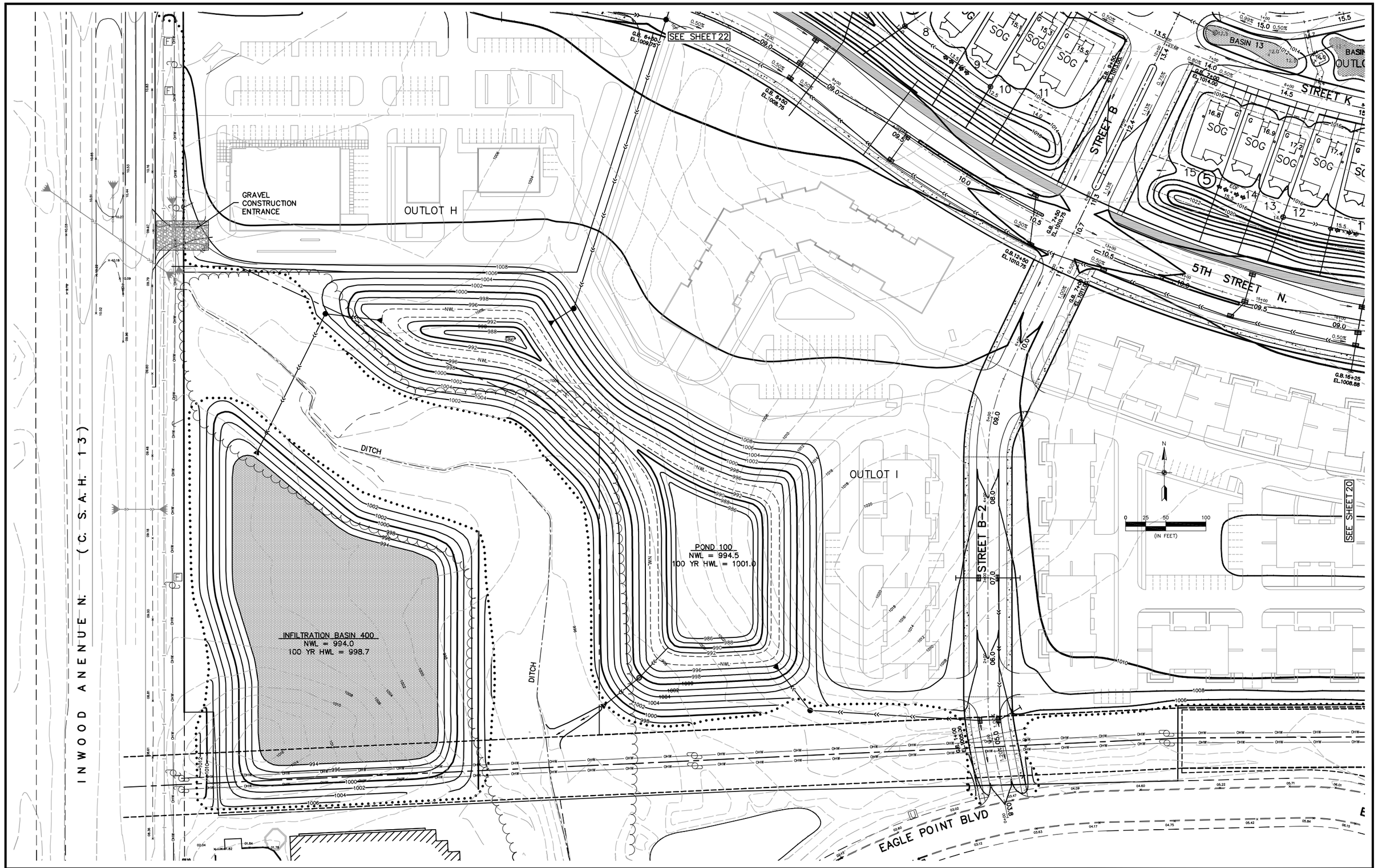

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 10/10/14 License #: 25063

Drawn: LC
Designed: BJK
Date: 10/10/14

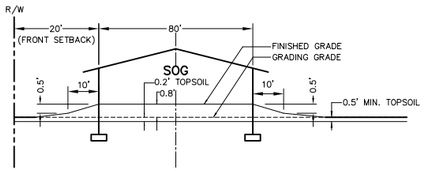
HANS HAGEN HOMES
941 NE Hillwind Rd., Suite 300
Fridley, MN 55432

InWood
Lake Elmo, Minnesota

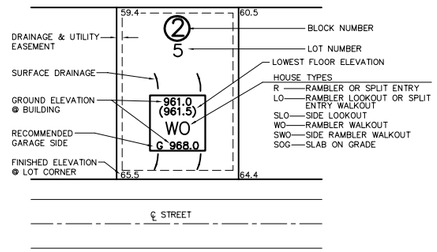
PRELIMINARY GRADING & EROSION CONTROL PLAN

Save Date: 10/10/14 f:\jobs\5161 - 5180\5172 - lake elmo property\cad\engineer\preliminary grading\5172_gp.dwg

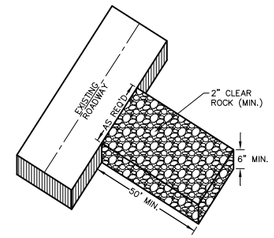
CARRIAGE / VILLAGE



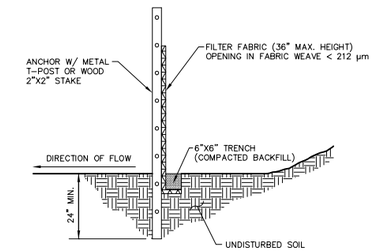
GRADING PLAN LOT KEY



ROCK CONSTRUCTION ENTRANCE



SILT FENCE

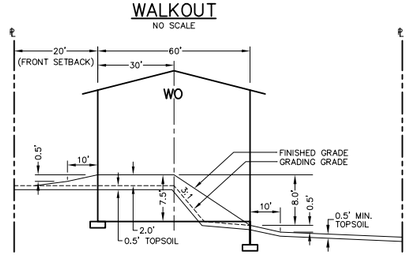


NOTES:

1. DIG A 6"X6" TRENCH ALONG THE INTENDED SILT FENCE LINE.
2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
4. LAY OUT SILT FENCE ALONG THE UPHILL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"X6" TRENCH.
5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
6. SEE MNDOT SPECIFICATIONS 2573 & 3886.

WALKOUT

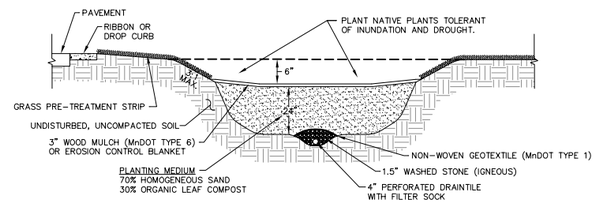
NO SCALE



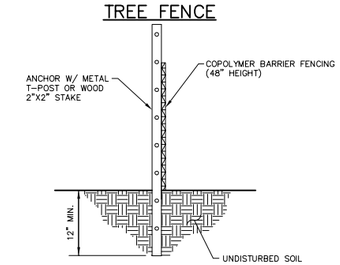
LEGEND

	EXISTING	PROPOSED
PROPERTY LINE		
EASEMENT LINE		
CURB LINE		
BITUMINOUS		
CONCRETE		
SANITARY SEWER		
STORM SEWER		
WATER MAIN		
OVERHEAD UTILITY		
STORM CATCH BASIN		
STORM MANHOLE		
OUTLET CONTROL STRUCTURE		
MANHOLE		
HYDRANT		
GATE VALVE		
TELEVISION BOX		
TELEPHONE BOX		
UTILITY POLE		
RETAINING WALL		
FENCE		
10' CONTOUR		
2' CONTOUR		
FEMA FLOOD PLAIN		
WETLAND LINE		
SPOT ELEVATION	00.0	00.0
EMERGENCY OVERFLOW		E.O.F.
SILT FENCE (STANDARD DTL #2001)		000.0
TREE FENCE		
TREELINE		
SOIL BORING	TH	

FILTRATION BASINS 1–18



TREE FENCE

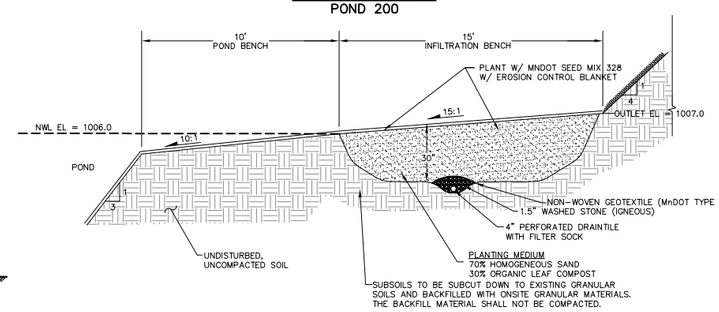


NOTES:

1. TREE FENCING SHALL BE PLACED A MINIMUM OF 1 FOOT PER CALIPER INCH OF TREE DIAMETER FROM TREE(S) THAT IS/ARE TO BE SAVED.
2. ANCHOR POST MAY BE SPACED UP TO 10 FEET APART.
3. SECURELY ATTACH TREE FENCE TO ANCHOR POSTS W/ MINIMUM OF TWO ATTACHMENTS PER POST.
4. SEE MNDOT SPECIFICATION 2572.

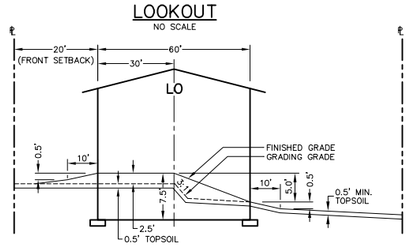
POND BENCH

POND 200



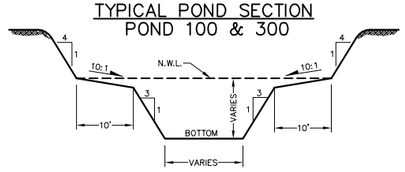
LOOKOUT

NO SCALE

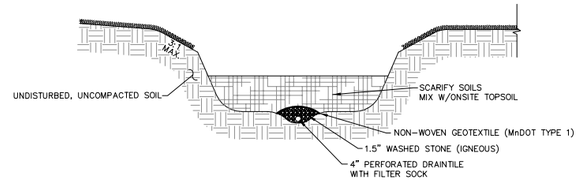


TYPICAL POND SECTION

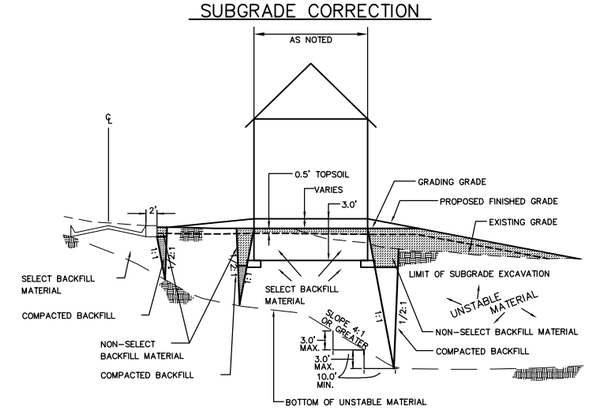
POND 100 & 300



INFILTRATION BASIN 400

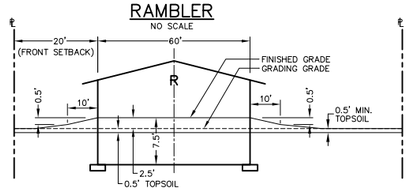


SUBGRADE CORRECTION

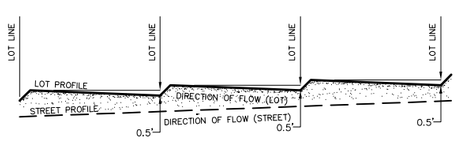


RAMBLER

NO SCALE



LOT BENCHING DETAIL



TURF ESTABLISHMENT

TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS MODIFIED BELOW.

TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE MORE THAN 14 DAYS.

SEED: MnDOT MIXTURE 25–141 AT 60 POUNDS PER ACRE.
DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.

MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).

FERTILIZER: TYPE 1 10–10–10 AT 200 POUNDS PER ACRE.

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Date: 10/10/14 License #: 25063

Drawn: LC
Designed: BJK
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Lake Elmo, Minnesota

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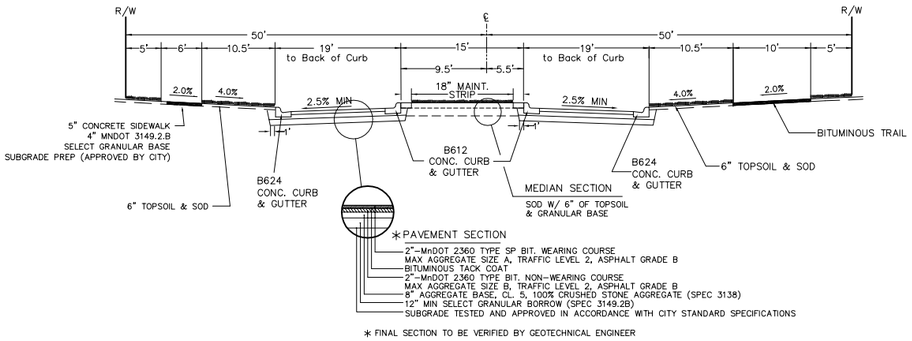
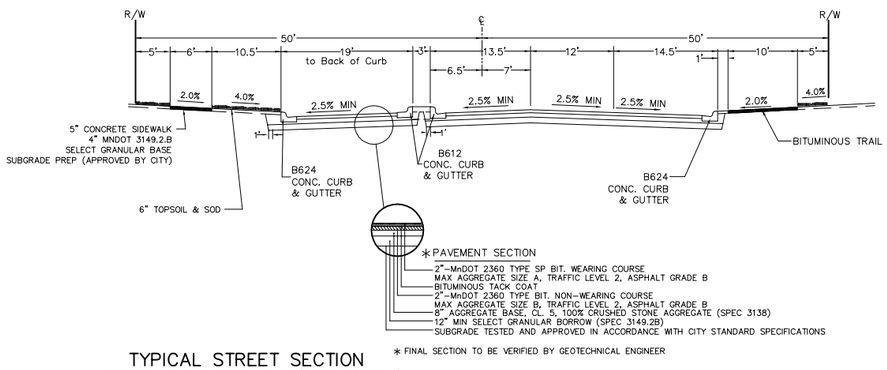
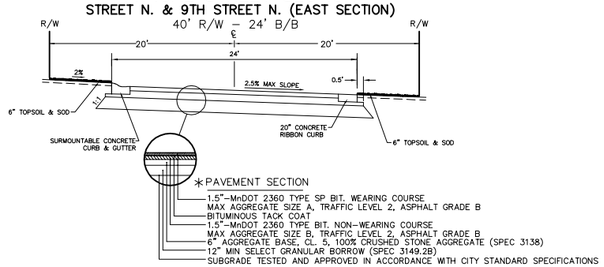
TYPICAL STREET SECTION
5TH STREET N.



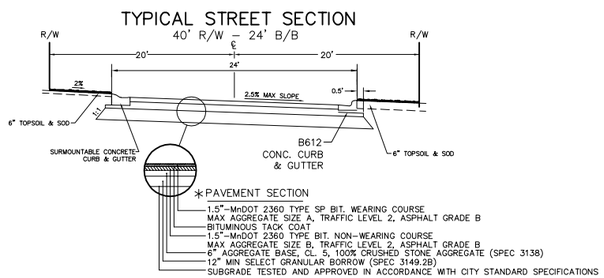
TYPICAL STREET SECTION
5TH STREET N. WITH TURN LANE



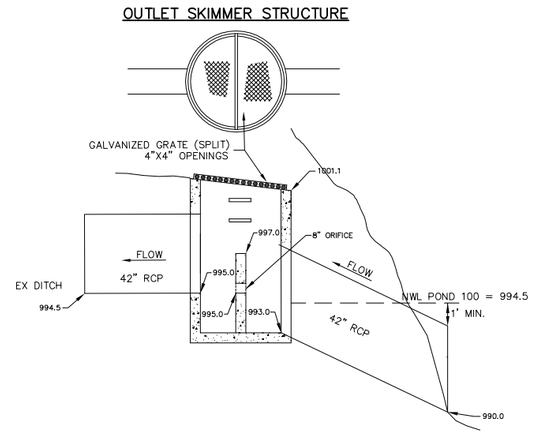
TYPICAL STREET SECTION
STREET N. & 9TH STREET N. (EAST SECTION)
40' R/W – 24' B/B



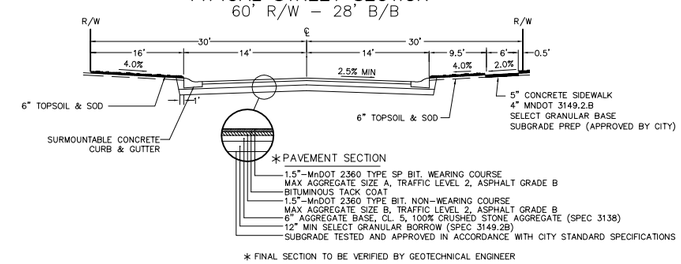
TYPICAL STREET SECTION
40' R/W – 24' B/B



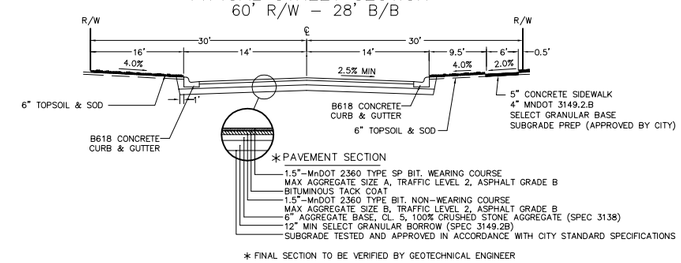
OUTLET SKIMMER STRUCTURE



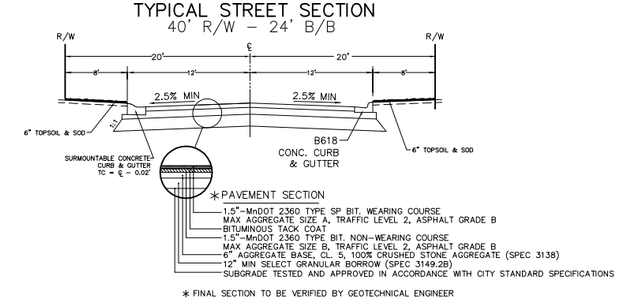
TYPICAL STREET SECTION
60' R/W – 28' B/B



