



**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR AEC ENERGY PARK**

This Declaration is made as of October 16, 1995 by Anoka Electric Cooperative, a Minnesota cooperative corporation (the "Declarant").

**WHEREAS**, Declarant is the owner of real property in the City of Ramsey, Anoka County, Minnesota, legally described on Exhibit A attached to this Declaration, and Declarant desires to submit said real property and all improvements on it (collectively called the "property") to the provisions of this Declaration; and

**WHEREAS**, Declarant desires to declare and establish covenants, conditions and restrictions which will benefit and burden the property for the purpose of facilitating development of the property and for the purpose of protecting and preserving the value and desirability of the property.

**THEREFORE**, Declarant declares that the property and any additional property added by the provisions of this Declaration shall be owned, used, occupied and conveyed subject to the covenants, conditions and restrictions set forth in this Declaration, all of which shall be binding on all Persons owning or acquiring any right, title or interest in the property and their heirs, personal representatives, successors and assigns.

**SECTION 1  
DEFINITIONS**

1.1 "Architectural Review Board" shall mean the board established pursuant to Section 3 of this Declaration.

1.2 "Declarant" shall mean Anoka Electric Cooperative.

1.3 "Improvements" shall mean all structures and other construction on a lot or parcel for a use permitted by the zoning ordinances of the City of Ramsey, including, but not limited to, buildings, outbuildings, parking areas, loading areas, outside platforms and docks, driveways, walkways, fences, lawns, landscaping, signs, retaining walls, screening walls, decks, railroad tracks, poles, berms and swales, and exterior lighting.

1.4 "Lot" shall mean a portion of the property identified as a lot on a subdivision plat prepared in accordance with Minnesota Statutes, Chapter 505, and filed for record in the office of the Anoka County Recorder or Anoka County Registrar of Titles.

1.5 "Occupant" shall mean any Person, other than an owner, in possession of a lot or parcel.

1.6 "Owner" shall mean the record owner of a lot or parcel, whether one or more persons, but excluding contract for deed vendors, mortgagees and other secured parties. The term "Owner" includes, without limitation, contract for deed vendees and holder of a life estate.

1.7 "Parcel" shall mean a tract of land separately described and identified as a "Parcel" on Exhibit A or in a Supplemental Declaration of Covenants, Conditions and Restrictions permitted by Section 4 of this Agreement. The covenants, conditions and restrictions in this Declaration which apply to each lot shall also apply to each parcel.

1.8 "Person" shall mean a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.

1.9 "Property" shall mean all of the real property submitted to the provisions of this Declaration, including all improvements located on the real property now or in the future. The property as of the date of this Declaration is legally described on Exhibit A.

1.10 "Street" shall mean a portion of the property dedicated to the public and shown as a street on a subdivision plat prepared in accordance with Minnesota Statutes Chapter 505 and filed for record in the office of the Anoka County Recorder or Anoka County Registrar of Titles.

## **SECTION 2 STANDARDS FOR CONSTRUCTION AND MAINTENANCE**

2.1 **Minimum Standards.** Subject to the last sentence of this Section 2.1, the minimum standards for the construction, alteration and maintenance of improvements on the property shall be those set forth by the City of Ramsey and any other governmental agency which may have jurisdiction over the property. All improvements on the property shall conform to the then existing building codes in effect for the City of Ramsey and shall be in compliance with all laws, rules and regulations of any governmental body that may be applicable, including, without limitation, environmental laws and regulations. Where the following restrictive covenants are more stringent than the zoning ordinances, or other laws and regulations of the City of Ramsey or any other applicable government agency, the restrictive covenants contained in this Declaration shall govern and become the minimum standards by which the improvements and maintenance of them shall be controlled.

2.2 **Use.** No lot may be used for the following purposes: auto salvage yard; used material yard; exposed open sales or storage; any use that would create an excessive amount of sewage or runoff, or quality of sewage or runoff that would cause a disposal problem; unscreened outdoor storage of material; the manufacture, storage or sale of explosives or similar dangerous products; the storage or deposit of hazardous materials or contaminants; foundries; metal processing; livestock slaughtering; or trucking terminals or facilities.

