PASTURE HEIGHTS
CERTIFICATES

CERTIFICATE OF DEDICATION

Mabel Baudler, an unremarried widow; Carl Robert Baudler and Katherine D. Baudler, his wife; Richard C. Baudler and Bernice Baudler, his wife; Lucille Baudler, a single person; Russel W. Robinson and Marian B. Robinson, his wife; and William J. Baudler and Katherine E. Baudler, his wife, owning all of the following described premises in the City of Austin, Minnesota, to-wit:

Starting at the northeast corner of Block 2, Cedar View Addition, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota; thence north 00° 27'12" west 55.00 feet on a northerly extension of the east line of said Block 2, on an assumed bearing, to a point which is hereinafter called the point of beginning;

thence south 89° 10'48" west 110.00 feet;

thence north 00° 22'25" west 205.74 feet;

thence south 89° 10'48" west 160.50 feet, to a point which is 253.0 feet east of the west line of the SE¼ Section 34 - T103N - R18W;

thence north 00° 22'25" west 255.00 feet, on a line parallel with the west line of said ¼ section, to the southerly right-of-way line of Interstate Highway No. 90;

thence northeasterly on the southerly right-of-way line of said Interstate Highway as follows:

north 88° 50'35" east 37.86 feet, to the point of beginning of a curve;

northeasterly 320.42 feet on a tangential curve concave to the northwest, with a radius of 431.97 feet, a chord bearing of north 67° 35'35" east, and through a central angle of 42° 30'00", to the end point of said curve;

north 46° 20'35" east 40.17 feet on the tangent to said curve at said end point, to the point of beginning of a curve;

northeasterly 43.71 feet on a tangential curve concave to the southeast, with a radius of 268.31 feet, a chord bearing of north 51° 00'35" east, and through a central angle of 09° 19'59";

north 86° 32'35" east 558.86 feet on a nontangential line to a point in the Cedar River;

thence south 01° 26'58" west 333.72 feet, to the point of intersection with a southeasterly extension of the northeasterly line of Lot 8, Block 3, Cedar View Second Addition, as the same is platted and recorded in the office of the County Recorder of Mower County, Minnesota;

thence north 81° 48'26" west 42.76 feet to the northeast corner of said Lot 8;

thence north 81° 48'26" west 200.24 feet on the northeasterly line of said Lot 8 and its northwesterly extension, to the most northerly corner of said Cedar View Second Addition;

thence southwesterly on the northwesterly line of said Cedar View Second Addition as follows:

southwesterly 50.71 feet on a nontangential curve concave to the northwest, with a radius of 47.00 feet, a chord bearing of south 39° 05'47" west, and through a central angle of 61° 48'26", to the end point of said curve;

south 70° 00'00" west 174.91 feet on the tangent to said curve at said end point, to the point of beginning of a curve;

southwesterly 276.05 feet on a tangential curve concave to the southeast, with a radius of 396.00 feet, a chord bearing of south 50° 01'45" west, and through a central angle of 39° 56'30", to a point of compound curve;

southerly 93.72 feet on a curve concave to the southeast, with a radius of 176.00 feet, a chord bearing of south 14° 48'09" west, and through a central angle of 30° 30'42", to the end point of said curve;

south 00° 27'12" east 6.28 feet, on the tangent to said curve at said end point, to the point of beginning;

being part of the NW¼ SE¼ Section 34 - T103N - R18W, and containing 7.72 acres.

have caused the above described premises to be surveyed and platted as shown hereon, to be known as PASTURE HEIGHTS, and do hereby donate and dedicate to the public for public use forever the thoroughfares appearing hereon; and also the utility easements appearing hereon for the use of the municipality or other public utilities, for the installation and maintenance of facilities installed in and over said easements to serve adjacent or other premises in the vicinity.

Witness our hands this 8TH day of March, 1980.