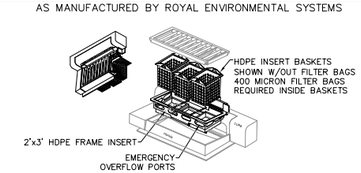
TYPICAL STREET SECTION
60' R/W – 28' B/B



TYPICAL STREET SECTION
40' R/W – 24' B/B

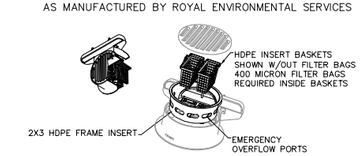


INFRASAFE – 2'x3' DEBRIS COLLECTION DEVICE
AS MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS



– MEETS MN/DOT SPECIFICATION 3891.F
"STORM DRAIN INLET PROTECTION – FILTER BAG INSERT"
– DESIGNED FOR NEENAH R–3067 OR R–3290 SERIES

INFRASAFE – 27" DEBRIS COLLECTION DEVICE
AS MANUFACTURED BY ROYAL ENVIRONMENTAL SERVICES



– MEETS MN/DOT SPECIFICATION 3891.F
"STORM DRAIN INLET PROTECTION – FILTER BAG INSERT"
– DESIGNED FOR NEENAH R–3250–A OR R–3250–1 (MNDOT 801)
FRAME CASTING

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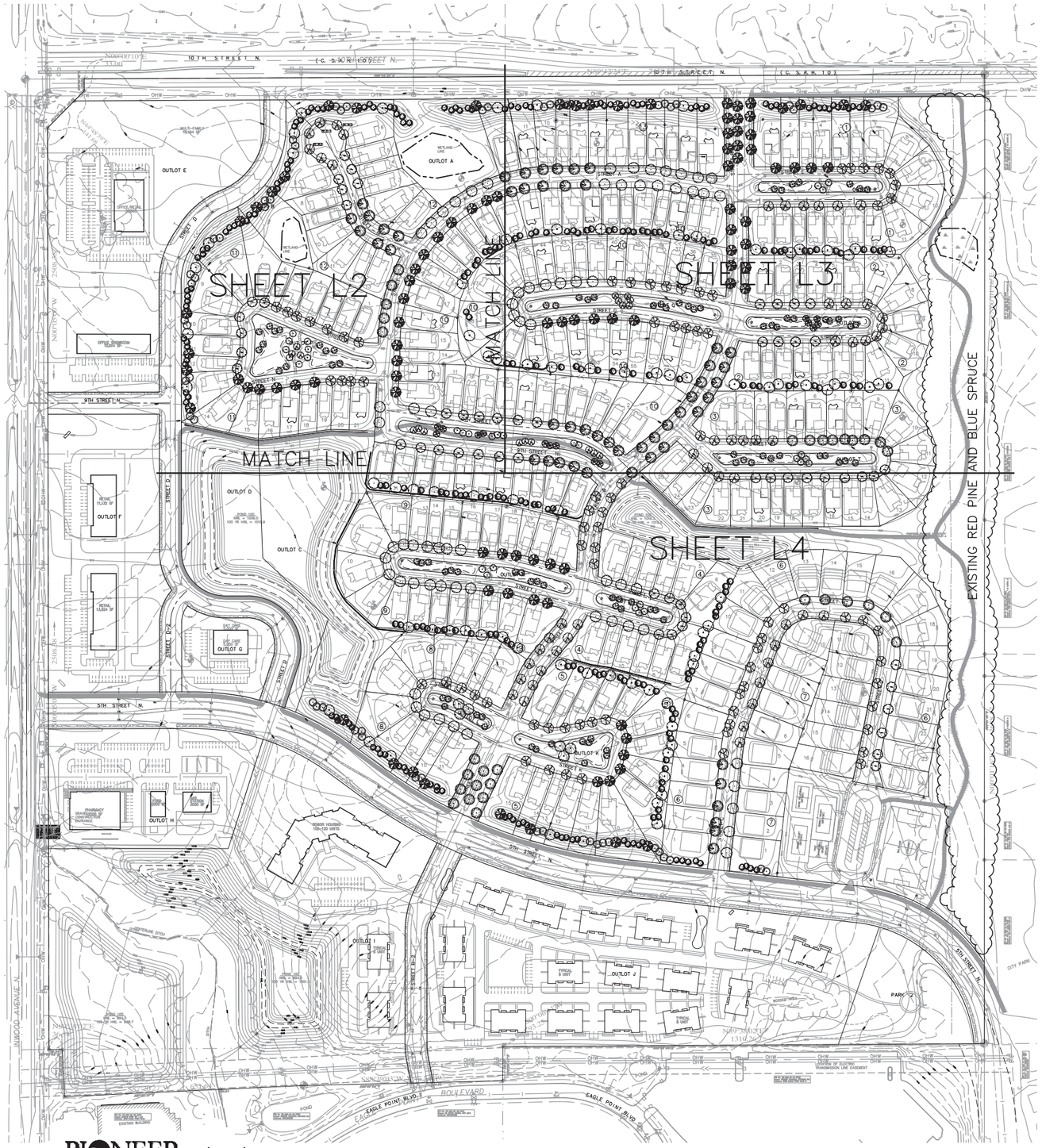

LANDSCAPE REQUIREMENTS:

1. ONE TREE/50' OF PROPOSED PUBLIC STREET FRONTAGE
   - SINGLE FAMILY PROPOSED STREET FRONTAGE: 19,184'=384 TREES
   - MULTI FAMILY PROPOSED STREET FRONTAGE: 1,413= 28 TREES
   - COMMERCIAL PROPOSED STREET FRONTAGE: 4,576'=92 TREES

2. FIVE TREES PLANTED FOR EVERY ONE ACRE OF LAND THAT IS DEVELOPED OR DISTURBED BY DEVELOPMENT ACTIVITY*.
   - SINGLE FAMILY DEVELOPMENT AREA**: 90 ACRES X 5 = 450 TREES
   - MULTI FAMILY DEVELOPMENT AREA: 27 ACRES X 5 = 135 TREES
   - COMMERCIAL DEVELOPMENT AREA: 25 ACRES X 5 = 125 TREES

* 5TH STREET ROW TAKEN OUT OF DEVELOPED AREA CALCULATIONS
** 100' BUFFER ALONG EAST SIDE TAKEN OUT OF DEVELOPED AREA CALCULATIONS

TOTAL TREES REQUIRED FOR LANDSCAPE ORDINANCE:
- SINGLE FAMILY: 834
- MULTI FAMILY: 163
- COMMERCIAL: 217 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS)
- TOTAL: 1,214 (PLUS PARKING LOT LANDSCAPE REQUIREMENTS IN COMMERCIAL)

PROPOSED TREES:
- SINGLE FAMILY AREA (HANS HAGEN HOMES): 985
- MULTI-FAMILY: TBD
- COMMERCIAL: TBD

TREE PRESERVATION DATA:
- CALIPER INCHES REMOVED OVER THRESHOLD: 168
- NUMBER OF TREES REQUIRED FOR REPLACEMENT: 67 (2.5" TREES)
- LANDSCAPE REQUIREMENTS COUNT TOWARD TREE MITIGATION REQUIREMENTS IN MIXED USE DEVELOPEMENTS SO NO FURTHER TREE PLANTING IS REQUIRED ABOVE THE LANDSCAPE ORDINANCE REQUIREMENTS.
- SEE TREE PRESERVATION PLAN AND TREE INVENTORY DOCUMENT FOR MORE DETAILS

SHEET SHEETS L2-4 FOR TREE LOCATIONS
SEE SHEET L2 FOR TREE SCHEDULE

N

0 75 150 300
GRAPHIC SCALE IN FEET

113196

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2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name Jennifer L. Thompson
Reg. No. 44763 Date

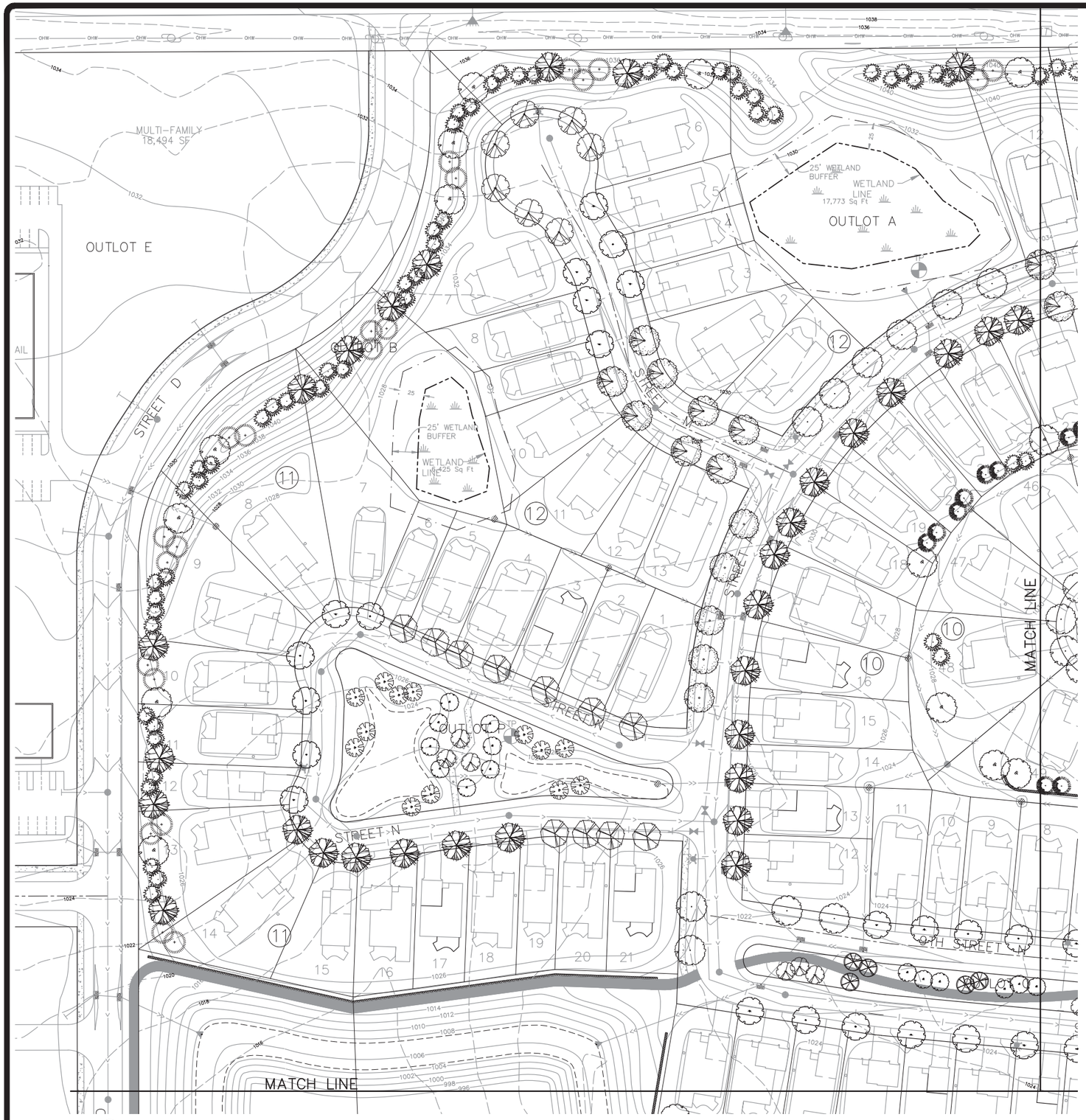
Revisions

Date	10-10-14
Designed	jlt
Drawn	jlt

LANDSCAPE PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

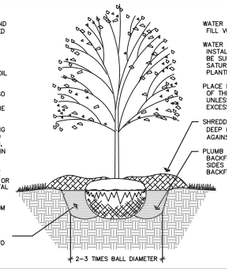


TREE TOTALS FOR ENTIRE SITE

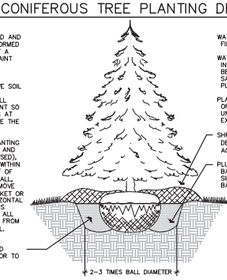
PLANT SCHEDULE				
KEY	COMMON NAME/Scentific name	ROOT	QUANTITY	INSTRUCTIONS
	OVERSTORY TREES			
	NORTHWOOD MAPLE/Acer rubrum 'Northwood'	2.5" B&B	52	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2.5" B&B	31	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna'	2.5" B&B	75	
	RIVER BIRCH/Betula nigra 'Heritage'	6' B&B	78	Multi-Stem
	COMMON HACKBERRY/Celtis occidentalis	2.5" B&B	55	
	HONEYLOCUST/Gleditsia triacanthos var. enermis	2.5" B&B	71	
	NORTHERN RED OAK/Quercus rubra	2.5" B&B	97	
	SENTRY LINDEN/Tilia americana 'Sentry'	2.5" B&B	58	
	EVERGREEN TREES			
	WHITE PINE/Pinus strobus	6' B&B	109	
	BLACK HILLS SPRUCE/Picea glauca densata	6' B&B	154	
	SCOTCH PINE/Pinus sylvestris	6' B&B	53	
	ORNAMENTAL TREES			
	AUTUMN BRILLANCE SERVICEBERRY/Amelanchier x grandiflora 'Autumn Brilliance'	1.5" B&B	88	Multi-Stem
	SUGAR TYME CRAB/Malus 'Sugar Tyme'	1.5" B&B	15	
	PRAIRIFIRE CRAB/Malus 'Prairifire'	1.5" B&B	18	
	JAPANESE TREE LILAC/Syringa reticulata	6' B&B	31	Multi-Stem

LANDSCAPE NOTES:
FRONT YARD TREES WILL BE PLANTED AFTER HOME IS CONSTRUCTED ON EACH LOT.
LOTS WILL BE SODDED AFTER CONSTRUCTION.
OUTLOTS WILL BE SEEDED. SEE GRADING PLAN FOR SEEDING DETAILS
SEE SHEET L1 FOR LANDSCAPE REQUIREMENT DATA

DECIDUOUS TREE PLANTING DETAIL



CONIFEROUS TREE PLANTING DETAIL



LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DESCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

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PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name Jennifer L. Thompson
Reg. No. 44763 Date