2.3 **Building Quality and Materials.** Each building located on a lot shall be built in a good and work-like manner with high quality, first-class building materials. The design and location of buildings constructed on a lot shall be attractive and shall compliment existing structures and the surrounding natural features and topography with respect to height, design, finish, color, size and location.

Load bearing structural components shall be steel or structural concrete; provided that materials of greater strength may be used if expressly allowed by the Architectural Review Board.

Architecturally and aesthetically suitable building materials shall be applied to, or used on, all sides of all buildings which are visible from streets or from the front of abutting lots. Exterior walls of iron, steel, aluminum, other metal, asbestos, or wood will be permitted only with the specific written approval of the Architectural Review Board. Exterior walls of masonry, concrete, and glass are encouraged. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings.

All exterior wall finishes on any building shall be any one or a combination of the following:

- a. face brick;
- b. natural stone;
- c. specially designed precast concrete units, if the surfaces have been integrally treated with an applied decorative material or texture and approved by the Architectural Review Board;
- d. decorative concrete block, if used with brick, stone, or glass and approved by the Architectural Review Board;
- e. architectural metal accent panels, generally with a value greater than precast concrete units, and as specifically approved by the Architectural Review Board;
- f. other materials as approved by the Architectural Review Board and in conformance with existing design and character of the property.

2.4 Maintenance. Each owner and Occupant of a lot or parcel shall fully and properly maintain and repair the exterior of any structure located on such lot in such a manner as to enhance the overall appearance of the property. The exteriors of all buildings and the parking, driving and loading areas shall be kept and maintained in a good state of repair at all times and be adequately painted or sealed or otherwise finished in accordance with the guidelines established by the Architectural Review Board.

All lots and parcels shall be kept free of debris of any kind and all landscaping must be kept in good repair. All landscaped areas shall be graded to provide proper site drainage. Landscaped areas shall be maintained in a neat condition, lawns mowed and adequately watered in summer, hedges trimmed, and leaves raked. All dead or infected trees, shrubs, hedges, plants, and other natural growth shall be promptly moved and replaced with healthy substitutes of reasonable height and size.

2.5 Construction. Construction or alteration of any improvements on a lot shall be diligently pursued and shall not remain in partly finished condition any longer than is reasonably

necessary for completion of the construction or alteration. The owner and occupant of any lot upon which improvements are constructed shall, at all times, keep the lot, parcel and streets, being utilized by such owner in connection with such construction, free from dirt, mud, garbage, trash or other debris which might be occasioned by such construction or alteration. Suitable dust and erosion control measures shall be used at all times.

2.6 Noxious Activities. No trades, services, activities, operations or usage shall be permitted or maintained, nor shall anything else be done which may be or may become a nuisance to the owners or occupants, or offensive or detrimental to the property by reasons of;

- a. unsightliness; or
- b. the emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid wastes, smoke or noise of a nature and quantity prohibited by the laws of the State of Minnesota and the United States.

2.7 Temporary Structures. No temporary building or other temporary structure shall be permitted on any lot or parcel; provided, however, that trailers, temporary construction buildings, and the like, shall be permitted for construction purposes during the period of construction or alteration of a permanent building. Such structures shall be placed as inconspicuously as practicable, shall cause no inconvenience to owners or occupants of other lots or parcels, and shall be removed not later than 30 days after the date of substantial completion for beneficial occupancy of the building in connection with which the temporary structure was used.

2.8 Mechanical Equipment/Structures. All mechanical equipment shall be located or screened so as not to be visible from streets. Penthouses and mechanical equipment screening shall be aesthetically incorporated with those of the building. Mechanical equipment located on a roof top may be painted to be compatible with the building, rather than screened, if expressly allowed by the Architectural Review Board. No private water towers, water tanks, tents, elevator housing, equipment, signs, towers or gravity flow storage shall be permitted without the written approval of the Architectural Review Board.