Mabel Baudler

Lucille Baudler

Carl Robert Baudler

Russel W. Robinson

Katherine D. Baudler

Marian B. Robinson

Richard C. Baudler

William J. Baudler

Bernice Baudler

Katherine E. Baudler

STATE OF MINNESOTA)
) SS
COUNTY OF MOWER)

The foregoing instrument was acknowledged before me this 8TH day of March, 1980 by Mabel Baudler, an unremarried widow; Carl Robert Baudler and Katherine D. Baudler, his wife; Richard C. Baudler and Bernice Baudler, his wife; Lucille Baudler, a single person; Russel W. Robinson and Marian B. Robinson, his wife; and William J. Baudler and Katherine E. Baudler, his wife.

Mary Kay Osmonson
Notary Public
Mower County, Minnesota
My Commission Expires _____

MARY KAY OSMONSON
NOTARY PUBLIC—MINNESOTA
MOWER COUNTY
My Commission Expires Nov 18 1980

SURVEYOR'S CERTIFICATE

I, John H. Schulte IV, a duly registered land surveyor, do this 14th day of March, 1980, by these presents, certify that the plat hereon is a correct representation of the survey thereof, that all distances are correctly shown on said plat, that all monuments have been correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat, that all public highways located before the platting are correctly located and designated hereon, and that there are no wet lands to be designated in accordance with Section 505.02 of 1965 Minnesota Statutes, except as shown on the plat.

John H. Schulte IV
Registered Land Surveyor
Minnesota Reg. No. 13807

STATE OF MINNESOTA)
) SS
COUNTY OF FREEBORN)

The foregoing instrument was acknowledged before me this 14th day of March, 1980, by John H. Schulte IV.

DOROTHY J. STEINKE
NOTARY PUBLIC—MINNESOTA
FREEBORN COUNTY
MY COMMISSION EXPIRES MAR. 2, 1986

Dorothy J. Steinke, Notary Public
Freeborn County, Minnesota
My Commission Expires March 2, 1986

RESTRICTIVE COVENANTS

1. Use:
(a) The whole of said platted area is hereby designated as a residential area.
(b) In said residential areas, structures on each residential building plat shall be confined to one single-family dwelling house, with a private garage for not more than three cars.
(c) Said residential area shall be used for residential purposes only.
2. Location of Buildings as to Residential Area:
(a) No building shall be located on any residential building plot nearer to the street line than thirty feet or nearer to any side line of a residential building plot than five feet.
3. Style and Floor Space as to Residential Area: No dwelling house shall be smaller than the so-called low-roof bungalow design, or ranch type design. Stairways to the second floor must be constructed in all dwelling houses of 1 1/2 stories or more. All dwelling houses shall have for living area only, exclusive of porches, garages or terraces, the following space area:
(a) If a low-roof bungalow or ranch type dwelling, at least 1400 square feet on the ground floor.
(b) If 1 1/2 stories, ground floor space of at least 1200 square feet.
(c) If 2 stories, at least 1000 square feet on the ground floor and a total of at least 1850 square feet; and the upstairs of each two-story dwelling must be finished before occupancy.
4. Siding as to Residential Area: The outside surface of all buildings shall be composed of brick, stone, stained shingles, woodlap, stucco, or other type of siding approved by good building trade standards.
5. Building Time as to Residential Area: All external construction of any dwelling house or garage must be completed within one year after construction has begun.
6. Unauthorized Residence or Church as to Residential Area: No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said premises shall at any time be used as a residence or as a church, temporarily or permanently, and no structure of a temporary character shall be used as a residence or as a church. No structure shall be greater than two stories exposed above grade.
7. Construction on Site: No buildings shall be moved upon said premises. All buildings must be erected on the building site.
8. Land Use:
(a) Yard fencing is prohibited; however, privacy screens at patios, decks, etc. are allowed and shall be designed to be compatible with the dwelling. The size of the patios, decks, etc. may not exceed 80% of the ground area covered by the dwelling and are subject to setback requirements.
(b) Swimming pools, hot baths, etc. are allowed and must be installed and fenced as per City of Austin requirements. Related equipment and bath houses to match dwelling.
(c) All land and water recreational vehicles motorized or non-motorized, and equipment shall be stored in the garage/storage structure compatible with the residential dwelling.
9. Utilities Easements: Easements for the installation and maintenance of electric and telphone easements are reserved upon those portions of the platted property designated on the plat as such, and no buildings or similar obstructions shall be placed upon the property included in such easements, and all electric and telephone conduits, cables and wires shall be buried underground. Any outside heat pump, air conditioner device or other service facility requiring installation above ground level shall be adequately screened or covered from view.