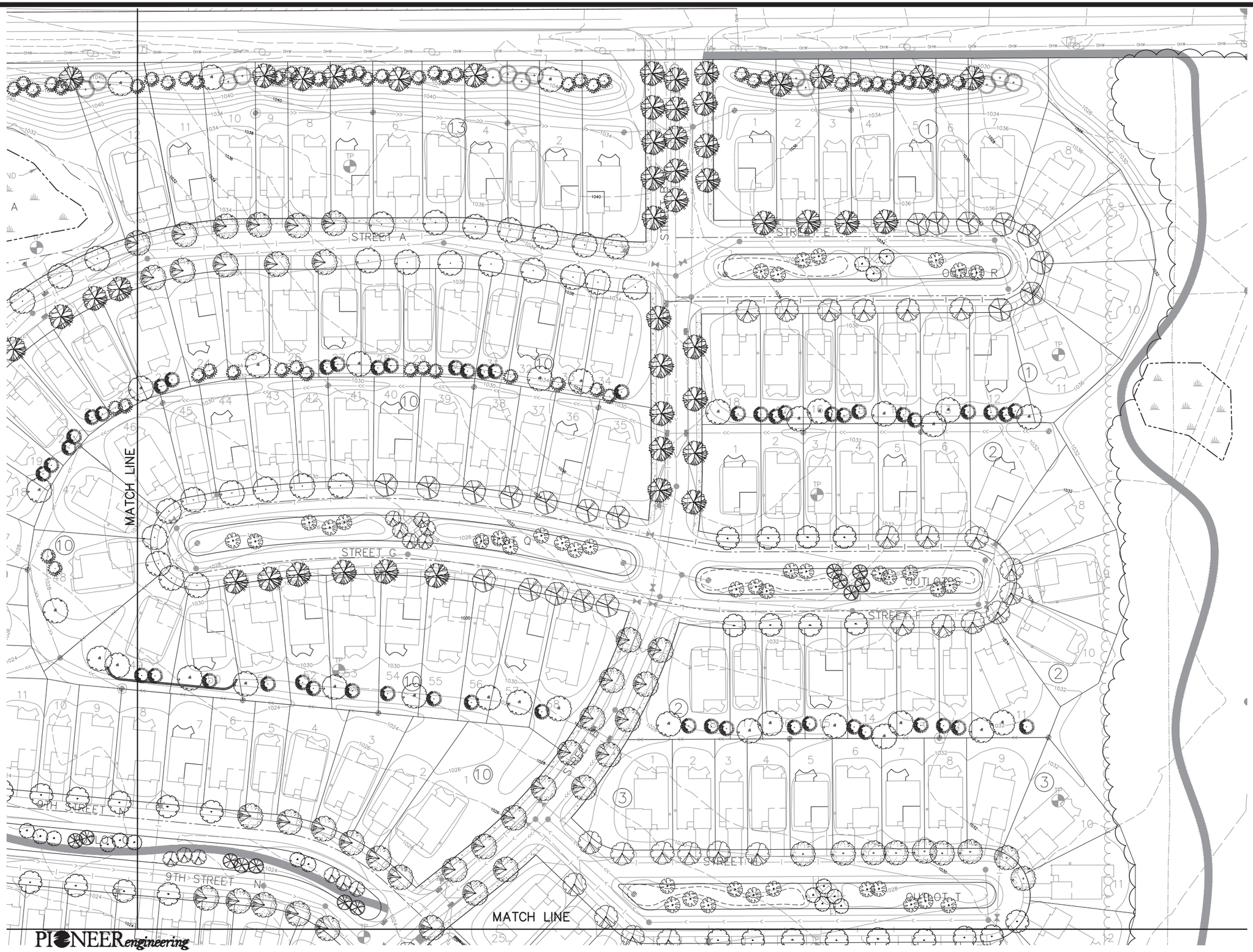
Revisions

Date	10-10-14
Designed	jlt
Drawn	jlt

LANDSCAPE PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA



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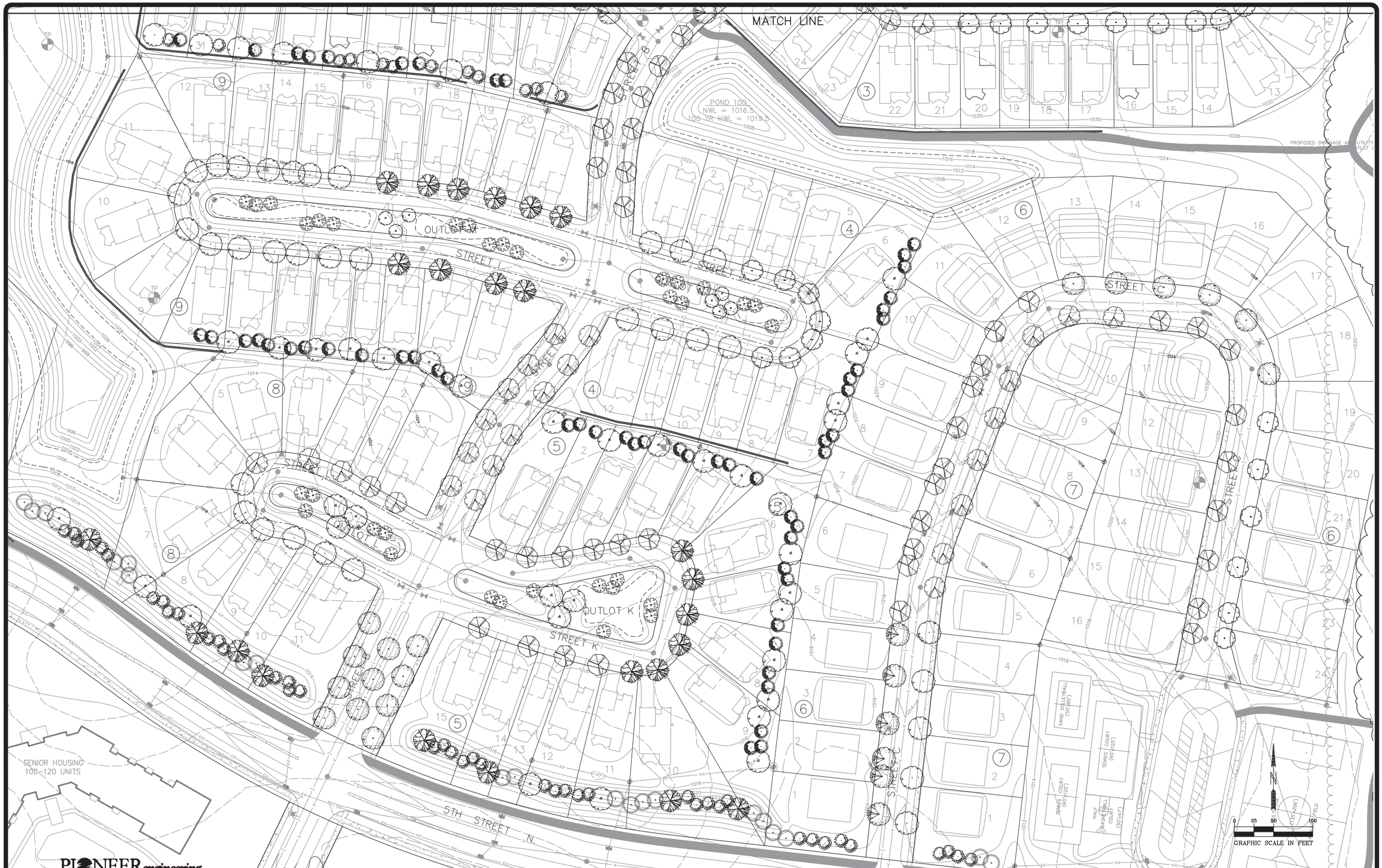

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LANDSCAPE PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

Inwood Tree Inventory

October 10, 2014

Hans Hagen Homes

Tree Inventory by:

Ken Arndt
Forest Ecologist/Wetland Specialist
Midwest Natural Resources, Inc.
1032 West Seventh St. #150
St. Paul, MN 55102
(651)-788-0641

Tree Preservation Plans provided by:

PIONEER engineering
2422 Enterprise Drive
Mendota Heights, MN 55120
651-681-1914

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
677	12	American elm	*Ulmus americana*	Native		12	
678	15	Green Ash	*Fraxinus pennsylvanica*	Native			15
679	44/24	Cottonwood	*Populus deltoides*	Native			68
680	38	Cottonwood	*Populus deltoides*	Native			38
681	22	Cottonwood	*Populus deltoides*	Native			22
682	28/16	Cottonwood	*Populus deltoides*	Native			44
683	12	Cottonwood	*Populus deltoides*	Native			12
684	18	Cottonwood	*Populus deltoides*	Native			18
685	27	Cottonwood	*Populus deltoides*	Native			27
686	19	Cottonwood	*Populus deltoides*	Native			19
687	24	Cottonwood	*Populus deltoides*	Native			24
688	25	Cottonwood	*Populus deltoides*	Native			25
689	22	Cottonwood	*Populus deltoides*	Native			22
690	14/12	Cottonwood	*Populus deltoides*	Native			26
691	21	Cottonwood	*Populus deltoides*	Native			21
692	25	Cottonwood	*Populus deltoides*	Native			25
693	20	Cottonwood	*Populus deltoides*	Native			20
694	17	Cottonwood	*Populus deltoides*	Native			17
695	25/23/21	Cottonwood	*Populus deltoides*	Native			69
696	20/20	Cottonwood	*Populus deltoides*	Native			40
697	19	Cottonwood	*Populus deltoides*	Native			19
698	20	Cottonwood	*Populus deltoides*	Native			20
699	15	Cottonwood	*Populus deltoides*	Native			15
700	16	Cottonwood	*Populus deltoides*	Native			16
701	14	Cottonwood	*Populus deltoides*	Native			14
702	21	Cottonwood	*Populus deltoides*	Native			21
703	12	Cottonwood	*Populus deltoides*	Native			12
704	12	Cottonwood	*Populus deltoides*	Native			12
705	13/8	Box Elder	*Acer negundo*	Native			21
706	15	Box Elder	*Acer negundo*	Native			15
707	25	Cottonwood	*Populus deltoides*	Native			25
708	20/18/18	Cottonwood	*Populus deltoides*	Native			56
709	17	Cottonwood	*Populus deltoides*	Native			17
710	21	Cottonwood	*Populus deltoides*	Native			21
711	21	Cottonwood	*Populus deltoides*	Native			21
712	18	Cottonwood	*Populus deltoides*	Native			18
713	22/22	Cottonwood	*Populus deltoides*	Native			44
714	17	Cottonwood	*Populus deltoides*	Native			17
715	23	Cottonwood	*Populus deltoides*	Native			23
716	19	Cottonwood	*Populus deltoides*	Native			19
717	22	Cottonwood	*Populus deltoides*	Native			22
718	18	Cottonwood	*Populus deltoides*	Native			18
719	17	Cottonwood	*Populus deltoides*	Native			17
720	12	Cottonwood	*Populus deltoides*	Native			12
721	12	Cottonwood	*Populus deltoides*	Native			12
722	18	Cottonwood	*Populus deltoides*	Native			18
723	19	Cottonwood	*Populus deltoides*	Native			19
724	16	Cottonwood	*Populus deltoides*	Native			16
725	19	Cottonwood	*Populus deltoides*	Native			19
726	16	Cottonwood	*Populus deltoides*	Native			16
727	20	Cottonwood	*Populus deltoides*	Native			20
728	21	Cottonwood	*Populus deltoides*	Native			21

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
729	15	Cottonwood	*Populus deltoides*	Native			15
730	16	Cottonwood	*Populus deltoides*	Native			16
731	16	Cottonwood	*Populus deltoides*	Native			16
732	15	Cottonwood	*Populus deltoides*	Native			15
733	19	Cottonwood	*Populus deltoides*	Native			19
734	21	Cottonwood	*Populus deltoides*	Native			21
735	25	Cottonwood	*Populus deltoides*	Native			25
736	21	Cottonwood	*Populus deltoides*	Native			21
737	27	Cottonwood	*Populus deltoides*	Native			27
738	13	Box Elder	*Acer negundo*	Native			13
739	24	American elm	*Ulmus americana*	Native			24
740	38	Cottonwood	*Populus deltoides*	Native			38
741	20/13/13	Silver Maple	*Acer saccharinum*	Native			46
742	19/17/17/17	Silver Maple	*Acer saccharinum*	Native		70	
743	16	Box Elder	*Acer negundo*	Native			16
744	27/27	Silver Maple	*Acer saccharinum*	Native			54
745	17	American elm	*Ulmus americana*	Native			17
746	36	Cottonwood	*Populus deltoides*	Native			36
747	48	Cottonwood	*Populus deltoides*	Native			48
748	20/15	Cottonwood	*Populus deltoides*	Native			35
749	16	Cottonwood	*Populus deltoides*	Native			16
750	12	Willow	*Salix* spp.	Native			12
751	15	American elm	*Ulmus americana*	Native			15
752	17	Silver Maple	*Acer saccharinum*	Native			17
753	40	Cottonwood	*Populus deltoides*	Native		40	
754	32/32	Cottonwood	*Populus deltoides*	Native		64	
755	25	Cottonwood	*Populus deltoides*	Native		25	
756	32/30/30/15	Cottonwood	*Populus deltoides*	Native		107	
757	50/30/21	Cottonwood	*Populus deltoides*	Native		101	
758	38/24	Cottonwood	*Populus deltoides*	Native		62	
759	42	Cottonwood	*Populus deltoides*	Native		42	
760	40	Cottonwood	*Populus deltoides*	Native		40	
761	16	Box Elder	*Acer negundo*	Native			16
762	25/24	Cottonwood	*Populus deltoides*	Native			49
763	18	Cottonwood	*Populus deltoides*	Native			18
764	15	Cottonwood	*Populus deltoides*	Native			15
765	12	American elm	*Ulmus americana*	Native			12
766	30	Cottonwood	*Populus deltoides*	Native		30	
767	12	Box Elder	*Acer negundo*	Native		12	
768	12	Box Elder	*Acer negundo*	Native		12	
769	12	Box Elder	*Acer negundo*	Native		12	
770	18/17/14/12	Willow	*Salix* spp.	Native			61
771	18	Cottonwood	*Populus deltoides*	Native			18
772	15	Cottonwood	*Populus deltoides*	Native			15
773	26	Cottonwood	*Populus deltoides*	Native			26
774	31	Cottonwood	*Populus deltoides*	Native			31
775	32	Cottonwood	*Populus deltoides*	Native			32
776	21	American elm	*Ulmus americana*	Native			21
777	21	Box Elder	*Acer negundo*	Native			21
778	42	Cottonwood	*Populus deltoides*	Native			42

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
779	38	Cottonwood	*Populus deltoides*	Native			38
780	37	Cottonwood	*Populus deltoides*	Native		37	
781	24	Cottonwood	*Populus deltoides*	Native		24	
782	33	Cottonwood	*Populus deltoides*	Native			33
783	17	Cottonwood	*Populus deltoides*	Native			17
784	17	Cottonwood	*Populus deltoides*	Native			17
785	14	Cottonwood	*Populus deltoides*	Native			14
786	13	Cottonwood	*Populus deltoides*	Native			13
787	12	Cottonwood	*Populus deltoides*	Native			12
788	12	Cottonwood	*Populus deltoides*	Native			12
789	14	Cottonwood	*Populus deltoides*	Native			14
790	18	Cottonwood	*Populus deltoides*	Native			18
791	15	Cottonwood	*Populus deltoides*	Native			15
792	12	American elm	*Ulmus americana*	Native			12
793	15	Cottonwood	*Populus deltoides*	Native			15
794	20	Cottonwood	*Populus deltoides*	Native			20
795	22	Cottonwood	*Populus deltoides*	Native			22
796	19	Cottonwood	*Populus deltoides*	Native			19
797	16	Cottonwood	*Populus deltoides*	Native			16
798	18	Cottonwood	*Populus deltoides*	Native			18
799	12	Cottonwood	*Populus deltoides*	Native			12
800	14	Willow	*Salix* spp.	Native			14
801	17	Cottonwood	*Populus deltoides*	Native			17
802	16	Cottonwood	*Populus deltoides*	Native			16
803	17	Cottonwood	*Populus deltoides*	Native			17
804	18	Cottonwood	*Populus deltoides*	Native			18
805	17	Cottonwood	*Populus deltoides*	Native			17
806	12	American elm	*Ulmus americana*	Native			12
807	12	American elm	*Ulmus americana*	Native			12
808	12	American elm	*Ulmus americana*	Native			12
809	20	Cottonwood	*Populus deltoides*	Native			20
810	21	Cottonwood	*Populus deltoides*	Native			21
811	24/20/18	Willow	*Salix* spp.	Native			62
812	23	Willow	*Salix* spp.	Native			23
813	13/10	Bur Oak	*Quercus macrocarpa*	Native			23
814	14	Bur Oak	*Quercus macrocarpa*	Native			14
815	27	Bur Oak	*Quercus macrocarpa*	Native			27
816	25	Bur Oak	*Quercus macrocarpa*	Native			25
817	16	Black Cherry	*Prunus serotina*	Native			16
818	16/13	Box Elder	*Acer negundo*	Native			29
819	28	Cottonwood	*Populus deltoides*	Native		28	
820	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
821	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
822	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
823	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
824	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
825	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
826	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
827	14	American Elm	*Ulmus americana*	Non-Native		14	

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
828	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
829	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
830	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
831	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
832	17	Siberian Elm	*Ulmus pumila*	Non-Native		17	
833	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
834	18/17/13	Siberian Elm	*Ulmus pumila*	Non-Native		48	
835	20/16/16	Siberian Elm	*Ulmus pumila*	Non-Native		52	
836	13	Box Elder	*Acer negundo*	Native		13	
837	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
838	12	Box Elder	*Acer negundo*	Native		12	
839	12	Box Elder	*Acer negundo*	Native		12	
840	12	Box Elder	*Acer negundo*	Native		12	
841	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
842	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
843	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
844	13	Box Elder	*Acer negundo*	Native		13	
845	12	Box Elder	*Acer negundo*	Native		12	
846	12	Box Elder	*Acer negundo*	Native		12	
847	19/19/16/13	Silver Maple	*Acer saccharinum*	Native		67	
848	17	Box Elder	*Acer negundo*	Native		17	
849	12	Silver Maple	*Acer saccharinum*	Native		12	
850	20/19/15	Box Elder	*Acer negundo*	Native		54	
851	19	Box Elder	*Acer negundo*	Native		19	
852	16	Box Elder	*Acer negundo*	Native		16	
853	12	Box Elder	*Acer negundo*	Native		12	
854	12	Box Elder	*Acer negundo*	Native		12	
855	13	Box Elder	*Acer negundo*	Native		13	
856	20/17/17/17/16/1	Silver Maple	*Acer saccharinum*	Native		99	
857	12	Box Elder	*Acer negundo*	Native		12	
858	12	Silver Maple	*Acer saccharinum*	Native		12	
859	19	Green Ash	*Fraxinus pennsylvanica*	Native		19	
860	18	Green Ash	*Fraxinus pennsylvanica*	Native		18	
861	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
862	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
863	13/12	Siberian Elm	*Ulmus pumila*	Non-Native		25	
864	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
865	18	Siberian Elm	*Ulmus pumila*	Non-Native	50% dead	excl	
866	12	Green Ash	*Fraxinus pennsylvanica*	Native		12	
867	13	Green Ash	*Fraxinus pennsylvanica*	Native		13	
868	20	Green Ash	*Fraxinus pennsylvanica*	Native		20	
869	17	Siberian Elm	*Ulmus pumila*	Non-Native		17	
870	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
871	12	Green Ash	*Fraxinus pennsylvanica*	Native		12	
872	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
873	14	Siberian Elm	*Ulmus pumila*	Non-Native		14	
874	15	Siberian Elm	*Ulmus pumila*	Non-Native		15	
875	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
876	14/13	Siberian Elm	*Ulmus pumila*	Non-Native		27	

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
877	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
878	15	Box Elder	*Acer negundo*	Native		15	
879	24/18	Silver Maple	*Acer saccharinum*	Native		42	
880	12	Silver Maple	*Acer saccharinum*	Native		12	
881	16	Silver Maple	*Acer saccharinum*	Native		16	
882	15	American Elm	*Ulmus americana*	Native		15	
883	12	Silver Maple	*Acer saccharinum*	Native		12	
884	18/15	Silver Maple	*Acer saccharinum*	Native		33	
885	20	American Elm	*Ulmus americana*	Native		20	
886	17	Silver Maple	*Acer saccharinum*	Native		17	
887	12	Box Elder	*Acer negundo*	Native		12	
888	15	Silver Maple	*Acer saccharinum*	Native		15	
889	17	Silver Maple	*Acer saccharinum*	Native		17	
890	13	Silver Maple	*Acer saccharinum*	Native		13	
891	18	Siberian Elm	*Ulmus pumila*	Non-Native		18	
892	16	Silver Maple	*Acer saccharinum*	Native		16	
893	18	Siberian Elm	*Ulmus pumila*	Non-Native		18	
894	16	Silver Maple	*Acer saccharinum*	Native		16	
895	13/12	Siberian Elm	*Ulmus pumila*	Non-Native		25	
896	12	Siberian Elm	*Ulmus pumila*	Non-Native	50% dead	excl	
897	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
898	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
899	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
900	26	American Elm	*Ulmus americana*	Native		26	
901	16/12	Silver Maple	*Acer saccharinum*	Native		28	
902	16	Silver Maple	*Acer saccharinum*	Native		16	
903	16	Silver Maple	*Acer saccharinum*	Native		16	
904	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
905	16	Siberian Elm	*Ulmus pumila*	Non-Native		16	
906	12	Box Elder	*Acer negundo*	Native		12	
907	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
908	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
909	24	Silver Maple	*Acer saccharinum*	Native		24	
910	12	Siberian Elm	*Ulmus pumila*	Non-Native		12	
911	13	Siberian Elm	*Ulmus pumila*	Non-Native		13	
912	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
913	14	Green Ash	*Fraxinus pennsylvanica*	Native			14
914	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
915	13/12/12	Green Ash	*Fraxinus pennsylvanica*	Native	major damage at base		OS
916	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
917	12	Black Cherry	*Prunus serotina*	Native			12
918	13/13	Black Cherry	*Prunus serotina*	Native			26
919	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
920	12	White Mulberry	*Morus alba*	Non-Native			12
921	16/16	Silver Maple	*Acer saccharinum*	Native			32
922	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
923	12	Green Ash	*Fraxinus pennsylvanica*	Native			OS
924	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
925	12	Green Ash	*Fraxinus pennsylvanica*	Native			12

