortgage or other lien on or leasehold interest in the lot, outlot, CIC unit or other legal parcel being subjected to this Declaration. Neither the consent of other Parcel owners nor the consent of any mortgagee, other lien holder or tenant holding an interest in the Subject Property is required. From and after the recording of a supplemental declaration subjecting Additional Real Estate to the terms of this Declaration, the term "Subject Property," as used herein, shall include the portion of the Additional Real Estate that is the subject of the supplemental declaration.

4. **Run With Title.** The restrictions set forth in this Declaration run with title to the Subject Property and inure to the benefit of and are binding upon all owners of the Subject Property, their heirs, personal representatives, successors in title and tenants.

5. **Enforcement.** Any owner of any portion of the Subject Property may enforce the terms of this Declaration; provided, however, enforcement of this Declaration is limited to an action to temporarily or permanently restrain or enjoin a breach of the restrictions set forth in Section 1, and owners of the Subject Property may not seek to recover monetary damages for a breach of the restrictions set forth in Section 1. Notwithstanding the foregoing, in any action to enforce this Declaration, the prevailing party may recover from the opposing party the prevailing party's attorney's fees and costs.

6. **Counterparts.** This Declaration may be executed in multiple counterparts, each of which will be deemed an original and all of which shall constitute one agreement. Signatures

to any counterpart shall be deemed to be signatures to, and may be appended or attached to, any other counterpart.

7. **Headings.** The headings of Sections in this Declaration are for convenience only. They form no part of this Declaration and shall not affect its interpretation. All schedules, exhibits, addenda or attachments referred to are incorporated and made a part of this Declaration.

8. **Integration.** This Declaration sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.

9. **Governing Law.** This Declaration shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the HRA has executed this Declaration effective as of the date and year first above written.

**DECLARANT:**

THE HOUSING AND REDEVELOPMENT  
AUTHORITY IN AND FOR THE CITY OF  
RAMSEY, MINNESOTA, a public body  
politic and corporate under the laws of the state  
of Minnesota

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Executive Director

STATE OF MINNESOTA            )  
  ) ss.  
COUNTY OF RAMSEY            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2012, by \_\_\_\_\_ and \_\_\_\_\_, the chair and executive director of the Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the state of Minnesota, on behalf of said public body.

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Signature of Notary Public

**DRAFTED BY AND WHEN  
RECORDED RETURN TO:**  
Briggs and Morgan, P.A. (CJC)  
2200 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402  
(612) 977-8400

## EXHIBIT A

### Legal Description of the Subject Property

Outlots V, CC, DD and HH, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

And

Outlot GG, RAMSEY TOWN CENTER ADDITION, Anoka County; Minnesota, except that part described as follows: Beginning at the northwest corner of said Outlot GG; thence on an assumed bearing of South, along the westerly line of said Outlot GG for 567.55 feet to a point of curvature in said westerly line; thence southerly for 36.04 feet along said westerly line along a tangential curve concave to the west, radius 540 feet and a central angle 03 degrees 49 minutes 27 seconds to a point of tangency in said westerly line; thence South 03 degrees 49 minutes 27 seconds West along said westerly line for 87.95 feet to the most southerly corner in said westerly line; thence South 66 degrees 10 minutes 33 seconds East along the southwesterly line of said Outlot GG for 659.59 feet; thence on a bearing of North for 957.75 feet to the northerly line of said Outlot GG; thence on a bearing of West along said northerly line for 596.32 feet to the point of beginning;

And

Outlot A, RAMSEY TOWN CENTER 11<sup>th</sup> ADDITION, and Lot 1, Block 1, RAMSEY TOWN CENTER 11<sup>th</sup> ADDITION, Anoka County; Minnesota, except that part which lies southerly of the following described line: Commencing at the southeasterly corner of Lot 1; thence on an assumed bearing of North along the easterly line of said Lot 1 for 186.92 feet to the actual point of beginning of the line to be described; thence on a bearing of West for 692.28 feet to the westerly line of Lot 1 and there terminating;

And

Outlot B, RAMSEY TOWN CENTER 11<sup>th</sup> ADDITION Anoka County; Minnesota;

And

All that part of Outlot B, RAMSEY TOWN CENTER 2<sup>nd</sup> ADDITION, Anoka County; Minnesota which lies easterly of the easterly line of Block 1, RAMSEY TOWN CENTER 7<sup>th</sup> ADDITION, and its southerly extension;

And

All that part of Outlot B, RAMSEY TOWN CENTER 2<sup>nd</sup> ADDITION Anoka County; Minnesota, lying southerly of the following described line: Commencing at the Northeast corner of Block 1, Ramsey Town Center 7<sup>th</sup> Addition; thence South, along the East line of said Block 1, a distance of 247.47 feet to the Point of Beginning of said line; thence West, along the South line of Block 1, Ramsey Town Center 7<sup>th</sup> Addition, a distance of 616.21 feet to the Westerly line of Outlot B, RAMSEY TOWN CENTER 2<sup>nd</sup> ADDITION, and said line there terminating.

And

Outlots A, C, D, and F, RAMSEY TOWN CENTER 8<sup>th</sup> ADDITION Anoka County; Minnesota;

And

Outlots F, G, H, J, K, N, O, P, Q and R, RAMSEY TOWN CENTER ADDITION Anoka County; Minnesota;

And

Tracts A, C, D and E, REGISTERED LAND SURVEY NO. 241 Anoka County; Minnesota;

And

Outlot M, RAMSEY TOWN CENTER ADDITION, except that part platted as RAMSEY TOWN CENTER 5<sup>th</sup> ADDITION Anoka County; Minnesota;

And

Outlot A, RAMSEY TOWN CENTER 10<sup>th</sup> ADDITION Anoka County; Minnesota;

And

Outlots A and B, RAMSEY TOWN CENTER 7<sup>th</sup> ADDITION Anoka County; Minnesota.

**[The HRA will add Lot 2, Block 1 and Outlot A, RAMSEY TOWN CENTER 5<sup>th</sup> ADDITION, Anoka County; Minnesota to the description of the Subject Property if the HRA can persuade the two parties who have pending purchase agreements with the HRA for the purchase of this property to accept title subject to this Declaration];**