2.9 Building Density. Buildings and enclosed structures shall cover not more than 35% of the total area of a lot or parcel. Buildings, enclosure structures, parking areas, driveways and other surfaced, nonvegetated areas shall not cover, in the aggregate, more than 85% of the area of a lot or parcel.

2.10 Screening of Service Facilities and Storage Areas. Garbage and refuse containers shall be contained within buildings, or shall be concealed by means of shrubbery or screening walls of materials similar to and compatible with that of the buildings. Fuel and other storage tanks shall be integrated with the concept of the building plan, be designed so as not to attract attention, and be inconspicuously located. Unless specifically approved in writing by the Architectural Review Board, no materials, supplies or equipment shall be stored in any area on a lot except inside a closed building or behind a visual barrier which screens such areas so that they are not visible from the Streets or from the front yard of adjoining lots.

2.11 **Underground Utilities.** All electrical, telephone, gas, cable, and other utility lines on any lot (excluding lines in excess of 12 kv) and all telephone lines on any lot or parcel shall be placed underground. All utility facilities and equipment shall be visually screened from view from streets and adjacent lots.

2.12 **Parking, Loading and Unloading Areas.** No parking shall be permitted on any street or any place other than parking areas located on a lot or parcel. All parking provided on a lot must meet the requirements of city codes and ordinances, or the requirements of variances granted by the City. All parking provided on a lot or parcel shall be adequate for the actual use of the lot or parcel. Each owner and occupant shall enforce compliance of the foregoing parking restrictions by its employees and visitors.

All driveways and areas for parking, maneuvering, loading, and unloading shall be paved with asphalt, concrete or similar material as approved by the Architectural Review Board. Loading areas shall not encroach onto front yard setback areas of any lot. Truck parking areas shall be screened as approved by the Architectural Review Board.

2.13 **Exterior Lighting.** All exterior lighting shall be constructed and maintained in accordance with the following standards:

- a. Lighting fixtures shall not be more than 40 feet in height.
- b. Flood lighting of buildings shall be limited to concealed light sources.
- c. Lighting shall be installed and maintained in such a manner as to minimize glare onto adjacent lots and streets.

2.14 **Landscaping.** Not less than 10% of the area of a lot shall be landscaped by means of a lawn and/or other ground cover, combined with shrubbery, trees and the like, which may be complimented with earth berm, masonry or similar-materials, all harmoniously combined with themselves and with other improvements on the lot. A landscape plan for each lot or parcel shall be submitted and approved by the Architectural Review Board before the construction of any building or improvements.

### **SECTION 3 ARCHITECTURAL CONTROL**

3.1 **Architectural Review Board.** Declarant hereby establishes an Architectural Review Board consisting of five natural persons as members for the purposes set forth in this Declaration. Declarant shall annually call a meeting of all owners to be held in the month of March at which meeting the members of the Architectural Review Board shall be elected. Declarant shall give at least 30 days, but not less than 90 days, written notice of each such meeting. At each such meeting, each owner shall have one vote per each 1/10th of an acre of the property owned by such owner; and the Declarant shall have one vote per each 1/10th of an acre of the property owned by it plus one vote per 1/10th of an acre of all streets in the property. The presence in person, or by proxy, of the holders of a majority of the votes shall

constitute a quorum at a meeting of the Owners. Cumulative voting shall not be allowed, unless Declarant has less than 50% of the votes, in which case cumulative voting shall be allowed.

The terms of the members shall be one year, beginning on April 1, following their election. If a vacancy occurs in the Architectural Review Board, the remaining members shall elect a replacement who will service the remainder of the term.

**3.2 Restrictions on Construction and Alteration.** The following restrictions and requirements shall apply to all construction and alteration of improvements on the property:

- a. Except for improvements constructed by Declarant in consideration of its initial sale or conveyance of a lot and except as provided by Section 3.3c., no improvement and no alteration which is visible from a street or an abutting lot shall be constructed, erected or maintained on a lot unless and until the plans and specifications showing the nature, kind, shape, height, color, materials and locations of the improvement or alteration shall have been approved in writing by the Architectural Review Board.
- b. The criteria for approval shall include and require, at a minimum, the standards set forth in Section 2 of this Declaration.
- c. The restrictions and requirements in this Section 3.2 shall not apply to the construction by the Declarant of streets, utilities, ponds or other amenities or facilities on the property.

