

AGREEMENT FOR EASEMENTS AND RESTRICTIVE COVENANTS

This Agreement dated this ____ day of _____, 2006, by and between Cedar Ridge Trails Townhome Association (the "Townhome Association") and Cedar Ridge Trails Home Owners Association (the "Home Owners Association").

RECITALS:

WHEREAS, the Townhome Association and the Home Owners Association are the owners, as tenants in common, of certain real property located in Le Sueur County, Minnesota, described as Outlot A, Cedar Ridge Trails First Addition (the "Property") (the Townhome Association and the Home Owners Association are sometimes hereinafter collectively referred to as the "Owners" and individually as an "Owner"); and

WHEREAS, it is the desire of each of the Owners that the Property be used for recreational purposes for the general benefit of the Associations, their members and guests (for purposes of this Agreement a "Member" shall mean any person who has any ownership interest in any lot ("Lot"), the ownership of which results in such person being a member of either Association pursuant to the Association's governing documents and the Declarations applicable to such Lot; and

WHEREAS, the Owners desire that the existing nature trail as now located on the Property (the "Nature Trail") continue to be used for recreational purposes by the members of each Association and their guests and to that end desire hereby to provide for (i) insurance covering the Property; (ii) the maintenance and upkeep of the Nature Trail and the remainder of the Property; and (iii) such other matters as are more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby specifically acknowledged by each of the Owners, it is agreed as follows:

1. Declaration of Easement by Owners. The Owners hereby mutually declare a perpetual, appurtenant, non-exclusive easement in, to and upon the Property for the general benefit of the Owners' members and their guests for recreational use, including, but not limited to, the use of the Nature Trail, subject to the restrictions set forth herein.

2. Locations and Limitations on Use of Nature Trail. The Nature Trail shall be located on the Property in such location as the Owners shall mutually agree and shall be used for non-motorized, bicycle and pedestrian uses only. The Owners may, from time to time hereafter, jointly adopt, amend and modify rules for the regulation and use of the Nature Trail as the Owners agree. Notwithstanding the Owners' ability to agree on rules governing the Nature Trail, the Nature Trail shall be restricted to bicycle and pedestrian uses, and no motorized vehicles or other mechanically propelled devices shall be permitted on the Nature Trail, except for devices specifically intended for use by disabled or handicapped persons.

3. Use of Property. The remainder of the Property, excluding the Nature Trail, may be used for the benefit of the Associations, their members and/or their guests for recreational purposes and such other, not inconsistent, purposes as the Owners may from time to time mutually determine. In the event the Property or Nature Trail, or any portion thereof, are disturbed by any such other use which is jointly authorized by the Owners, the person or entity causing such disturbance shall, as a condition of such authorization, agree to indemnify the Owners from all related costs and liabilities and shall complete all activities involved with such authorized disturbance, without cost or expense to the Owners (unless otherwise specifically agreed in writing) in an expeditious, first class, workmanlike and lien free manner in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall, upon completion thereof, restore the affected areas to a condition which is at least as good as the condition of such areas before such activities were commenced. Such use shall be determined by agreement of the Owners; provided, however, that any such use shall not interfere with the use and enjoyment of the Nature Trail by the Owners, their members and guests.

4. Insurance. The Owners shall maintain liability insurance covering the Property in such amounts as the Associations shall jointly determine and shall promptly pay any premiums due for such insurance. Each Owner shall promptly pay its share of the insurance premiums as determined in Section 7 below.

5. Maintenance. The Owners shall maintain the Property, including, but not limited to, the Nature Trail, in a safe condition and shall further maintain the Property so that it is usable for its intended purposes as determined by the Owners. Each Owner shall promptly pay its share of the costs of maintenance as determined in Section 7 below.

6. Allocation of Costs Between the Owners. The Owners hereby agree that the costs of insurance for the Property together with any maintenance costs and taxes relating to the Nature Trail or the Property shall be shared by the Owners proportionately, based upon the number of platted lots in each Association at the time the cost is incurred.

7. Additional Real Estate. The Owners hereby agree that additional real estate may be added to the Property by mutual, written consent of the parties hereto, subject to the following conditions:

- a. Any additional real estate shall be restricted exclusively to recreational pedestrian use.
- b. The provisions of this Agreement apply to any additional real estate added to the Property.

8. Members Bound. The Owners hereby bind their respective Members to all of the terms of this Agreement and all Members, by purchasing any interest in a Lot, has automatically agreed to be bound by the specific terms of the easements, covenants, conditions and restrictions set forth hereunder and the default and enforcement rights provided herein and further agree to be bound by any other terms and conditions set forth in this Agreement.