Tree Tag #	Size (" dbh)	Common Name	Scientific Name	Native/Non-Native	Notes	Remove (inches)	Save (inches)
926	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
927	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
928	12	American Elm	*Ulmus americana*	Native			12
929	12	Green Ash	*Fraxinus pennsylvanica*	Native			OS
930	12	American Elm	*Ulmus americana*	Native			12
931	16/15/14/13	Silver Maple	*Acer saccharinum*	Native			53
932	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
933	13	Green Ash	*Fraxinus pennsylvanica*	Native	major internal decay		excl
934	7	Bur Oak	*Quercus macrocarpa*	Native			7
935	12	Green Ash	*Fraxinus pennsylvanica*	Native			12
936	13	American Elm	*Ulmus americana*	Native			13
937	12	Black Cherry	*Prunus serotina*	Native			OS
938	13	Black Cherry	*Prunus serotina*	Native			OS
939	15	American Elm	*Ulmus americana*	Native			OS
940	19/12	American Elm	*Ulmus americana*	Native			31
941	24	Cottonwood	*Populus deltoides*	Native			24
942	22	Cottonwood	*Populus deltoides*	Native			22
					Total Inches:	**2356**	**3261**

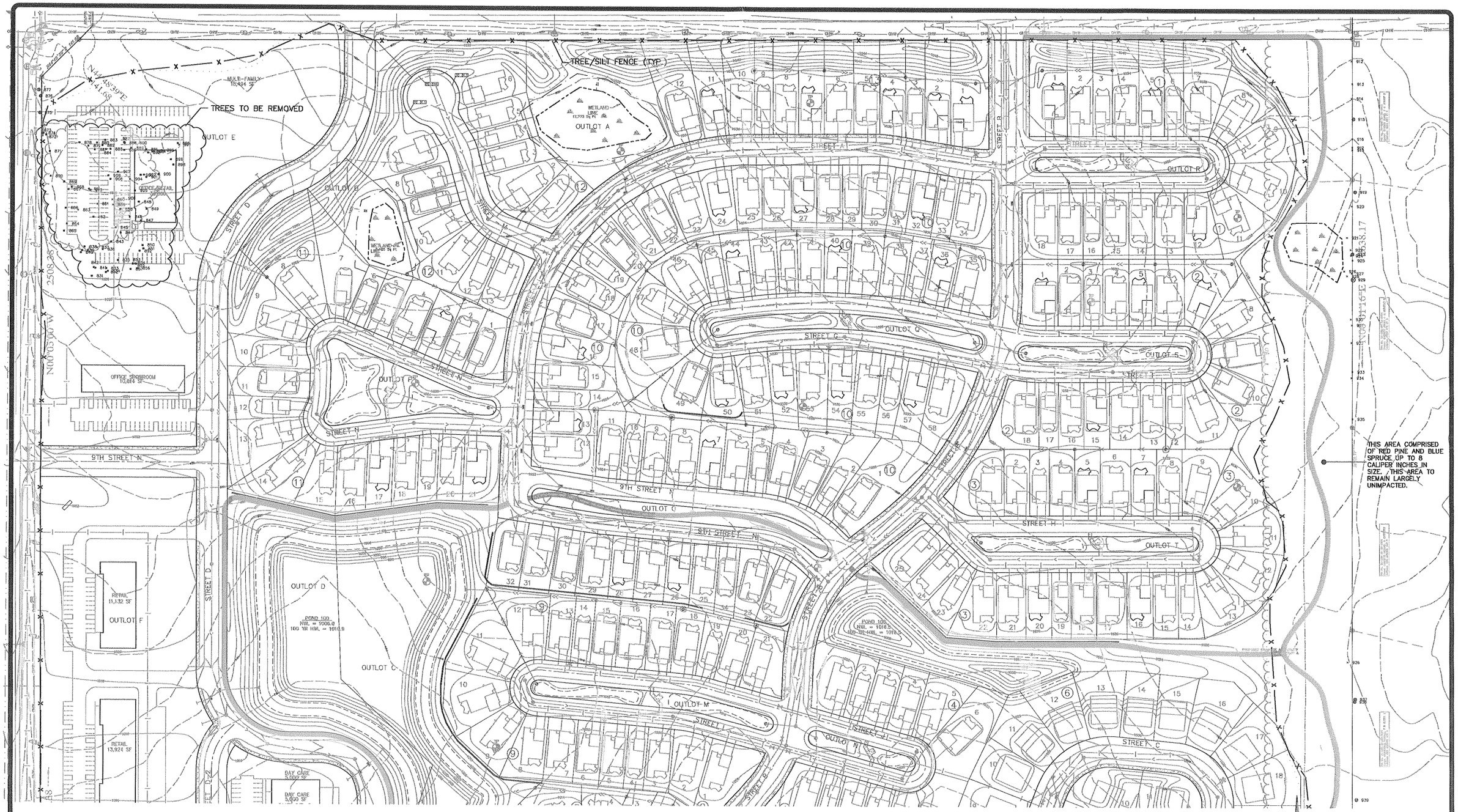
OS=off site (off site trees are excluded from all tree calculations)
excl=dead, dying, or severly damaged or hazard trees are excluded from calculations

Total significant inches on site:	**5617**
Total inches to be removed:	**2356**
Total Inches to be saved:	**3261**
Total Inches allowed to be removed (30% of total inches):	**1685**
Total Inches removed over threshold:	**671**

All trees proposed to be removed fall in the common tree category
Mitigation required:
1/4 inch for every inch removed over threshold: 671/4=168 inches to be mitigated on site

168 inches = 67 2.5" trees or 56 3" trees

Evergreens along the eastern edge of the property are not included in this inventory or these calculations. None of the spruce in this area meet the 8" requirement for significant trees and the majority of the pine do not meet the 8" requirement for significant trees. The majority of this area will not be impacted by development. These trees were planted within the last 15 years likely for commercial purposes as evidenced by the rows, spacing, and tree spade holes.



PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name Jennifer L. Thompson
Reg. No. 44763 Date

Revisions

Date	10-10-14
Designed	jlt
Drawn	jlt

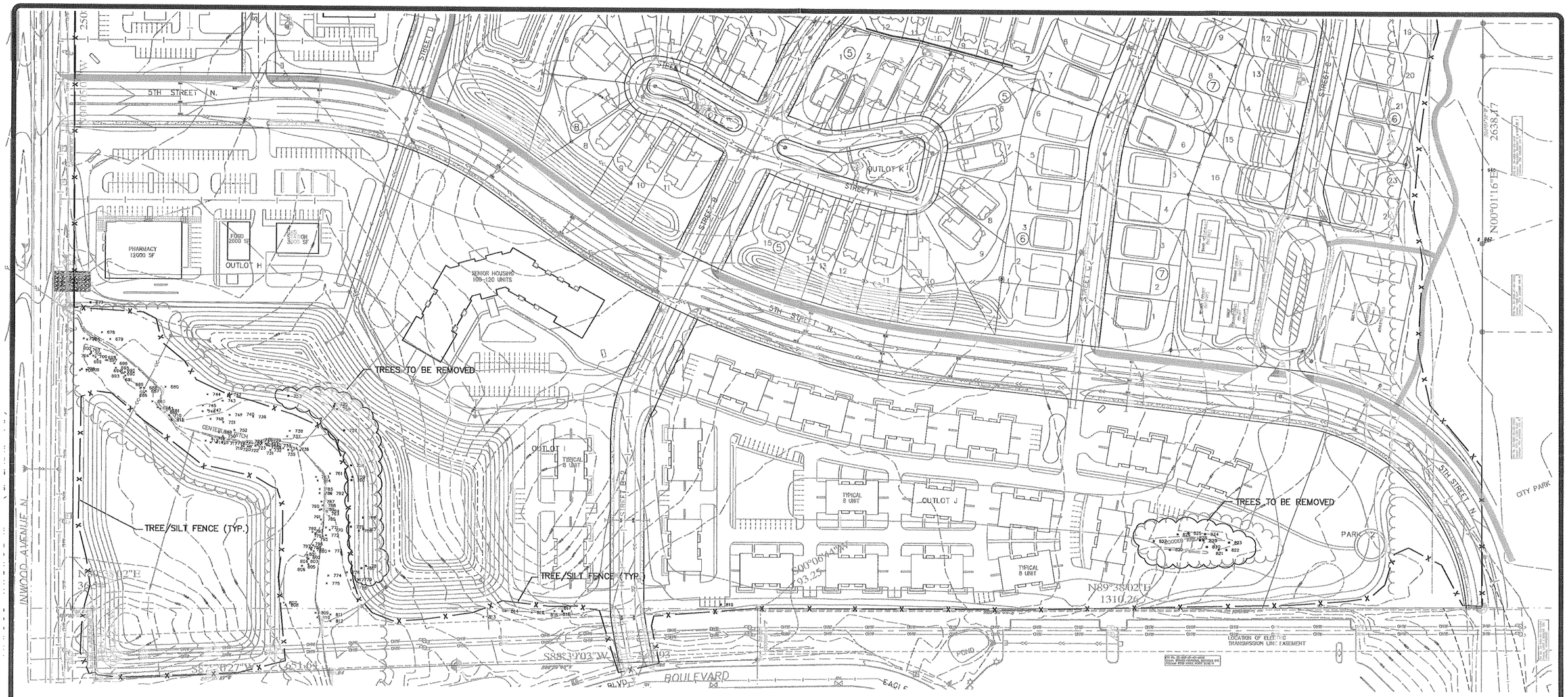
TREE PRESERVATION PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

T1 OF 2

113196



TREE PRESERVATION NOTES

BEFORE LAND CLEARING BEGINS, CONTRACTOR SHOULD MEET WITH THE CONSULTANT ON SITE TO REVIEW ALL WORK PROCEDURES, ACCESS ROUTES, STORAGE AREAS, AND TREE PROTECTION MEASURES.

NO FILL SHOULD BE PLACED AGAINST THE TRUNK, ON THE ROOT CROWN, OR WITHIN THE DRIP LINE AREA OF ANY TREES THAT ARE TO BE SAVED.

NO GRADING, TRENCHING OR PLACEMENT OF EQUIPMENT IS ALLOWED IN THE TREE PROTECTION AREA.

WORK PERFORMED WITHIN THE TREE PROTECTION AREA SHOULD BE DONE BY HAND AND UNDER THE SUPERVISION OF THE CONSULTING ARBORIST.

PRUNING OF OAK TREES MUST NOT TAKE PLACE FROM APRIL 15 TO JULY 15 TO PREVENT THE SPREAD OF OAK WILT DISEASE.

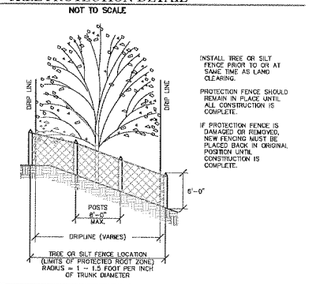
IF WOUNDING OF OAK TREES OCCUR ANYTIME BETWEEN APRIL TO AUGUST, A NON-TOXIC WOUND DRESSING MUST BE APPLIED IMMEDIATELY. (EXCAVATORS MUST HAVE A NON-TOXIC TREE WOUND DRESSING WITH THEM ON DEVELOPMENT SITES).

TREE PROTECTION DETAIL

NOT TO SCALE

TREES TO BE SAVED SHALL BE FENCED OFF WITH BRIGHT ORANGE POLYETHYLENE SAFETY NETTING OR HEAVY DUTY SILT FENCE AND STEEL STAKES AT THE DRIP LINE, OR AS DIRECTED BY THE OWNER'S CONSULTANT.

PROTECTION FENCE WILL HELP INSURE AGAINST DAMAGE BY VEHICLES, COMPACTION OF SOILS AND/OR THE CHEMICAL ALTERATION OF SOILS DUE TO CONCRETE WASHOUT, PAINTS AND LEAKAGE OR SPILLAGE OF ANY TOXIC MATERIALS.



INSTALL TREE OR SILT FENCE PRIOR TO OR AT SAME TIME AS LAND CLEARING.

PROTECTION FENCE SHOULD REMAIN IN PLACE UNTIL ALL CONSTRUCTION IS COMPLETE.

IF PROTECTION FENCE IS DAMAGED OR REMOVED, NEW FENCING MUST BE PLACED BACK IN ORIGINAL POSITION UNTIL CONSTRUCTION IS COMPLETE.

Total significant inches on site:	5617
Total inches to be removed:	2356
Total Inches to be saved:	3261
Total Inches allowed to be removed (30% of total inches):	1685
Total Inches removed over threshold:	671

All trees proposed to be removed fall in the common tree category

Mitigation required:

1/4 inch for every inch removed over threshold: 671/4=168 inches to be mitigated on site

168 inches = 67 2.5" trees or 56 3" trees

× 692 SIGNIFICANT TREE

⊗ 692 SIGNIFICANT TREE-OFF SITE

DENOTES TREE REMOVAL AREAS

TREE PRESERVATION NOTES:

SEE DOCUMENT TITLED "INWOOD TREE INVENTORY" FOR A DETAILED TREE INVENTORY
SEE LANDSCAPE PLANS FOR PROPOSED TREE LOCATIONS

N

0 50 100 200

GRAPHIC SCALE IN FEET

XXX

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name Jennifer L. Thompson
Reg. No. 44763 Date

Revisions

Date	10-10-14
Designed	jt
Drawn	jt

TREE PRESERVATION PLAN

HANS HAGEN HOMES
941 HILLWIND ROAD NE SUITE 300
FRIDLEY, MINNESOTA 55432

INWOOD
LAKE ELMO, MINNESOTA

T2 OF 2

Midwest Natural Resources

October 6, 2014

John Rask
Vice President Land Development
Hans Hagen Homes
941 NE Hillwind Road
Fridley, MN 55432

RE: Tree Inventory/Assessment-East Side of Property
Inwood Ave and 10th St Site, Lake Elmo, Minnesota

Mr. Rask,

As part of the tree inventory completed at Inwood Ave. and 10th St. in Lake Elmo part of the property did not have trees tagged or located. Within the eastern side of the site is an area where Colorado blue spruce (*Picea pungens*) and red pine (*Pinus resinosa*) were planted between the existing agricultural field on-site and the development located east of the property. During the assessment of this part of the property it was noted that these evergreen trees were planted sometime within the last 15 years. A number of tree spade holes were observed throughout the area during the assessment of this area. It is likely this area was used for commercial purposes at one time as an evergreen tree farm for tree-spading larger trees for sale.

The evergreen trees in this area were not tagged and located since these trees for the most part are not of significant size and were likely planted as a tree farm which does not require to be inventoried or located. As part of the proposed development this area may have a minimal amount of tree removal for grading along the edge for the development as well as for a proposed trail. Review of recent aerial photography shows that the trees in this area were planted sometime in the early 2000's. The red pine trees are visible from the 2003 air photo and the spruce trees become apparent in 2006.

The estimated number of red pines and blue spruce growing in this area was determined by counting individual canopies from the 2010 air photo. The estimated number of red pine trees in this area is approximately 300-400 trees that range in size from 5" to 8" in DBH with heights ranging from 14-18'. The estimated number of Colorado blue spruce trees in this area is approximately 500-700 trees that range in size from 4" to 7" in DBH with heights ranging from 12-18'.

If you have any questions regarding this tree inventory/assessment feel to contact me.

Respectfully submitted,
Midwest Natural Resources, Inc.

Ken Arndt
Forest Ecologist/Certified Arborist MN-4033A

DECLARATION OF COVENANTS, CONDITIONS

RESTRICTIONS AND EASEMENTS FOR

THE INWOOD HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION made this ____ day of_____, 2014, by Hans Hagen Homes, Inc., a Minnesota corporation, hereinafter called "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the that certain real estate legally described on **Exhibit A** hereto attached, all which above-described land together constitutes and is hereinafter referred to as the "Property"; and

WHEREAS, the Property is the subject of a proposed residential development, and Declarant intends to improve the Property or portions thereof and any additions thereto from time to time: and

WHEREAS, Declarant desires to subject the Property to this Declaration at this time; and

WHEREAS, the real estate subjected hereby or which subsequently may be subjected to this Declaration and the improvements, including any Common Area, constructed thereon, will require uniform and continuing care and maintenance for the benefit and enjoyment of persons residing in the Property; and

WHEREAS, The InWood Homeowners Association, Inc., a Minnesota nonprofit corporation (hereinafter referred to as "Association"), has been formed as an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the development, to hold title to, maintain and administer the Common Area, to maintain the Landscape Easement Areas, Public Median Areas, and Mailbox Easement Areas, to preserve and enhance the Property, to administer and enforce the covenants and restrictions, to provide certain service to certain Owners; and to collect and disburse the assessments, Ala-carte Fees and charges hereinafter created; and

WHEREAS, the Property, as constituted by this Declaration is exempt from the provisions of the Minnesota Common Interest Community Act (the "Act") pursuant to Minnesota Statutes Section 515B.1-102(e)(2) by reason of having no building containing a dwelling or any agricultural building to be maintained by the Association.

NOW, THEREFORE, Declarant declares that the Property, and such additions thereto as hereafter may be made pursuant to Article XI, Section 5 hereof, is and shall be held, transferred,

conveyed, sold, leased, occupied, and developed, subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property, and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, and the heirs, successors and assigns of each Owner. This Declaration contemplates a general plan for the individual ownership of residential real property estates which include "single family" lots. The purpose of this Declaration is to provide for the maintenance and administration (and in the case of the Common Area, the ownership) of certain defined areas and facilities which benefit the development within and adjacent to the Property. Every conveyance of any part of the Property, or any interest therein, shall be and is subject to these easements, covenants, conditions and restrictions, as follows:

ARTICLE I.
DEFINITIONS

Section 1. The following words when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

A. "Ala-carte Fees" shall mean fees assessed by the Association against Lots whose Owners request and are provided with Ala-carte Lawn Services pursuant to Article VI, Section 6 hereof.

B. "Association" shall mean The InWood Homeowners Association, Inc., a Minnesota nonprofit corporation.

C. "By-Laws" shall mean the corporate By-Laws adopted, from time to time, by the Board of Directors of the Association.

D. "Common Area" shall mean that certain portion of the Property, if any, legally described on **Exhibit C** hereto attached, including all improvements thereon, including common property, and such additions thereto (by way of easement or other grant from Declarant or others) as have been or may be granted to the Association for the common use and enjoyment of the Owners; provided, however, that no Lot shall be included in the Common Area.

E. "Common Area Irrigation" shall mean and refer to the irrigation system on each and all of those certain portions, if any, of the Property depicted on **Exhibit C** hereto attached.

F. "Declarant" shall mean Hans Hagen Homes, Inc., a Minnesota corporation, and its successors and assigns subject to satisfaction of the requirements of Article XI, Section 6 hereof.

G. "Eligible Mortgage Holder" shall mean a holder of a first Mortgage who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said writing has requested the Association to notify it of

any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

H. "FHA" shall mean Federal Housing Administration, Department of Housing and Urban Development.

I. "FHLMC" shall mean Federal Home Loan Mortgage Corporation.

J. "FNMA" shall mean Federal National Mortgage Association.

K. "Landscape Easement Area" shall mean and refer to each and all of those certain portions, if any, of the Property legally described on **Exhibit D** hereto attached, or any such additions thereto (by way of grant from Declarant or other).

L. "Lot" shall mean and refer to a separate platted lot located within the boundary of the Property intended for or containing a dwelling.

M. "Lot Irrigation" shall mean and refer to the irrigation system on the Owner's Lot.

N. "Mailbox Easement Area" shall mean those portions of each Lot lying within five (5) feet of a public right-of-way.

O. "Member" shall mean any person or entity holding membership in the Association as provided in Article III hereof.

P. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

Q. "Mortgagee" shall mean any person or entity named as the Mortgagee under any such Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage.

R. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation.

S. ""Property" shall mean and refer to that certain real property described and defined in Article II and **Exhibit A** attached hereto, and such additions thereto as hereafter may be expressly brought within the jurisdiction of the Association pursuant to Article XI, Section 5 hereof.

T. "Proposed Development Area" shall mean that certain real estate legally described on **Exhibit E** hereto attached.

U. "Public Median Area" shall mean any portion of the public right-of-way which borders the street, curb and gutter improvements adjoining any Lot or Common Area. Public Median Area shall include all center landscape islands.

V. "VA" shall mean Veterans Administration.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Lake Elmo, County of Washington, State of Minnesota, and is more particularly described in **Exhibit A** hereto attached, together with such additional real property as may, in the future, be annexed and made subject to this Declaration pursuant to the terms hereof.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be subject to assessment, and except as herein provided to the contrary, shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a Member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a Member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot.

Section 2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee by assignment, intestate succession, testamentary disposition, foreclosure or mortgage of record, or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee and thereupon the old membership outstanding in the name of the transferor shall be null and void.

Section 3. Voting. The Association shall have two classes of voting membership.

A. Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any

one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to a vote at such meeting, unless such co-Owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded. In the absence of such arrangements, no vote shall be allowed to a Lot with multiple Owners.

B. Class B. The Class B Member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) The twelfth anniversary of the recording of this Declaration.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a Member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE IV.
PROPERTY RIGHTS

Section 1. Easements, Covenants; Amendments. All easements described in this Declaration are permanent easements appurtenant, running with the land, except to the extent explicitly stated in this Declaration to be for the benefit of a particular person or entity. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee, from time to time, of any Lots and on the owner and mortgagee, if any, from time to time, of the Common Area, and their respective heirs, successors, personal representatives or assigns.

Section 2. Drainage and Utility Association Maintenance:

A. Easements For Drainage and Utility. The Property shall be subject to nonexclusive public easements for drainage and utilities as so indicated and described on the recorded plat of the Property.

B. Association Maintenance. The Property shall be subject to nonexclusive easements in favor of the Association for performance of the construction, repair and maintenance responsibilities required pursuant to this Declaration.

Section 3. Owner Easements Over Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which right and easement

shall include, but not be limited to, utility, water and sewer easements, and use and enjoyment of open spaces and all other parts of the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to and together with the following provisions:

A. The right of the Association to pass reasonable rules with respect to the Common Area, for the health, comfort, safety and welfare of persons using same;

B. The right of the Association to suspend the voting rights and right of the use of recreational facilities (if any) situated upon the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration;

D. The rights of the Association and Declarant reserved under Article IV, Section 4 and 5 hereinbelow; and

E. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area to residents of his Lot, including the members of his family, his tenants, or contract purchasers, and the invitees thereof (except that the Board of Directors may restrict or regulate use of recreational facilities by non-residents).

Section 4. Maintenance Easement Over Adjoining Lots. Owners of adjoining Lots shall have reciprocal easements for reasonable access over adjoining Lots for the maintenance and upkeep of walls, fences, buildings, landscape material, grass and other improvements; provided, however, that any damage to an adjoining Lot resulting from such access shall be promptly and fully repaired.

Section 5. Association's Rights.

A. The Association shall have the right to manage, build, reconstruct, repair, maintain and improve (including by way of example, but not limited to, landscaping, to place, maintain, and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; to apply fertilizers and agents for the control of weeds, dandelions and crabgrass; to install and maintain an irrigation system; to install recreational facilities and other structures and improvements, and to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance) the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas.

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 4.A. next hereinabove, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this

Declaration, and provided further, that the mortgage shall have received any prior written approval required by this Declaration.

C. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes necessary or useful for the proper maintenance or operation or the project, subject to any prior written approval required by this Declaration.

D. The Property shall be subject to easements of record on the date hereof and any easements in the Common Areas which may hereinafter be granted by the Association (subject to the approval referred to in the preceding paragraph) to any public or private utilities or governmental bodies for the installation and maintenance of electrical, telephone, cable television and data conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lot or the Common Area.

E. Anything apparently to the contrary notwithstanding, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received any prior written approval specified in this Declaration.

Section 6. Declarant's Rights. Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last Lot is conveyed by Declarant to an Owner other than Declarant, Declarant shall have the right and easement over the Common Area for the construction and completion of improvements and making repairs to improvements (whether on the Common Area or upon other areas of the Property) and the right to maintain and use facilities and signs upon the Common Area, Landscape Easement Area, Public Median Area, and Mailbox Easement Area for the purpose of marketing units, and to invite and escort the public thereon for such purpose. Without limiting the generality of the foregoing, Declarant shall have the right (until the last Lot owned by Declarant is so conveyed), to construct, relocate, remove, and alter improvements on the Landscape Easement Area and the Common Area, including paths, driveways, parking areas, utilities, lighting, walls, fences, Common Area Irrigation and landscaping, and to cut, fill and reshape land contours. In the event of any conflict between the rights of the Declarant and the rights of the Association with respect to the Common Area, Landscape Easement Area, Public Median Area, and Mailbox Easement Area, the rights of the Declarant shall take precedence over the rights of the Association.

Section 7. Non-dedication to Public Uses. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 8. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event any wall, fence or landscaping encroaches (not to exceed 12 inches) upon any part of the Common Area or upon any Lot, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, then a perpetual

easement appurtenant to such encroaching Parcel or Common Area shall exist for the continuance of any such encroachment for so long as the encroachment shall exist.

Section 9. Landscape Easement Area. The Association shall have an exclusive right and easement in and to the Landscape Easement Area, if any, for the purpose of maintaining and preserving the same to uniform and high standards of landscaping and appearance. Such rights shall include, but not be limited to, the right to place, maintain and replace on such area lawns, hedges, trees and other plantings and decorative fences, walls and project signage; to apply fertilizers and agents for the control or weeds, dandelions and crabgrass; to install and maintain an irrigation system; and to adopt reasonable rules regarding the use of such area for the purpose of preserving a neat and well-maintained appearance. No Owner may do any of the following within the Landscape Easement Area without the prior written consent of the Association: change, remove add to or obstruct any landscaping, plantings or improvements maintained by the Association; change land contours; deposit trash, garbage or yard debris; store furniture, vehicles, sporting equipment or other personal property, planters, erect structures, walls, fences, bird baths, sculptures, planters or other objects, either decorative or utilitarian; or interfere with the Association or its agents in the exercise of the Association's rights.

Section 10. Mailbox Easement Area. The Association shall have an exclusive right and easement in and to the Mailbox Easement Areas for the purpose of erecting, maintaining, repairing and replacing uniform mailboxes. The Association shall have the right to determine the design and location of all mailboxes within the Mailbox Easement Areas, and may, in its discretion, cluster mailboxes so that a mailbox may be located on a Lot different from the one it serves. The following shall require the consent of the Association in each instance: changes in design, color or appearance of mailbox; additions to a mailbox; or plantings on or around a mailbox. The Association may specify a standard form of name identification for the mailboxes.

ARTICLE V.
ASSESSMENTS

Section 1. Personal Obligation. Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and hereby agrees to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments and shall include, but not be limited to, hazard and liability insurance for common property, maintenance of lawns and landscaping and other activities of the Association described below in Article VI, and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the common property that must be replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) other assessments provided for in this Article V. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in monthly installments on the first day of each and every month commencing on the

first day of January of each year. Each charge for attorneys' fees of the Association incurred to collect an assessment shall also be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a statement of lien for such assessments shall have been filed in writing with the County Recorder for Washington County, Minnesota. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and the residents of the Property, and to construct, manage, improve, maintain, repair and administer the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the common property that must be replaced on a periodic basis. Such fund shall be maintained out of the regular assessments.

Section 3. Annual Assessments. Until January 1, 2016, the maximum annual assessment shall be at a rate fixed by the Board of Directors, but not to exceed a monthly rate of $110.00 per Lot, not including assessments for common expense insurance premiums under Article IX hereinbelow. Thereafter, the Board of Directors may fix said annual assessments to cover any and all expenses and projected expenses subject to the following limitations:

A. From and after January 1, 2016, the annual assessment may be increased each year by not more than 10% of the prior year's annual assessment (or the rate of increase in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items for Minneapolis-St. Paul ("CHI") as published by the U.S. Department of Labor, if greater than 5%).

B. From and after January 1, 2016, the annual assessment may be increased by more than 10% of the prior year's annual assessment (or the rate of increase in the CHI, if greater than 10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting called for this purpose.

C. The following Declarant's Assessment (hereinafter "Declarant's Assessment") is established as provided hereinbelow:

Notwithstanding anything to the contrary in this Declaration or the By-Laws, any annual or special assessment levied on any Lot or the same assessment assessed against other Lots owned by the Declarant shall be calculated at the rate of twenty-five percent (25%) the assessments provided for in this Article V, excluding the sum of any and all replacement reserves that are part of such assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that

year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, Landscape Easement Areas, Public Median Areas or Mailbox Easement Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Ala-carte Lawn Services, Assessments. Owners electing to have the Association provide the Ala-carte Lawn Services described in Section 6 of Article VI hereof shall pay, as an assessment, the Ala-carte Fee described in such Section 6.

Section 6. Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services. There shall be contributed, on a one-time basis upon the initial sale of each Lot, an amount equal to one (1) month(s) installment of annual assessments. The contribution shall be paid at the time of closing on the sale of the Lot. **This amount is not in prepayment of or substitution for monthly assessments, but is in addition to the regular installments of annual assessments.** The funds shall be deposited into a segregated Association account no later than the termination of the Class B membership. Funds deposited in said account shall not be used to defray any of Declarant's expenses, reserve contributions or construction costs, nor to make up any budget deficits prior to expiration of the Class B memberships. However, upon the closing of the initial sale of a Lot, Declarant may reimburse itself from funds collected from the purchaser at closing for any prior contributions made by Declarant to the working capital fund with respect to that Unit.

Section 7. Application. All of the charges, assessments, dues and fees charged by the Association pursuant to Sections 3, 4, 5 and 6 of this Article V shall be deemed "assessments" to which the terms and provisions of Sections 1, 2 and 9 through 18 of this Article V shall apply.

Section 8. Owner's Maintenance. Each Owner shall be responsible for the upkeep and maintenance of such Owner's residence, garage, driveway, sidewalks, Lot Irrigation, patio and all other areas, features or parts of the Lot to the extent not otherwise maintained by the Association, and each Owner shall maintain the same free of hazardous substances, vermin, cockroaches, pests and debris which may pose a threat to the health or safety of occupants of other Lots. Each Owner shall also be responsible for the maintenance, repair and replacement of each Owner's backyard storm sewer, if any, constructed by the Developer. Every Owner must perform promptly all cleaning, maintenance and repair work within that Owner's Lot, which, if omitted, would affect the Common Area or another Lot or Lots, being expressly responsible for the damages and liabilities that failure to do so may engender. Without limiting the generality of the foregoing, the Association may require an Owner to remove offending landscaping, or to use a professional exterminator, and upon failure of the Owner so to do, Association after reasonable notice may enter the Lot, with an appropriate contractor, and take corrective action, charging the Owner of such Lot for the reasonable cost thereof. An Owner shall do no act nor allow any condition to exist upon their Lot which will adversely affect the other Lots, homeowners or detract from the overall appearance of the Property as a whole. Each Owner shall also be responsible for the maintenance, repair and replacement of the patio fences, walls, or other

screening structures designed for screening, if any, installed on each Lot by the Declarant and the plant material (if any) that the Declarant elects to install adjoining the patio fences, walls or other screening structures, all to the extent the Board in its sole discretion deems necessary and desirable (the "Patio Screening, Fence and Plantings Maintenance"). No Owner shall remove, change, or otherwise alter the patio fences or the plant material (if any) adjoining the fence, walls, or other screening structure without the prior written authorization of the Board of Directors, which the Board of Directors may withhold in its sole discretion. Each Owner of a Lot shall be responsible for the maintenance, repair and replacement of the Lot Irrigation installed by the Declarant. Each Owner must perform promptly all maintenance and repair to the Lot Irrigation, and insure that the Lot Irrigation is run on a regular basis to keep the lawn green, except when there is a governmental imposed ban on lawn sprinkling. Upon failure of the Owner so to do, the Association after reasonable notice may enter the Lot, with an appropriate contractor, and take corrective action, charging the Owner of such Lot for the reasonable cost thereof.

Section 9. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. Rate of Assessment. Annual assessments shall be collected on a monthly basis and special assessments shall be collected as the Board determines. Both annual and special assessments must be fixed at a uniform rate for all Lots except that Lots owned by the Declarant shall be assessed at one-fourth (1/4) the full rate until the first day of the month following the transfer of such Lot to a third party, at which time such Lot shall be assessed the full rate. The Declarant may unilaterally waive and relinquish this reduced rate of assessment prospectively at any time by executing and recording a written waiver to that effect.

Section 11. Surcharges. The Association in accordance with reasonable and uniform standards may add to the assessments for a particular Lot a surcharge for maintenance or utility expenses benefitting that Lot but less than all of the Lot.

Section 12. Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all Lots no later than one month after the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 13. Commencement of Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each Lot for the following fiscal year and shall send written notice thereof to each Owner. The due date for payment of annual assessments

shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following fiscal year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 14. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 15. Nonpayment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eight percent (8%) per annum and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon, and the Association (or any Owner acting in the name and for the benefit of the Association) may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit. There shall be no right of set-off against the Association based upon a failure to provide services or for money owed by the Association to the Owners.

Section 16. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same, and a description of the Lot. Such a notice shall be signed by an officer of the Association, and it or a notice of lien or adverse claim thereof may be recorded in the office of the County Recorder or Registrar of Titles (as applicable) for Washington County, Minnesota. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association shall proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Minnesota. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including interest, costs, and reasonable attorneys' fees. All such interests, costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien also shall be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof.

The Association shall upon written request report to any Mortgagee any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due, provided, however, that such Mortgagee first shall have furnished to the Association written notice of such Mortgage.

Section 17. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or remedies provided in the Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the lien of personal liability for assessments due prior to such sale or transfer of acquisition of premises. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a common expense.

ARTICLE VI.
OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area, if any, Landscape Easement Areas, and Public Median Areas and all improvements thereon (including furnishings and equipment related thereto), and the mailboxes within the Mailbox Easement Areas and shall keep the same in good, clean, attractive and sanitary condition, order and repair, SUBJECT ALSO HOWEVER, to the limitations of the easement rights hereinabove created with respect to the Landscape Easement Area, and to the rights of the public and the City of Lake Elmo with respect to Public Median Areas and Mailbox Easement Areas. Such responsibility may include, but not be limited to, the following: (a) construct, maintain, clean, alter and reconstruct improvements as originally constructed by Declarant or as approved by the Association on the Common Area, Landscape Easement Area, and Public Median Areas, (b) place, maintain, trim, cut, fertilize and replace sod, flowers, shrubs, trees or other plantings (c) maintain, clean, replace and alter recreations structures (if any) (d) maintain and replace and pay for electricity used for all common lighting, signs, wells and irrigation systems on the Common Area, if any, Landscape Easement Areas, and Public Median Areas, (e) construct, maintain and reconstruct mailboxes within the Mailbox Easement Area. The Association shall determine, from time to time, the design and nature of all landscaping and vegetation within the Common Area and Landscape Easement Areas and Public Median Areas, and its formality or informality, and may, for example, choose to leave portions of such areas in a "wild", "natural" or unmowed condition.

Section 2. Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or any entity owned or controlled by the same persons as Declarant, must provide for termination by either party

without payment of a termination fee on ninety (90) days' or less written notice without cause and by either party upon thirty (30) days' or less written notice for cause, and shall have a maximum contract term of three years, but may be renewable by agreement of the parties for successive terms.

Section 3. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise.

Section 4. Hazard and Liability Insurance for Common Property. The Association shall procure fire and extended coverage on insurable common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only), and shall use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable common property including insured improvements. The cost of such insurance shall be assessed as provided in Article V above. First Mortgagees of Lots, jointly or single, may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the common property, and first Mortgagees making such payments shall be owned immediate reimbursement therefor from the Association. The Association is authorized to enter into an agreement in favor of all first Mortgagees of Lots establishing entitlement to such reimbursement.

Section 5. Association Lot Maintenance. The Association shall provide the following maintenance for Lots:

A. Driveways and Sidewalk up to Front Stoop on Lots. The Association, subject to the rights of the Owners of Lots as set forth in this Declaration, shall be responsible for, and be vested with, the removal of snow and ice from driveways and the sidewalk up to (but not including) the front stoop only, to the extent located within the boundaries of any Lot (the "Driveway and Sidewalk Maintenance"). Maintenance, other than snow and ice removal, and replacement of the driveways and sidewalks shall be the responsibility of the Owner and shall not be the responsibility of the Association.

B. Lawn Maintenance for Lots. The Association, subject to the rights of the Lot Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control certain lawn maintenance on all Lots. Such responsibility shall include: cutting turf, trimming turf, and application of fertilizer and herbicide to the turf on Lots according to rules adopted by the Association (hereinafter "Lot Lawn Maintenance").

Section 6. Optional Ala-carte Lawn Service. The Association may provide one or more of the following services if and when requested by such Owners: spring clean-up; fall clean-up; turf edging; plant and shrub herbicide application; tree and shrub trimming; flower bed weeding; mulch replacement; core aeration; gutter cleaning; startup and winterization of Lot Irrigation, and other similar services associated with the maintenance of the exterior yard area; (collectively "Ala-carte Lawn Service"). If the Association offers Ala-carte Lawn Service, the Association Board of Directors shall, in their sole judgment, determine:

A. The services, if any, that shall be included in or excluded from Ala-carte Lawn Service,

B. The vendor(s) that will be selected by the Association to provide the Ala-carte Lawn Service(s).

C. The method of communication with Owners regarding Ala-carte Lawn Service.

D. The billing procedure used by the Ala-carte vendor(s), whether invoiced through the Association or directly to the Owner shall include the date and amount each Owner shall pay for the Ala-carte Lawn Service.

E. The cost for each Ala-carte Lawn Service and the administrative fee, if any, the Association will charge each Owner (collectively "Ala-carte Fee"). Such fee shall be in addition to all other Association fees and assessments, and shall be assessed against the Lot receiving such services.

The Board of Directors shall segregate Ala-carte Lawn Service revenue, if any, from revenue received from Assessments and Special Assessments and Snow and Turf Dues. All Ala-carte Lawn Service expenses including administrative fees shall be paid exclusively from Ala-carte Lawn Service revenue received by the Association. All Ala-carte Lawn Service revenue shall be used exclusively for Ala-carte Lawn Service expenses. The Association shall use all rights to collect delinquent Ala-carte Lawn Service Fees as if such charges were an assessment under Article V herein.

ARTICLE VII.
GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS OF OWNERS

Section 1. Common Area Restrictions. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs be maintained or permitted on any part thereof, except that Declarant reserves the right for itself or its agents during the construction and sales period until the last Lot (including lots subsequently annexed) is sold, to place "for sale", or any other signs on any part of the Common Area.

Section 2. Obstructions. There shall be no obstruction of the Common Area, nor shall anything except construction materials and equipment be kept or stored on any part of the Common Area during the construction period without the prior written consent of the Association or except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 3. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in the Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in

the Common Area or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement or any governmental body. No damage to, or waste of, the Common Area or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused to the Association or other Owners by him or his invitees. No noxious, destructive or offensive activity shall be allowed in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 4. Animals. The Common Area is subject to the right of the Board of Directors to prohibit or restrict pets and other animals from the Common Area by rules adopted or amended from time to time.

Section 5. Structures. The Association may maintain on the Common Area a storage shed(s) to be used by the Association for the storage of lawn maintenance equipment and other common property. The Association may license the erection on the Common Area of temporary party tents for weddings, parties, and the like.

Section 6. Prohibited Structures. No structure, fixture or residential vehicle (except one permanent residence and a storm shelter structure approved by the Association) of a permanent or temporary character, including but not limited to perimeter fences (chain link or wood), sheds, mobile-trailers, camper-buses, tents, or shacks shall be constructed or maintained on any Lot or Common Area. No garage or other building, except a permanent residence, shall be used at any time as a residence or sleeping quarters, either temporarily or permanently. The Board of Directors of the Association, in its sole discretion, may grant a waiver to allow a decorative fence around a patio. In granting a waiver, the Board shall consider the impacts on yard maintenance, views from adjacent properties, and the type of material. In no case shall a waiver be granted for: 1) a fence over four (4) feet in height, 2) a chain link or solid wood fence, 3) a fence in the side or front yard, or 4) a fence that extends around the perimeter of the rear yard.

Section 7. Storage. No furniture, vehicles, sporting equipment or other personal property may be stored on any part of the Common Area without the express written approval of the Board of Directors, which may be withheld without stated reason.

Section 8. Parking of Vehicles. No boats, snowmobiles, trailers, camping vehicles, busses, camper tops, "all terrain vehicles", tractor/trailers, trucks in excess of 9,000 pounds gross weight or unlicensed or inoperable vehicles shall at anytime be stored or parked on any Lot outside of a house or garage or on any part of the Common Area. No vehicle may be parked outside of a house or garage or on any part of the Common Area for more than 7 consecutive days.

Section 9. Wells. No wells may be installed on any Lot or Outlot without the express written approval of the Association.

Section 10. Rules and Regulations. The Board of Directors from time to time shall adopt such other rules and regulations governing the use and enjoyment of the Common Area, Landscape Easement Areas, Public Median Areas and Mailbox Easement Areas as the Board of Directors in its sole discretion deems appropriate or necessary.

ARTICLE VIII.
RIGHTS FOR THE PROTECTION OF FIRST MORTGAGES

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. All eligible Mortgage Holder and any insurer or guarantor of a first Mortgage on a Lot who has advised the Association in writing of its name and address and the address of the Lot covered by such Mortgage, and in said written has requested the Association to notify it of any of the following, will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws, or Articles of Incorporation by an Owner of a Lot subject to a first mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 6 days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

D. Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article.

Section 3. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

Section 4. Liability for Unpaid Assessments. Any first mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale shall not be liable for the unpaid assessments of the Lot which accrue prior to the acquisition of title or possession to such Lot by the mortgage.

Section 5. Certain Amendments: FHLMC Clause. In addition to all other requirements set forth herein, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the first mortgagees of the Lots or their assigns (based upon one vote for each first mortgage owned), and at least seventy-five percent (75%) (or such

higher percentage as is required by law or this Declaration) of the Owners (other than any sponsor, developer, or builder, including the Declarant) of the Lots (based upon one vote for each Lot) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

A. Terminate the legal status of the project (except in accordance with procedures set forth in these Declaration and By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);

B. Use hazard insurance proceeds for losses to any common property other than the repair, replacement or reconstruction of such common property;

C. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of the common property.

D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area (the granting of easements for public utilities of for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer).

Section 6. Certain Amendments: FNMA Clause. In addition to all other requirements set forth herein, the written joinder of Owners representing at least 75% (or such higher percentage as is required by law or this Declaration) of the total allocated votes, and the written consent of Eligible Mortgage Holders representing at least 51% (or such higher percentage as is required by law or this Declaration) of the votes of Lots that are then subject to mortgages held by Eligible Mortgage Holders shall be required to add or amend any material provisions of the constituent documents of the project. A change to any of the following would be considered material:

A. Voting rights;

B. Assessments, assessment liens or subordination of such liens;

C. Reserves for maintenance, repair and replacement of the Common Area, Landscape Easement Area , Public Medians and Mailbox Easement Areas;

D. Insurance or Fidelity Bonds;

E. Reallocation of interests in the Common Area, or rights to their use;

F. Responsibility for maintenance and repair of the several portions of the project;

G. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;

H. Boundaries of any Lot;

I. Convertibility of Lots into Common Area or of Common Area into Lots;

J. Leasing of Lots;

K. Imposition of any right of first refusal or any other restrictions on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;

L. Any provisions that expressly benefit mortgage holders, insurers or guarantors;

M. A decision by the Association to establish self-management when professional management had been required previously by an eligible mortgage holder;

N. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration and By-Laws;

O. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; (except in accordance with procedures set forth in these Declaration and By-laws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the Common Areas which might occur pursuant to any plan of expansion or phased development contained in the original constituent documents).

In each instance of an addition or amendment that is not a material change (such as the correction of a technical error or the clarification of a statement), an Eligible Mortgage Holder who is given a written proposal for such amendment and from whom, no response is received within 30 days after notice of the proposal is given, shall be deemed to have approved such proposal.

Section 7. Termination Not In Consequence of Destruction or Condemnation. When Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property, the Eligible Mortgage Holders representing at least 67% of the votes of the mortgaged Lots must consent to any such action in writing before the action can take effect.

Section 8. Examination of Books and Records. First Mortgagees and holders, insurers and guarantors of first Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

Section 9. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which have or may become a charge against any common property, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the common property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association is authorized to enter into any agreement in favor of all first Mortgages of Lots establishing entitlement to such reimbursement.

Section 10. Distribution of Insurance Proceeds and Condemnation Awards. No provision of the Declaration or By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of first Mortgagees of Lots pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of any portion of a Lot or improvements thereon.

Section 11. Designation of Representative. Any holder of a first Mortgage on a Lot may designate a representative to attend meetings of Members.

Section 12. FHA Approval. So long as there is Class B membership, the following actions will require (i) the prior written approval (or waiver of this requirement) by the FHA, or (ii) the affidavit of Declarant that as of the date of such amendment neither the Project nor any part thereof had been submitted to, or had been given project approval by, the FHA: annexation of additional property, mergers and consolidations of the Association, mortgaging of Common Area, dedication of Common Area, dissolution of the Association and amendment of this Declaration.

Section 13. Modification of Certain Mortgage-Related Sections By Declarant. Notwithstanding anything in this Declaration to the contrary, the Declarant may unilaterally amend Sections 5, 6 and 12 so as to conform to the then-current requirements of FNMA, FHLMC, FHA and/or VA.

ARTICLE IX.
INSURANCE

Section 1. Maintenance of Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance.

A. Workers' compensation insurance (if the Association has eligible employees);

B. Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:

(i) covering events occurring anywhere on the Common Area, the Landscape Easement Areas, and any other areas that are under supervision of the Association, or arising out of or in connection with the use, ownership or maintenance thereof;

(ii) covering, without limitation, legal liability of the Association for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, Landscape Easement Area, and any other areas that are under its supervision, and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;

(iii) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and

(iv) in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, provided that such coverage shall be for at least $1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

C. Such other insurance as the Board of Directors may determine.

D. All such policies must provide that they may not be canceled or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

Section 2. Additional Coverages. In addition and supplement to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Owners to obtain and maintain in force all Common Areas or Association coverages and endorsements required by either the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation for the acceptance of mortgages on Lots, as such requirements are amended from time to time.

Section 3. Proceeds. Proceeds of casualty insurance on the Common Areas and other common property shall be used only for the purpose of rebuilding or functionally replacing damaged improvements.

Section 4. Insurance Premiums. Insurance premiums for any blanket property insurance coverage and the other insurance coverages purchased by the Association shall be common expenses to be paid by assessments levied by the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

Section 5. Fidelity Bonds. The Association shall maintain blanket fidelity bonds for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds shall be required for the agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However,

in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all Lots plus reserve funds. Fidelity bonds required herein must meet the following requirements:

A. fidelity bonds shall name the Association as obligee;

B. the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

C. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a common expense;

D. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 10 days' prior written notice to the Association or to any Insurance Trustee and each Servicer on behalf of FNMA.

ARTICLE X.
EMINENT DOMAIN

Section 1. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed for his Lot, each Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their mortgagees as their interests may appear.

Section 2. Reconstruction. In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association promptly shall cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), the proceeds shall be allocated equally among each Lot, payable jointly to the respective Owners and mortgage holders thereof.

ARTICLE XI.
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association (and of decisions made by the Association pursuant thereto) may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association)

violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and to enforce any lien created by these covenants. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties rights and obligation or another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one entity. No such merger or consolidation, however, shall affect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods or ten (10) years.

Except as elsewhere herein provided, this Declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of each class of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. Certain amendments also require additional approval as specified in the Article VIII.

Notwithstanding the foregoing, however, Declarant shall have the right to amend this Declaration by recording an amendment executed solely by it which recites that it is for the purpose of conforming to requirements or comments of the FHA, until the happening of one of the following events, whichever occurs earliest:

A. the recording of such an amendment evidencing approval by the Federal Housing Administration or the Veterans Administration;

B. the twelfth anniversary of the recording of the Declarations

C. the recording of Declarant's waiver of this right.

In addition to the other requirements for amendment of this Declaration or the By-Laws, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or By-Laws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to annex additional property, to maintain sales and management offices and models, to maintain signs and advertise the project, or to use easements through Common Areas for purposes of constructing improvements or marketing the project, until the last conveyance of a Lot by Declarant to an Owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

Section 5. Annexations. Subject to the Article VIII, additional residential property, may be annexed to the Property with the consent of 75% of the Owners. Additional land, Common Area, and Landscape Easement Area within the Proposed Development Area may be annexed by the Declarant (or in the event that the holder of a Mortgage on land within the Proposed Development Area acquires title to such land by foreclosure or by deed in lieu thereof, then by such holder or its assignee) without the consent of the other Owners or Mortgagees within 12 years of the date of recording of this Declaration, provided that (1) the FHA or VA determine that the annexation is in accord with the general plan of development heretofore approved by them, or (2) Declarant (or such holder) then avers that neither the FHA nor the VA had then approved such a general plan for this development. The Declarant may unilaterally waive or restrict any part of this right of annexation at any time by recording with the County Recorder or Registrar of Titles (as applicable) a written instrument thereof executed by it, except that such waiver or restriction shall not be effective against any land within the Proposed Development Area which is then subject to a mortgage of record unless and until the holder of such mortgage consents to such waiver or restriction in writing. Such annexation shall be accomplished by means of one or more Supplemental Declarations which shall state which portions, if any, of the added land shall constitute Lots, Common Area and Landscape Easement Area, and shall be executed by Declarant (or such holder) and recorded with the County Recorder or Registrar of Titles (as applicable) for Hennepin County, Minnesota. Votes and other rights of Owners shall adhere to the Lots so annexed from and after the date of recording of the respective Supplemental Declarations. Assessments with respect to all Lots added by each respective Supplemental Declaration shall commence on a date fixed by the Board of Directors of the Association no later than 60 days following the conveyance of the first such Lot to an Owner other than Declarant. All intended Common Area improvements in future phases so annexed must be substantially completed within 3 years of annexation. All taxes and other assessments relating to the property added to such annexation and covering any period prior to the Property pursuant to such annexation, must be paid at the time of annexation. All future improvements on property subjected to this Declaration by such future annexation must be consistent in terms of quality of construction with the initial improvements constructed on the Property as originally defined in this Declaration.

Section 6. Successor Declarants. No party (the "Assignee") shall succeed to or be assigned the rights of Declarant hereunder unless (i) such Assignee owns fee title to some portion of the Property and/or the Proposed Development Area, and (ii) an assignment and assumption agreement, executed by the then-current Declarant and the Assignee is recorded pursuant to which the rights and obligations of the Declarant are assigned to and assumed by the Assignee.

Section 7. Notices. Any notice required to be sent to any Member of the Association (or Owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing. In the case of multiple Owners of a Lot, notice to any one of such Owners shall be deemed notice to all.

Section 8. Captions. The Article and Section headings of this Declaration are intended for convenience only and shall not be given any substantive effect.

Section 9. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern. The use of pronouns such as "his", and "him" are for literary purposes and mean whenever applicable the plural and female forms.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Hans Hagen Homes, Inc., a Minnesota corporation, was caused this document to be executed as of the day and year first above written.

Hans Hagen Homes, Inc.
A Minnesota Corporation

By_____
Its_____

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this __ day of _____, 2014, by John Rask, Vice President of Land Development of Hans Hagen Homes, Inc., a Minnesota corporation, on behalf of the corporation.

_____
Notary Public

This instrument was drafted:
Hans Hagen Homes, Inc.
941 N.E. Hillwind Road, #300
Fridley, Minnesota 55432

EXHIBIT A
PROPERTY

EXHIBIT B
LOTS

EXHIBIT C
COMMON AREA

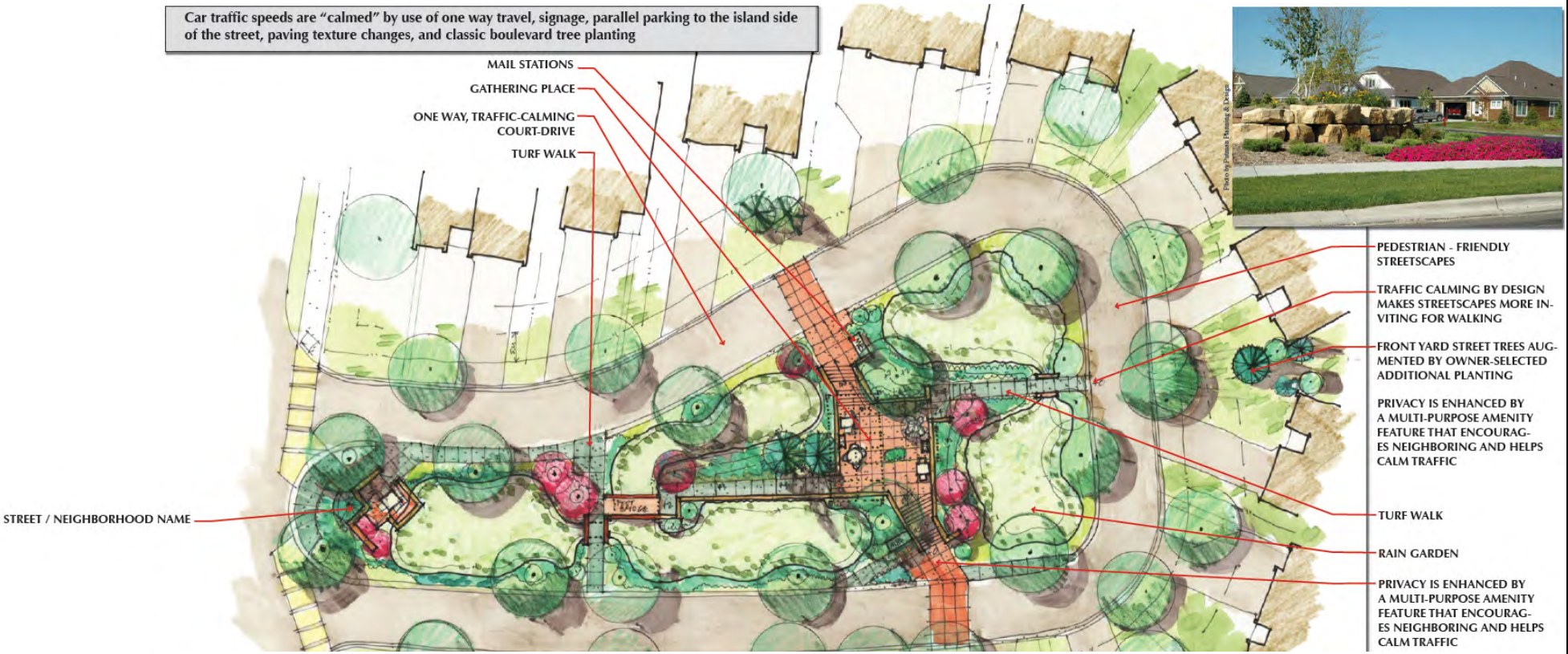
EXHIBIT D
LANDSCAPE EASEMENT AREA

There are no Landscape Easement Areas included in the Property described in the Declaration at this time.

EXHIBIT E
PROPOSED DEVELOPMENT AREA

InWood— Street N Park Concept

29,185 Square Feet



MEMORANDUM

FOCUS ENGINEERING, inc.

Cara Geheren, P.E.	651.300.4261
Jack Griffin, P.E.	651.300.4264
Ryan Stempski, P.E.	651.300.4267
Chad Isakson, P.E.	651.300.4283

Date: November 16, 2014

To: Kyle Klatt, Planning Director
Cc: Nick Johnson, City Planner
From: Jack Griffin, P.E., City Engineer

Re: Inwood – PUD Preliminary Plan Review

An engineering review has been completed for the Preliminary Plan submittal for the Inwood PUD. The submittal consisted of the following documentation prepared by Carlson-McCain and E.G. Rud & Sons, Inc.:

- Inwood PUD Preliminary Plan Set, Sheets 1-25, dated October 10, 2014.
- Revised Inwood PUD Site Plans, Sheets 15 and 16 dated November 6, 2014.
- Preliminary Plat and PUD Application, dated October 10, 2014.
- Stormwater Management Plan dated October 10, 2014.

STATUS/FINDINGS: Engineering has prepared the following review comments:

PRELIMINARY PLAT

- Outlots K, L, M, N, O, P, Q, R, S and T should be dedicated to the City as they reside within the City R/W. A maintenance agreement should be executed to require the Outlot landscape maintenance to be completed by the HOA.
- Per City requirements all storm sewer pipe easements must be a minimum 30-feet in width.
  - Revise easement or storm sewer pipe along Lots 42-45, Block 10.
  - Additional easement is required for the storm sewer pipe between Lots 12 and 13, Block 10 and Lot 11 Block 10. Only 25 feet is provided and the pipe is placed only 5 feet from the property line.
- Additional pipe easement is required between Lots 6 and 7, Block 4 and Lots 9 and 10, Block 7 to accommodate both the proposed watermain and proposed sanitary sewer pipes. With 2 pipes passing between these lots the minimum easement must be 40 feet.
- Revise the Preliminary Plat Building set back lines so that set back lines do not encroach proposed drainage and utility easements.

TRANSPORTATION IMPROVEMENTS

- Access along Inwood Avenue and 10th Street must be reviewed and approved by Washington County. Improvements required by Washington County at the intersections along Inwood Avenue and 10th Street should be the responsibility of the developer and should be incorporated as part of the preliminary plat submittal documents.
- The traffic impact study completed for the development indicates the need for a signalized intersection at 5th Street and Inwood Avenue. Therefore the installation of a signal should be incorporated as part of the

required improvements for the development. The City should consider a cost contribution from the developer for the signal improvements.

- Turn lanes must be added on all interior development streets at the intersections with 10th Street, Inwood Avenue, and 5th Street. Turn lanes must meet state aid standards for a 30 mph design speed, including turn lane length, taper, and lane widths.
    - Street D: Add right turn lane at 10th Street and right turn lane at 5th Street.
    - 9th Street: Add right turn lane at Inwood Avenue.
    - Street B: Add right turn lane at 10th Street and right turn lane at both southbound and northbound intersection with 5th Street.

5TH STREET NORTH: The proposed 2-lane collector parkway street (5th Street) design and geometrics must meet all Municipal State Aid design standards for urban streets (8820.9936) for ADT > 10,000; 40 mph design speed; and must be consistent with the detailed parkway cross section installed throughout the remaining corridor segments and as outlined in the 5th Street Collector Design Guidelines as prepared by City staff.

- The City standard typical sections for 5th Street North must be included as part of the Preliminary Plans. All other 5th Street typical sections must be removed to avoid inconsistencies.
- Access spacing to 5th Street is allowed at 1/8 mile intervals for non-continuous local streets, at ¼ mile intervals for continuous local streets and collector streets, and at ½ mile intervals for streets with higher classification.
    - Access from Street D2 must be removed completely to maintain proper access management.
    - The proposed Park entrance should be removed to maintain proper access management. A new street connection between Streets B and C should be pursued to provide better Park access and internal street circulation.
- The 5th Street horizontal alignment requires a 667 foot minimum horizontal curve to meet state aid design standards for a 40 mph design speed. The preliminary plans show a 407 foot horizontal curve (requires a 30 mph posted curve speed) as the roadway passes Stonegate Park and Bremer Financial Services properties.
    - An engineering review has been requested from the City's Transportation Engineer, SRF Consulting, to identify for the City potential performance impacts for the substandard road.
- The plan indicates a minimum 100 foot R/W as required. However, the Preliminary Plat and Site Plans must be revised to provide a 10 foot utility easement corridor along both sides of 5th Street North as shown in the City standard typical section for 5th Street.
- Right and left turn lanes must be incorporated along 5th Street North per the City design standards to maintain mobility along the Parkway since there is only one travel lane in each direction. Turn lanes must be provided at all full access intersections and must meet state aid standards for a 40 mph design speed, including turn lane length, taper, and lane widths.
- A bituminous trail is shown along the north side and a sidewalk is shown along the south side of 5th Street as required by the City. The trail must be a minimum 10 foot width with 5 foot clear zone and the concrete sidewalk must be a minimum 6 foot width with 2 foot clear zone.
- Additional streetscape amenities are required along 5th Street consistent with the remaining corridor segments and the design standards previously established by the City including a center landscape median, street lighting, and theming elements including banner poles at primary gateway intersections, and white post & rail fencing.

RESIDENTIAL STREETS

- The City standard typical section for residential streets must be placed within the Preliminary Plan set without revisions and including City of Lake Elmo title block. Additional typical sections must detail the entire proposed boulevard including placement of boulevard trees and small utility corridor for City review. Typical street sections must reference each street that the section applies. Additional City review is required once the requested information is provided.
- Street C and Street B should be connected in order to improve circulation and eliminate non-compliant access to 5th Street. This connection would provide improved and safer Park access.

- The Street M cul-de-sac R/W must be the City minimum standard of 60 feet.
- The Street N and Outlot P geometrics must be revised to improve turning radii for emergency vehicle access. The proposed geometrics do not meet City minimum standards and must be revised.
- Street D must be revised to meet the minimum radii of 260 feet for a 30 mph design speed.
- Street D2 must be eliminated to meet minimum access spacing guidelines for 5th Street and to allow for adequate turn lane improvements for 5th Street to Inwood Avenue. Street D2 should serve as a commercial driveway access to Street D only.
- Staff has reviewed the unique street layout for the "Neighborhood" street segments proposed in this preliminary plat and believes the general concept is a workable design. However, there are several design details that must be addressed as the development progresses through the process. Some revisions should be expected.
- A sidewalk should be added along one side of Street M.

GRADING PLAN, STORMWATER MANAGEMENT AND STORM SEWER SYSTEM

- The site plan is dependent upon and subject to a storm water management plan meeting State, SWWD and City rules and regulations. Storm water facilities proposed as part of the site plan to meet SWWD permitting requirements must be constructed in accordance with the City Engineering Design Standards Manual available on the City website.
- The 100-year HWL must be shown on the grading plans for all wetland areas, Stormwater ponds, Infiltration basins and localized grading low points (rear yard catch basin inlets). Existing HWLs must be shown on the grading plans for all wetlands and water bodies.
- Per City requirements, all storm water facilities, including infiltration basins, must be placed in Outlots deeded to the City for maintenance purposes. The Stormwater Facility Outlots must fully incorporate the 100-year HWL, a 10 foot maintenance bench above the NWL and maintenance access roads to the ponds.
    - Add the City required 10:1 maintenance bench around each storm water pond and revise the storm water pond typical detail to include the maintenance bench.
    - Revise grading plans or revise lot lines for Pond 300 to maintain pond HWL and maintenance bench entirely within the Outlot.
    - Revise grading plans or revise lot lines for Pond W1 and W2 to maintain pond HWL within Outlot.
    - Provide Stormwater Pond access approach roadways for each storm water pond using 20 feet minimum width road approaches and 10% maximum grade. Show maintenance access roads clearly on the grading plans.
- Wetlands and wetland buffers must be placed entirely within Outlots. To better protect and manage wetland buffers the City requires all buffers to remain on a dedicated Outlot.
    - Revise Lots 2, 3, 4, and 5, Block 12 to eliminate the encroachment to the Outlot A wetland buffer.
    - Revise Lots 5, 6, and 7, Block 11, and Lots 8, 9, 10 and 11, Block 12 to eliminate the encroachment to the Outlot B wetland buffer.
- The Park 1 Wetland Buffer must be shown on the Preliminary Plat and Site Plans. The proposed trail must be revised to remain outside of the wetland buffer. This may require revisions to Lots 10 and 11, Block 1.
- Infiltration basin 400 is partially within the Xcel Energy Transmission easement area. Provide documentation from Xcel Energy demonstrating permission to construct the infiltration basin as proposed.
- Typical pond section detail – revise to indicate maximum 10 foot depth from NWL, maximum 3:1 slopes below the NWL and 10:1 maintenance bench above the NWL.
- The grading plan indicates significant use of retaining walls. Retaining walls should be placed within private lots to be owned and maintained by the HOA. Retaining walls should be placed on City R/W or Outlots dedicated to the City. Retaining walls should also not be placed within lot drainage and utility easements.
    - Revise retaining walls to place all walls within non-publically owned areas.
    - Maintain minimum 15 feet between storm sewer pipe and retaining walls.
- The storm sewer system shall be designed to maintain the City standard **minimum** pipe cover of 3.5 feet. Storm sewer pipe sizes, rims and inverts were not provided and therefore could not be reviewed.

- Drain tile is required as part of the City standard street section at all localized low points in the street. Drain tile considerations may impact the storm sewer design and depth requirements at low points.
- The maximum allowable curb run along streets without catch basins is 350 feet.
  - Add catch basins along Street A west of Street B to maintain maximum curb run of 350 ft.
  - Add catch basins along Street B near Street K intersection.
  - Add catch basins along Street C north of Park and at intersection with 5th Street.
  - Add catch basins along Street M.
  - Add catch basins at intersection of 9th Street and Street D.
  - Add catch basins along Street D closer to 10th Street intersection. Then place catch basins at least every 350 ft.
  - Move catch basins along Street B2 closer to the 5th Street intersection.
  - 5th Street catch basins must be placed per MSA standards with maximum runs of 350 feet.
- Landscape Plans should be reviewed and revised to keep plantings outside all utility easements, and outside of storm water facility 10 foot maintenance benches and 20 foot access roads.

MUNICIPAL WATER SUPPLY

- The Comprehensive Water System Plan, dated April 2009 requires the placement of Water Tower No. 4 within the area planned as Inwood PUD. The specific site for Water Tower No. 4 must be incorporated within this Preliminary Plat in order to provide adequate water system operations to serve the additional units for this development.
- As an alternative, the developer may dedicate to the City an alternate site for the Water Tower if the alternate site is found to provide similar operational performance for the water system. Soil borings must be taken to verify any site to assure adequate structural support for a Water Tower. The City must verify that an alternative site has been acquired prior to excluding the Water Tower from this Preliminary Plat.
- Site Plan sheets 15 and 16 as revised on November 6, 2014 must be incorporated as part of the Preliminary Plat and Site Plans and must be further amended as described within this memorandum.
- Municipal water service is readily available for the Inwood development proposal. The applicant is responsible to extend municipal water to the development site at developer's cost and to extend 8-inch watermain connection stubs to all adjacent properties for future watermain extensions.
- Watermain pipe oversizing and additional watermain stubs must be incorporated into the development utility plans per the attached pipe oversizing exhibit. Watermain oversizing costs for watermain in excess of the minimum standard 8-inch pipe is paid by the City as a reimbursement addressed within the development agreement.
- More specifically:
  - Extend 12-inch watermain from the City installed 16-inch trunk watermain at the intersection of Inwood Avenue and 10th Street to the end of the Street M cul-de-sac.
  - Oversize the 8-inch pipe to 12-inch pipe along Street M and Street A to connect to Street B.
  - Extend 12-inch watermain from the intersection of Street B and 10th Street to the easterly plat limits at 10th Street.
- The watermain along Street C must be looped to connect to 5th Street to eliminate a long dead end pipe.

MUNICIPAL SANITARY SEWER

- Site Plan sheets 15 and 16 as revised on November 6, 2014 must be incorporated as part of the Preliminary Plat and Site Plans and must be further amended as described within this memorandum.
- Two municipal sanitary sewer connection points are available to serve the Inwood development with various invert and capacity limitations. The applicant is responsible to extend municipal sanitary sewer to the development site at developer's cost and to establish a sewer shed plan that utilizes the various connection points as follows:

- Future 12-inch stub along 5th Street at the north end of the Bolder Ponds development, to be constructed as Bolder Ponds Phase 2. Invert maximum of 999.5. Current sewer plan allocates 276 units to this connection point.
- Connect to the existing 8-inch stub at Eagle Point Boulevard near Bremer Financial Services with Invert 991.00 and 326 maximum REC unit capacity.

- Sanitary sewer pipe oversizing has been incorporated into the development utility plans per the attached pipe oversizing exhibit thereby extending 12-inch pipe from the Bolder ponds development to the intersection of Street B and 10th Street North. Sanitary sewer oversizing costs for sewer pipe in excess of the minimum standard 8-inch pipe is paid by the City as a reimbursement addressed within the development agreement.
- Additional sanitary sewer pipe may be required along Streets E, F, G, H, I, J, and N. The City needs to further review the acceptability of allowing long service stubs underneath the Street Outlots and infiltration areas.

Station #1
3510 Laverne Ave. No.
Lake Elmo, MN 55042
651-770-5006

LAKE ELMO FIRE DEPARTMENT

Station #2
4259 Jamaca Ave. No.
Lake Elmo, MN. 55042
651-779-8882

November 17, 2014

Review of the PRELIMINARY PLAT AND PUD DEVELOPMENT PLANS –INWOOD PUD

Following a review of the packet provided, I have no specific concerns at this time, however, as this moves forward we will need to address the following:

- Hydrant placement.
- Street naming to remain consistent with current program.
- Road access for emergency vehicles:
    - Widths,
    - Center islands
    - Allowed parking on streets

Sincerely,

Greg Malmquist, Fire Chief

LANDSCAPE ARCHITECTURE INCORPORATED

INWOOD – LANDSCAPE ARCHITECTURAL DESIGN REVIEW REPORT
LAKE ELMO, MN

LANDSCAPE ARCHITECTURAL DESIGN REVIEW DATED NOVEMBER 18TH, 2014

REVIEWED PLAN SET DATED OCTOBER 10th, 2014

Required Action Items by INWOOD Project Team

1. Applicant suggests that coniferous trees along eastern boundary were planted as part of a Commercial Nursery Business. Per ordinance 08-077: Article VI – Environmental Performance Standards under 154.257 TREE PRESERVATION, 3 C. ".....The burden of proof shall be on the applicant to provide evidence to support the findings that the trees do not need to be included in this totals.

Please provide this requested information if you feel that in fact this coniferous shelterbelt should be exempt from the tree preservation requirements.

2. Due to the large number of specimen trees located in the existing forest masses at the northwest corner of the site and near the riparian area near the southwest portion of the site we are asking you to take these trees in consideration to preserve and protect these existing natural resources where possible.

Please consider to preserve as many of these existing specimen trees as possible as plans are refined.

SINCERELY,

LANDSCAPE ARCHITECTURE, INC.

STEPHEN MASTEY, ASLA, CLARB, LEED AP BD+C
DIRECTOR OF DESIGN

2350 BAYLESS PLACE • ST. PAUL, MN • 55114
PHONE: 651.646.1020 • EMAIL: STEPHEN@LANDARCINC.COM

Washington County

Public Works Department

Donald J. Theisen, P.E.
Director

Wayne H. Sandberg, P.E.
Deputy Director/County Engineer

November 17, 2014

Kyle Klatt
Community Development Director
City of Lake Elmo
3600 Laverne Avenue North
Lake Elmo, MN 55042

Washington County comments on the concept plan for Inwood Village Preliminary Plat/Plan City of Lake Elmo

Dear Kyle:

Thank you for providing the Inwood Village Preliminary Plans for the property located southeast of the CSAH 10/CSAH 13 intersection in Section 33, Township 29, Range 21 in the City of Lake Elmo. From the project narrative dated October 10, 2014, the proposed site plans and preliminary plats provided, this is the first phase of a four phase residential development. Future commercial/office uses are shown as conceptual and will be defined as building and tenants are identified. The residential uses proposed are 275 single family homes on 102.9 acres. The remainder of the land area will be platted as Outlots for future subdivision platting.

Based on initial review of the narrative, site plan and the proposed uses, the following access points and general intersection layouts should be provided:

- The proposed CSAH 13/5th Street intersection should be designed as a full access intersection with an exclusive southbound left turn lane, a northbound right turn lane, a westbound left turn lane and a westbound right turn lane. Traffic Signals may be necessary at this location in the future, so the intersection should be designed to accommodate a future signal. As noted in the county's comments on the EAW for this project, "*the County will monitor the intersection, however, in case the traffic balancing does not occur and a traffic signal is needed at the intersection, the intersection will be placed on the County's Intersection Control Ranking System Priority list to be funded through the County Capital Improvement Planning Process. Any traffic signal improvements at this intersection will be completed under the County Cost Participation Policy*".

- The Eastern Site Access on CSAH 10/10th Street should be designed as a full access intersection with a westbound left turn lane, an eastbound right turn lane, a northbound left turn lane and a northbound right turn lane. The intersection should be designed to accommodate a possible future traffic signal.

A Washington County Access permit will be required for all new access points on CSAH 13/Inwood Avenue and CSAH 10/10th Street.

Washington County in coordination with the City of Lake Elmo and the City of Oakdale will prepare a Memorandum of Understanding (MOU) for access management along CSAH 13 (Inwood Avenue) and CSAH 10 (10th Street) to provide direction on future access to this development project as well as other developments in the area.

Other comments and recommendations include the following:

- As noted on the comments on the PUD concept plan for this development, the right-of-way requirements for both CSAH 10/10th Street and CSAH 13/Inwood Avenue is 184 feet (92 feet from the centerline of the roadway. Based on the Preliminary Plat dated 10/10/2014, there is approximately 180 feet of full right-of-way along CSAH 13/Inwood Avenue. Along CSAH10/10 Street, there appears to be 60 feet. This should be verified with the surveyor and an additional 32 feet will need to be dedicated and shown on the Preliminary and Final plats.

- As noted on the comments on the PUD Concept Plan for this development, the Washington County Comprehensive Plan 2030, Planned Trail System, does not identify a trail corridor along CSAH 13/Inwood Avenue but does identify a Planned County Trail along CSAH 10/10th Street. Even though CSAH 13 is not identified as a county of regional trail l, there is currently a trail along the west side of CSAH 13 extending from Woodbury to Oakdale. It is important to consider the development of trails on both sides of this CSAH 13/Inwood Avenue since this is an" A" Minor Arterial Roadway in an urban area. We recommend that the city require trails along CSAH 13/Inwood Avenue and CSAH 10/10th Street as part of this development. The city is also encouraged to develop their local trails in the area to connect with the county and regional trail system.

- Washington County's policy is to assist local governments in promoting compatibility between land use and highways. Residential uses located adjacent to highways often result in complaints about traffic noise. Traffic noise from this highway could exceed noise standards established by the Minnesota Pollution Control Agency (MPCA), the U.S. Department of Housing and Urban Development, and the U.S. Department of Transportation. Minnesota Rule 7030.0030 states that municipalities are responsible for taking all reasonable measures to prevent land use activities listed in the MPCA's Noise Area Classification (NAC) where the establishment of the land use would result in violations of established noise standards. Minnesota Statute 116.07, Subpart 2a exempts County Roads and County State Aid Highways from noise thresholds. County policy regarding development adjacent to existing highways prohibits the expenditure of highway funds for noise mitigation measures in such areas. The developer should assess the noise situation and take any action outside of County right of way deemed necessary to minimize the impact of any highway noise.

- All roadway improvements and any grading within County right-of-way will require a Washington County Right of Way Permit.

- All utility connections for the development require Washington County Right of Way permits. Typically, these are the responsibility of the utility companies.

- The developer, city or watershed district must submit the drainage report and calculations for review of any downstream impacts to the county drainage system. Along with the drainage calculations, written conclusions that the volume and rate of stormwater run-off into any county right-of way will not increase as part of the project.

- As noted previously, Washington County, as a part of the Gateway Corridor Commission, is preparing a Draft Environmental Statement (DEIS) for a proposed transitway through the I-94 "Gateway Corridor" from St Paul to the Lake Elmo / Woodbury area. One of the potential stops would be in the general vicinity of this project area near CSAH 13/Inwood Avenue. The transit alternative may have impacts to adjacent roadways which will be dependent on a number of factors that have yet to be determined. The distance of this site from the station location chosen, the location of bicycle and pedestrian connections and the presence of transit supportive uses within the area may compliment this development.

- Finally, the City could consider the following on the site plan:
    - Eliminating Street D2 since it may not be necessary. There could be a private drive with reasonable access off Street D.

Thank you for the opportunity to comment on this PUD concept plan. If you have any questions, please contact me at 651-430-4362 or ann.pung-terwedo@co.washington.mn.us. For permit applications, please contact Carol Hanson at carol.hanson@co.washington.mn.us.

Regards,

Ann Pung-Terwedo
Senior Planner

c: Carol Hanson, Office Specialist

r:\plat reviews\plat review- lake elmo\inwood pud\inwood pud preliminary 11-17-2014.docx

Council Member Bloyer asked what benefit would be gained. Mr. Kriesel said that is what the study is for. The economic development is one claimed benefit. Commissioner Lisa Weik explained some of the other benefits that the project will include and further explained some of the financial breakdown. Traffic lanes and other transportation options were discussed. Council Member Nelson asked about who is doing the study. County Senior Planner Andy Getzlaff explained who would be doing what in regards to the study.

Community Development Director Klatt read letter from business owners along corridor who support the public transportation benefits. Mr. Klatt also explained the Met Council does not see any increase in density due to transit.

Mr. Nelson asked why all four alternatives are listed in the resolution. It was explained that the crossing location will be studied in depth. By leaving the other alternatives in the resolution it allows the most flexibility for future stations. Council consensus was in favor of adding the E3 alternative language. It was clarified that light rail is no longer an option. City Attorney Snyder suggested now is the time that Council should add any language that they want.

MOTION: *Mayor Pearson moved* ***TO ADOPT RESOLUTION 2014-71, TRANSMITTING THE CITY OF LAKE ELMO'S SUPPORT OF THE LOCALLY PREFERRED ALTERNATIVE (LPA) TO THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY, AND THE METROPOLITAN COUNCIL.*** *Council Member Reeves seconded the motion.*

Mayor Pearson wants the E3 alternative language added. Mr. Getzlaff suggested adding city also supports an E3 alternative. **"The City of Lake Elmo would also support an A-B-C-D2-E3 alignment and continued evaluation as part of the Draft EIS."**

Council member Reeves believes there is a benefit for Lake Elmo if the City's requested conditions are met.

MOTION PASSED 5-0.

Council Member Bloyer requested a point of privilege at 8:59 pm. Meeting reconvened at 9:05 pm.

ITEM 16: INWOOD PUD CONCEPT PLAN; RES. NO. 2014-72

Community Development Director Klatt presented the PUD proposal by Inwood 10, LLC. Concept plan includes a mixed-use planned development consisting of 157 Acres including 273 single family residential lots, 144 townhomes, 150 multi-family units, 120 senior townhouse units and approximately 68,814 sq. ft. of commercial/office uses. Mr. Klatt explained the Planning Commission conditions of approval updates.

Council discussed Condition #20 regarding the western placement of the trails, Condition #18 regarding prohibiting multifamily north of 5th street, and Condition #19 regarding sidewalks in cul-de-sacs. The Council consensus is to have those conditions re-evaluated as to whether they are necessary.

Council Member Smith stated that she had not received this item in her packet. Mr. Klatt explained the number and type of units included in proposal. The density numbers were explained. It was noted that the northwestern 150 multifamily units would be eliminated and revert back to commercial. Mr. Klatt also explained the PUD was being sought for more flexibility in design.

Pam Morreale, 785 Jasmine Ave. N., read letter from neighbor Tom Fitzgerald (877 Jasmine Ave. N.), who could not attend meeting. He requested that the council deny the PUD based on the density. He also demanded that the city rewrite the comprehensive plan. Ms. Morreale read the petition that Stonegate submitted to the Planning Commission.

John Rask from Hans Hagen Homes presented the proposed development.

Wayne Prowse, 697 Julep Ave. N., spoke about preserving the Lake Elmo heritage by denying development that does not fit the character of the City.

Nancy Andert, 697 Julep Ave. N., spoke about the impact on the Stonegate neighborhood. Requested that council deny PUD.

Michael Lancette, 832 Jasmine Ave. N., spoke in opposition to the PUD. He also identified specific issues he had with some of the conditions of approval.

Curt Montieth, 331 Julep Ave. N., asked if council had enough time to review the proposal. Council clarified that they had received the info along with the Planning Commission and Park Commission meetings.

City Administrator Zuleger explained staff's efforts to work with Mr. Montieth on the park issue.

Planning Commissioner Tom Kreimer, 772 Jewel Ave. N. and Stonegate resident, asked council to deny the request.

Planning Commissioner Kathleen Haggard, 12154 Marquess Ln. N., spoke about how the whole Stonegate neighborhood should have been notified.

Greg Milner, 9073 9th St. N., spoke about his concern about the density and the 100 foot buffer.

Planning Commissioner Jill Lundgren, 8282 Hidden Bay ct. N., took issue with the packet delivery. She does not believe the amount of time is not enough. Asked the council to deny proposal.

David Heinrichs, 781 Jewel Ave. N., asked the council to reconsider the pace of growth.

Council Member Bloyer noted that the city has to pay for the infrastructure in the ground.

Ann Bucheck, 2361 Legion Ave. N., agrees with the petition and urged Council to deny the PUD.

Fred Pomeroy, 687 Jewel Ave. N., opposed to PUD. He thinks that a builder will come back with a better product if they were forced to.

Ben Roth, 10819 3rd St. Pl., asked that council send the developer back "to the drawing board"

MOTION: *Mayor Pearson moved* ***TO ADOPT RESOLUTION 2014-072, APPROVING THE INWOOD PUD GENERAL CONCEPT PLAN.*** He withdrew his motion.

Council Member Smith presented the REC units previously mandated under the MOU and the new figures now that the MOU is no longer in effect. She suggested that the city reevaluate the density numbers. Mr. Klatt explained the comp plan and density.

Council Member Reeves noted that the developments Lake Elmo has approved have all been at the lower end of density figures. He and the mayor believe that it is important to have greater diversity in type of development. The current proposal is only 66% of the maximum density.

Mr. Zuleger explained staff efforts on managing the traffic issues on Inwood and 10th.

Mayor Pearson noted that the developer is following the approved land use plan. The Council clarified and discussed the proposed density. The overall density is 3.4 units per acre. Low density range is 2.5 to 4.0 units per acre.

Mayor Pearson expressed his desire for further consideration of conditions #19(sidewalks) and #21(designer lots). City Attorney Snyder explained the legal status of the proposal. It was further explained that the preliminary plat may contain different final densities when submitted, but it will be within the approved range. Council consensus was to direct the Planning Commission give further consideration of conditions #19 and #21.

Motion: *Council Member Bloyer moved* ***TO ADOPT RESOLUTION 2014-072, APPROVING THE INWOOD PUD GENERAL CONCEPT PLAN, WITH ALL THE PROVISIONS DISCUSSED.*** *Council Member Reeves seconded the motion.*

Council Member Nelson acknowledged that the proposal is not perfect, but it is a great product and will be good for Lake Elmo. Council Member Smith wishes the numbers were lower but she likes Hans Hagen product. Council Member Bloyer noted that the city needs to play by the rules that are in place. Council Member Reeves is happy this builder is in Lake Elmo and this development can be something special. Council discussed density ranges versus set density numbers. Mr. Bloyer asked for the last comp plan that was approved when the city moved to ranges provided to council.

MOTION PASSED 4-1 (SMITH – NAY)

Council Member Smith explained she is not against developer or project but wants the parties to work together.

Meeting recessed at 11:29 pm. Meeting reconvened at 11:34 pm.

ITEM 17: BOULDER PONDS PRELIMINARY PLAT AND PRELIMINARY PUD PLAN; RES. NO. 2014-73

Community Development Director Klatt presented the Boulder Ponds PUD. The proposal consists of a 162-unit planned residential development on a 58.3 acre parcel. There will be 98 residential lots in 2 phases. There will be future multi-family units. Mr. Klatt explained the reason for the PUD, which mainly includes a couple of smaller lots and homes set closer together. Council Member Reeves noted that the proposal was at 61% of the maximum density.

Deb Ridgeway of OP3 Boulder Ponds Excelsior Group was available for questions. There were none.

MOTION: *Council Member Reeves moved* ***TO ADOPT RESOLUTION NO. 2014-73, APPROVING THE BOULDER PONDS PRELIMINARY PLAT AND PRELIMINARY PUD PLAN SUBJECT TO 12 CONDITIONS OF APPROVAL.*** *Council Member Smith seconded the motion.*

Some of the engineering department and fire department concerns were noted.

MOTION PASSED 5-0.

ITEM 18: VILLAGE PARK PRESERVE PRELIMINARY PLAT; RES. NO. 2014-74

Community Development Director Klatt described the proposed development by GSWA. The proposal consists of a 104-unit residential subdivision on a 63.6 acre parcel. Mr. Klatt explained the critical issues that are still pending. Stormwater management is a large issue. The street light impact fee was noted. Stormwater and regional retention was discussed. The impact these developments will have on the village was discussed. The proposed developments will actually be part of the solution for stormwater management.

The park dedication was discussed. Mr. Klatt noted that because the developer has another project in the Village planning area they are looking to receive credit for one applied to other.

Dave Gonyea noted that the additional infiltration and screening will be an option if the southern 4 homes on west side of the parkway are removed.

Planning Commissioner Kathleen Haggard, 12154 Marquess Ln. N., spoke in opposition to development. She wants a grander entrance and additional landscaping. It was agreed that Gonyea could "dress up" the entrance a bit and possibly put an island back in the plans.

MOTION: *Mayor Pearson moved* ***TO ADOPT RESOLUTION NO. 2014-74, APPROVING THE VILLAGE PARK PRESERVE PRELIMINARY PLAT SUBJECT TO 13 CONDITIONS OF APPROVAL.*** *Council Member Nelson seconded the motion.* ***MOTION PASSED 5-0.***

ITEM 19: HUNTERS CROSSING FINAL PLAT; RES. NO. 2014-75

Community Development Director Klatt presented an overview of the proposed development by the Ryland Group. The proposal consists of a 51-unit residential subdivision on a 23 acre parcel and includes 22 single family lots. The phasing and design of 5th Street, access to the development, and landscaping was addressed. City Administrator Zuleger noted that the City has been working on this project for 14 months. What "half the road" means was further explained.

Kyle Klatt

From: Jack Griffin <jack.griffin@focusengineeringinc.com>
Sent: Monday, November 24, 2014 2:25 PM
To: Kyle Klatt
Subject: Inwood PUD - 5th Street Improvements and Transportation Engineering Review Findings

Kyle,

The City's Transportation Engineering Consultant, SRFwas asked to review the 5th Street design elements for the Inwood PUD. As of November 24th the review report is not yet available, however in speaking with the review engineer I was able to obtain a verbal summary of the major review findings. I have summarized these findings below with recommendations for plan modifications:

1. Eliminate access to 5th Street at Street D2. Traffic operations are expected to be negatively impacted with this non compliant access and the Street D full-access is expected to adequately serve the adjacent parcels.
2. Eliminate the right-in only access along 5th Street located opposite the Street D2 access. Traffic operations are expected to be negatively impacted with this non compliant access and the Street D full-access is expected to adequately serve the adjacent parcels.
3. Eliminate access to 5th Street at Street C east (Park Access). Recommended park access would be from Street C west with additional street segment connecting Street C west and Street C east along south edge of Lots 5 and 16, Block 7.
4. A traffic control improvement (traffic signal or roundabout) will be necessary at the 5th Street / Inwood Avenue intersection prior to full build-out.
5. Stripe the westbound approach at the Inwood Avenue / 5th Street intersection for a left turn lane and a right turn lane. Align westbound approaching traffic with the striped left turn lane. The additional available pavement width could be utilized later for a duel left turn and single right turn lane configuration under traffic signal control. A duel left turn configuration is not recommended under side-street stop control.
6. Horizontal curvature as it passes Stonegate Park and Bremer Financial Services.
    - Preferred option: Provide the minimum guideline 667 foot radius horizontal curve as it passes Stonegate Park and Bremer Financial Services to maintain a uniform roadway speed to improve both safety and reduce emissions.
    - Acceptable option: Allow substandard design speed horizontal curve with 407.86 foot radius. To maintain State Aid standards the curve must have advanced advisory speed notice for 30 mph curve.
    - Additional option under review (findings pending): Allow substandard design speed horizontal curve with 407.86 foot radius and require superelevation to increase roadway design speed to 35 mph or 40 mph.
7. 5th Street design modifications are needed to align with the City standard typical section.
    - Provide a 10-foot utility easement along both sides of the 5th Street R/W per the City standard typical section.
    - Provide 18-feet wide through lanes, curb face to curb face (plan shows 17.7 feet).
    - Provide 2 foot minimum trail clear zone (plan shows 1.67 foot clear zone at turn lane sections).
    - Provide 2 foot minimum sidewalk clear zone (plan shows 1.67 foot clear zone at turn lane sections).

- Provide landscaping and theming elements for 5th Street section (currently not included in landscaping plans).

Thanks ~Jack

John (Jack) W. Griffin, P.E.
Principal / Sr. Municipal Engineer

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Community Development Department
1584 Hadley Avenue North
Oakdale, MN 55128

November 20, 2014

Kyle Klatt
Community Development Director
City of Lake Elmo, MN
3800 Laverne Avenue North
Lake Elmo, Minnesota 55042
(VIA EMAIL)

RE: InWood Preliminary Plat and PUD Development Plans

Dear Mr. Klatt:

Thank you for providing the InWood preliminary plat and PUD development plans for the City of Oakdale's review. We would like to comment on the following items:

- The City of Oakdale does not support restricted access on Inwood Avenue at Oak Marsh Drive and 9th Street North. We understand that Inwood Avenue is a Washington County road; however, the access restrictions are being proposed as a consequence of the proposed InWood development. Any proposed access restrictions must be considered via an open process with significant stakeholder input.
- The city would like to encourage the development of a trail along the east side of Inwood Avenue. This will provide greater trail connections in the area, particularly to the planned Gateway Bus Rapid Transit line.

We appreciate the opportunity to review and comment on the proposed development adjacent to our city boundary and look forward to working with the city of Lake Elmo and Washington County as the proposal moves forward.

Sincerely,

Emily Shively
City Planner
City of Oakdale
(651)730-2720
emily@ci.oakdale.mn.us

Cc: Ann Pung-Terwedo
Senior Planner
Washington County
11660 Myeron Road North
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(VIA EMAIL)

Bob Streetar
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