**3.3 Review Procedures.** The following procedures shall govern requests for construction of improvements or alterations under this Section:

- a. Detailed plans, specifications and related information regarding any proposed Improvement or alteration, in form and content acceptable to the Architectural Review Board, shall be submitted to the Architectural Review Board at least 30 days prior to the projected commencement of construction. No improvements or alterations shall be commenced prior to approval.
- b. The Architectural Review Board shall give the owner written notice of approval or disapproval. Written notice of disapproval shall indicate reasons for disapproval and shall, if practicable, specify the aspects of the request for construction of improvements or alterations which are not acceptable. If the Architectural Review Board fails to approve or disapprove within 30 days after receipt of said plans and specifications and all other information requested by the Architectural Review Board, then approval will not be required, and this Section shall be deemed to have been fully complied with so long as the improvements or alterations are done in accordance with the plans, specifications and related information which were submitted.
- c. If no request for approval is submitted, approval is denied, unless (1) the improvements or alterations are reasonably visible, and (2) no written notice of

the violation has been given to the owner on whose lot or parcel the Improvement or alteration is made by the Architectural Review Board or another owner, within six months following the date of completion of the Improvement or alterations. Notice may be direct written notice or the commencement of a legal action by the Architectural Review Board or an owner. The owner of the lot or parcel on which the Improvement or alteration is made shall have the burden of proof, by clear and convincing evidence, that the Improvement or alterations were completed and reasonably visible for at least six months following completion.

3.4 Remedies for Violations. The Architectural Review Board may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover, from the owner causing or permitting the violation, all attorneys fees and costs of enforcement, whether or not a legal action is started. Such attorneys fees and costs shall be a lien against the owner's lot and a personal obligation of the owner. In addition, the Architectural Review Board shall have the right to enter the owner's lot and to restore any part of the lot to its prior condition if any improvements or alterations were made in violation of this Section, and the cost of such restoration shall be a personal obligation of the owner and a lien against the owner's lot.

3.5 Development Guidelines. The Architectural Review Board may from time to time adopt guidelines for approval and disapproval of proposed improvements or alterations and the maintenance of them; and, in the event such guidelines are adopted, shall make them available to all owners.

#### **SECTION 4 RIGHTS TO ADD ADDITIONAL PROPERTY**

4.1 Declarant's Rights to Add Additional Property. Declarant hereby expressly reserves the right to add additional property to the property, by unilateral action, subject to the following conditions:

- a. The right of the Declarant to add the additional property to the property shall terminate ten years after the date of the recording of this Declaration or upon earlier express written withdrawal of such right by Declarant. There are no other limitations on Declarant's rights hereunder, except as may be imposed by law.
- b. There are no assurances as to the times at which all or any part of the additional property will be added to the property, the order in which it will be added, the number of parcels per phase, nor the size of the parcels. Declarant is under no obligation to add the additional property to the property and the additional property may be developed by Declarant or its successors in interest for other purposes, subject only to approval by the appropriate governmental authorities.
- c. All covenants, conditions and restrictions contained in this Declaration affecting the use and occupancy of lots shall apply to all lots and parcels created on the additional property which is added to the property.

- d. The addition of additional property to the property shall be evidenced by an instrument, identified as a "Supplemental Declaration of Covenants, Conditions and Restrictions", containing a legal description of the portion of the additional property to be added executed by the Declarant and filed for record with the Anoka County Recorder or Anoka County Registrar of Titles.

## **SECTION 5 AMENDMENTS AND TERMINATION**

5.1 Amendments. This Declaration may be amended prior to January 1, 1996, by an instrument in writing executed by the Declarant. This Declaration may be amended, modified or terminated by an instrument in writing executed by the holders of 80% of the votes as determined at the next previous election of members of the Architectural Review Board pursuant to Section 3.1 of this Declaration. An instrument executed in accordance with this Section 5.1 shall be effective when filed for record with the Anoka County Recorder or Anoka County Registrar of Titles. No amendment or modification to this Declaration may impose additional restrictions on the property.