9. Default. If any Member violates or causes, allows or permits any violation of any of the easements, covenants, terms, conditions or restrictions set forth in this Agreement (the "Defaulting Member"), and does not cure such default within five days following written notice to the Defaulting Member given by either of the Owners (the "Notifying Party") then, in such event, the Notifying Party shall have the right, but not the obligation, to cure such default, and in any event, shall be entitled to recover damages from the Defaulting Member in an action brought in any court of competent jurisdiction for an amount equal to any costs incurred by the Notifying Party as a result of the Defaulting Members' default, including all reasonable costs of curing such violation and all costs incurred by the Notifying Party to enforce this Declaration including, without limitation, all attorney's fees incurred in connection therewith by the Notifying Party.

10. Enforcement. This Agreement may be enforced by either Owner against any Member by an action brought in the Le Sueur County District Court or any other court of competent jurisdiction. The failure by any Owner to enforce any easement, covenant, condition or restriction set forth in this Agreement shall in no event be deemed a waiver of, or otherwise impair the right of any Owner to do so at any time. Any breach of this Agreement by a Defaulting Member shall entitle any Notifying Party, in addition to any other legal remedies available to the Notifying Party, to apply to any court of competent jurisdiction for an injunction or writ of mandamus to enforce this Agreement or prohibit any violation hereof.

11. Notice. Any notice given pursuant to this Agreement shall be deemed to have been properly given or served in accordance with the terms hereof if said notice is given to the Member to whom the same is directed by one of the following methods:

- a. Delivered Personally;
- b. Sent by certified or registered mail, return receipt requested, postage prepaid;
or
- c. Sent by reputable overnight delivery service designated for next day delivery,
with delivery charge prepaid.

Communications personally delivered will be deemed received upon delivery. Communications sent by certified mail will be deemed received two business days following the date of postmark, and communications sent by overnight delivery will be deemed received on the next business day. All notices, other than those given by personal delivery, given in accordance with the foregoing terms of this Section shall be sent to the Member to whom the same is directed at the address for the Member then maintained by Le Sueur County for property tax statements for such Member's Lot.

12. Severability. Each provision of this Agreement is intended to be severable and independently enforceable. Invalidation of any one of the easements, covenants, conditions or restrictions set forth in this Agreement by judgment or court order from a court of competent jurisdiction shall in no way affect the other provisions hereof which shall remain in full force and effect.

13. Duration of Easements. The easements set forth in Section 1 above shall run with and be binding upon the Property and shall inure to the benefit of, and be enforceable by, the

Owners hereto and their respective heirs, successors and assigns. All such easements shall be perpetual in duration.

14. Duration of Covenants, Conditions and Restrictions. The covenants, conditions and restrictions of this Agreement, as set forth in Sections 2 and 3 above, shall run with and be binding upon the Property and shall inure to the benefit of, and be enforceable by, the Owners and their respective heirs, successors and assigns, for a term of thirty (30) years from and after the date this Agreement is recorded. The expiration of the covenants, conditions and restrictions set forth herein shall in no way affect the enforceability of the easements referenced in Section 1 above thereafter.

15. Acceptance by Future Members. Upon the acceptance of any deed or other conveyance transferring any interest in a Lot, the grantee of such deed or conveyance shall be deemed a Member for all purposes hereunder and shall thereby be deemed to agree that:

- a. He or she has read and understands this Agreement, and agrees to abide and be bound by each of the easements, covenants and restrictions set forth herein and all default and enforcement rights provided herein;
- b. Such Member shall promote compliance with these easements, covenants, conditions and restrictions by such Member's, guests, invitees, agents and permittees, and
- c. These easements, covenants, conditions and restrictions are reasonable in all respects and are and shall remain fully enforceable as stated herein and notwithstanding any less restrictive or inconsistent provision of any otherwise applicable federal, state or local law, rule, regulation or ordinance.

13. Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property or any portion thereof to the general public or for any public use or purpose whatsoever.

14. Non Waiver. The failure of any Owner to insist upon strict performance of any of the terms, easements, covenants, conditions or restrictions hereof, shall not be deemed a waiver of any rights or remedies which such Owner may have hereunder or at law, or in equity and shall not be deemed a waiver of any subsequent breach or default of any of such terms, easements, covenants, conditions or restrictions.

15. Miscellaneous. The terms and conditions of this Agreement, and the easements, covenants, conditions and restrictions created hereunder, are hereby deemed to constitute covenants running with the land, which shall inure to the benefit of the Owners and their respective heirs, successors and assigns. This Agreement may hereafter be modified or amended as determined by the Owners only by a written agreement signed by each Owner.

IN WITNESS WHEREOF, the Owners have executed these presence as of the day and year first above-written.

**CEDAR RIDGE TRAILS HOME OWNERS
ASSOCIATION**

Dated: _____

By: X
Jeffrey Meehan
Its: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Jeffrey Meehan, the President of Cedar Ridge Trails Home Owners Association.

X
Notary Public

**CEDAR RIDGE TRAILS TOWNHOME
ASSOCIATION**

Dated: _____

By: X
Jeffrey Meehan
Its: President

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Jeffrey Meehan, the President of Cedar Ridge Townhome Association.

X
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

CHRISTENSEN, LAUE & RASMUS, P.A.
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EDINA, MN 55436