RESTRICTIVE COVENANTS (continued)

10. Utilities Service Lines: All electric and telephone conduits, cables and wires which shall serve any residence, building or other structure located upon the platted area or any portion thereof shall be buried underground.
11. Benefit: Those restrictions shall run with the land and shall be for the benefit of any owner or any portion of any block in said addition.
12. Approval of Plans: For the purpose of further insuring the development of the lands so platted as an area of high standards, the subdividers, same persons designated as owners in the Dedication Certificate hereinafter referred to as subdividers, reserves the power to control the buildings, structures and other improvements placed on each lot as well as to make exceptions to the above restricted covenants and restrictions as the subdividers or committee herein designated shall deem necessary and proper. Whether or not provisions therefor is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Committee hereinafter provided. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alterations in the exterior appearance of the buildings or structures shall be made without like approval. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within 30 days after written request therefor, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.
13. Committee: The Subdividers shall appoint one or more persons to the Committee herein referred to and any successor Committee or Committees shall be appointed by the Subdivider their heirs and assigns. After all of said lots in the said plat have been sold by the Subdivider or on May 1st, 2000, which ever event occurs first, all privileges, powers, rights, and authorities shall be terminated of the Subdivider pertaining to approval of modifications or plans of these restrictive covenants and restrictions.

That Richard C. Baudler shall act as the Committee pertaining to the approval of any plans, exceptions or modifications relating to the same or to any restrictive covenants or restrictions and in his absence, William J. Baudler may act as the Committee.

The said Richard C. Baudler and William J. Baudler, who shall act in his absence shall continue to serve until a successor is appointed and designated by a majority of the owner/subdividers their heirs and assigns.

14. Duration: The Utilities easements herein shall be perpetual except insofar as they may be surrendered or modified by the legislative authority of said City of Austin. The other restrictions herein shall remain in force to May 1, 2000, and thereafter they shall be automatically extended for successive periods of ten years each unless during the last year of said original period, or to any such extension period they are changed in whole or in part by vote of a majority of the then owners.
15. Violations-invalidations: For a violation or a breach of any of these Reservations and Restrictions by any person claiming by, through, or under the owner, Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation of these reservations and restrictions exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the reservations and restrictions shall not bar their enforcement. The invalidation of any one or more of the reservations and restrictions by any Court of competent jurisdiction in no wise shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.

STATE OF MINNESOTA)
) SS
COUNTY OF MOWER)

I, the duly appointed, qualified and acting City Recorder of the City of Austin, Mower County, Minnesota, and the person having official charge of all the minutes, resolution and ordinance books of said City, do hereby certify that at a regular meeting of the Common Council of the City of Austin, on January 21, 1980, by Resolution No. 6437, duly passed at said meeting, the said Common Council did duly accept, confirm and approve the attached plat of PASTURE HEIGHTS, in said county, and that said resolution was duly published in the official newspaper of the City of Austin on February 19, 1980.

Date March 19TH, 1980.

City Recorder

No delinquent taxes due, and transfer entered this April 9, 1980.

County Auditor

344568

STATE OF MINNESOTA)
) SS
COUNTY OF MOWER)

INSTRUMENT NUMBER 344568

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this 15 day of May, at 10 o'clock A.M, and was duly recorded in the Mower County records as Instrument Number 344568. in Book 13 of Plats Pg. 16 1980

By _____
County Recorder

_____
Deputy

OFFICIAL PLAT