5.2 Termination. The covenants, conditions and restrictions set forth in this Declaration shall run with the land and be binding on all persons claiming under them for a period of 20 years from the date this Declaration is filed for recording in the office of the Anoka County Recorder or Anoka County Registrar of Titles, after which said covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless otherwise earlier terminated pursuant to Section 5.1 of this Declaration.

## **SECTION 6 MISCELLANEOUS**

6.1 Severability. If any term, covenant or provision of this instrument or an exhibit attached to it is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair, in any manner whatsoever, any other portion of this instrument or exhibits.

6.2 Construction. Where applicable, the masculine gender of any word used in this Declaration shall mean the feminine or neutral gender, or vice versa, and any singular of any word used in this Declaration shall mean the plural, or vice versa.

6.3 No Assessments. Except as provided in Section 3.4, no assessments may be levied against a lot by the Architectural Review Board or by the owners, nor shall the owners of lots be obligated to pay any dues in connection with the covenants, conditions and restrictions imposed by this Declaration.

6.4 Special Events. The provisions of this Declaration do not apply to and do not prohibit periodic, nonpermanent business promotions and special sales events conducted on a lot or parcel by the owner or occupant, subject to the prior approval of the Architectural Review Board.



KNOW ALL PERSONS BY THESE PRESENTS: That Anoka Electric Cooperative, a Minnesota Corporation, owner and proprietor of the following described property situated in the County of Anoka, State of Minnesota, to wit:

The North Half of the Southwest Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, except that part now platted as Gateway North Industrial Park, also except Parcel 4, Anoka County Highway Right-of-Way Plat No. 16, and also except the North 2 feet of the South 35 feet of that part of the North Half of the Southwest Quarter of Section 27, Township 32, Range 25, lying West of the East 1,584 feet thereof, Anoka County, Minnesota.

AND

All that part of the South Half of the Northwest Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, lying Southerly of the Southerly Right-of-Way line of Anoka County Highway Right-of-Way Plat No. 8, except Parcel 5, Anoka County Highway Right-of-Way Plat No. 16.

Have caused the same to be surveyed and platted as A.E.C. ENERGY PARK and does hereby donate and dedicate to the public for public use forever the drive and park as shown on the plat and also dedicate to the public for public use forever the drainage and utility easements as shown on this plat. Also dedicating to the County of Anoka, the right of access to County Road No. 56 from Lot 1, Block 4; Lot 1, Block 1 and the right of access to County Road No. 116 from Lot 1, Block 1 as designated on the plat.

In witness whereof said Anoka Electric Cooperative, a Minnesota Corporation, has caused these presents to be signed by its proper officer this \_\_\_\_ day of \_\_\_\_\_, 1995.

ANOKA ELECTRIC COOPERATIVE

Richard D. Newland, as General Manager

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1995, by Richard D. Newland, as General Manager of said Anoka Electric Cooperative, a Minnesota Corporation, on behalf of the Corporation.

Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires: \_\_\_\_\_

Receipt # <u>13399/1950</u>	<input type="checkbox"/> Certified Copy
Date/Time: <u>2:29, 12:35</u>	<input type="checkbox"/> Tax Liens/Releases
Doc. Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Multi-Co Doc Tax Pd
✓ by: Recordability: <u>gr</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Decc.</b>
Stamping Fees: <u>19.50</u>	<input type="checkbox"/> Division <input type="checkbox"/> <b>GAC</b> <input type="checkbox"/> <b>Def.</b> <input type="checkbox"/> <b>Spec.</b>
Stamps: _____ Pins: <u>gr</u>	

DOCUMENT NO. 1206475.0 ABSTRACT  
1206475 Abstract

### ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE  
FOR RECORD ON **FEB 29 1996**  
AT **12:35 PM**

~~NO~~ WAS BY RECORDED.  
PAID.

FEEES AND TAXES IN THE AMOUNT OF

RECEIPT NO. 96013399

EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES  
**ETC**

BY \_\_\_\_\_  
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES