UMore Park
Declaration of Covenants

1. Scope of Declaration of Covenants
The real property described on Exhibit A attached hereto, part of the property commonly known as UMore Park, shall be referred to herein as the “Affected Property.” The Covenants declared herein shall run with the Affected Property, and each part of it, and with any interest in the Affected Property, and each part of it, for all purposes and shall be binding upon, and inure to the benefit of, Declarant and all owners, lessees, licensees, occupants, lienholders, and any of their successors or assigns, of the Affected Property.

2. Declarant
Regents of the University of Minnesota (Declarant) is authorized to act and to perform any act, function, or duty of Declarant hereunder.

3. Approval of Plans
Prior to the construction or alteration of any building or other structure, two complete sets of building and landscaping plans and specifications, shall be submitted to Declarant for approval. No building, structure, or other improvement shall be constructed, altered, or placed upon the Affected Property until the location, design, plans and specifications for such (including landscaping, site lighting, and exterior signage) shall be first approved by Declarant. If Declarant fails to approve the plans submitted to it within thirty (30) days of receipt, it shall be presumed that such plans, as submitted, are not approved; provided that if Declarant fails to provide a response within 15 days after a follow-up request is given to Declarant after the initial 30-day period, it shall be presumed that such plans, as submitted, are approved, but such approval shall not extend to any un-submitted alterations to such plans.

4. Limitations on Uses of Property
4.01 Permitted Uses
All building sites within the Affected Property shall be used solely for office, medical and dental clinics, commercial processing, laboratory and research, business/trade/vocational schools, light industrial, light manufacturing, warehousing and distribution, service retail, transit stations/park and ride facilities, including uses that may require limited outdoor and vehicle/trailer storage, and services ancillary to all such uses. All of the foregoing uses are subject to the conditions set forth herein and to all applicable ordinances, including the City of Rosemount Zoning Ordinance.

4.02. Precluded Uses
No use shall be permitted which, in the sole judgment of Declarant, is offensive by reasons of odors, fumes, dust, smoke, noise, pollution, excessive traffic, or which is hazardous by reason of excessive danger of fire or explosion. Declarant’s approval of a particular use shall be conclusive evidence of compliance with this provision.

5. Industrial-Business Park Design Guidelines
Buyers and developers of property within the industrial-business park development area of UMore Park agree to conform to the Industrial-Business Park Design Guidelines (Design Guidelines) as heretofore and hereafter amended. In the event that the Design Guidelines or Amended Design Guidelines conflict with the terms and provisions of the Declaration of Covenants, the terms and provisions contained in
the Declaration of Covenants shall control. All proposed development of industrial-business park building sites shall be reviewed by the UMore Park Design Review Committee for conformance with these Design Guidelines prior to development plans being submitted for municipal development entitlements.

6. Maintenance
The owner or lessee of any building site shall keep the site, building, improvements, appurtenances and landscaping in a well maintained, safe, clean, and attractive condition at all times. This duty of maintenance shall include, but shall not be limited to, lawn care, trash pickup, weed control and treatment, watering of lawn and plantings, the timely trimming of trees and shrubbery, and the timely removal and replacement of all decayed, diseased, or dead trees, shrubbery, or other plantings. If in the opinion of Declarant, any owner or lessee fails in the execution of this duty, then Declarant may give such owner or lessee, or both, notice of such failure after which such owner or lessee shall have ten (10) days to correct and restore the property to a well maintained, safe, clean, and attractive condition to the reasonable satisfaction of Declarant.

In the event that such owner or lessee fails to take the action required to so restore the property, Declarant shall have the right and the power to take such action as it deems necessary or desirable to restore the property and such owner or lessee, or both, shall be liable to Declarant for the cost of all such actions. In the event that the owner or lessee fails to reimburse Declarant for such costs within thirty (30) days of Declarant’s demand for payment, such costs shall be a lien against the property which lien shall be subordinate to any first mortgage against the property.

7. Initial Construction
In the event that a binding construction contract for, or actual construction of, a building approved by Declarant has not been entered into, or commenced, within one year of the date of the execution of a sales contract or agreement relating to any part of the Affected Property, then Declarant’s previous approval shall be withdrawn.

8. Approvals
Only written approvals by Declarant shall be effective. Written approval by Declarant of a particular use or action shall be conclusive evidence of compliance with this Declaration to the extent any use or action so approved is not in violation of any law, ordinance, or governmental regulation. Declarant shall not be liable for damages to anyone submitting plans to it for approval, or seeking any approval under this Declaration, or to any owner, lessee or other interest affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any matter or plan. Each person who seeks such approval agrees, by so seeking, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action, proceeding, or suit against Declarant alleging such damages.

9. Street Names
Declarant retains the right to change, from time to time, the name of any and all streets and proposed streets now and hereafter located along the boundary of the Affected Property, provided that such changes shall be made in accordance with applicable ordinances.
10. Termination, Modification, and Declarant’s Rights

10.01 Termination and Modification By Declarant Alone
Declarant shall have the sole right and power at all times to terminate, extend, modify or amend this Declaration with respect to all or any portion of the Affected Property which Declarant owns.

10.02 Successor Declarant
If at any time Declarant ceases to exist, or fails or refuses to act for a period of more than ninety (90) days after receiving written notice and a follow-up written notice of its failure to act on any request, a successor Declarant may be appointed with the written consent of the owners of 66 2/3% of the Affected Property, based on the number of square feet within the Affected Property. If at any time Declarant files for record its resignation, a successor Declarant may be appointed in the same manner as this Declaration may be terminated, extended, modified, or amended under Section 10.01.

11. Enforcement
The restrictions contained in this Declaration may be enforced at law or in equity by Declarant or, if Declarant fails to act to enforce within thirty (30) days after having been requested to do so, by any owner of any portion of the Affected Property. Declarant shall not have any liability at law or in equity to any person for failure to enforce any of the restrictions contained in this Declaration. In the event that Declarant ceases to exist, or files for record its resignation as Declarant, any owner of any portion of the Affected Property may enforce this Declaration with respect to its property.

12. Duration
This Declaration shall terminate and be of no further force or effect upon the expiration of thirty (30) years from the date hereof, or from the date of the last of any later amendments, unless extended as provided in Section 10.01.

13. Effect of Invalidation
In the event that any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the remaining provisions of this Declaration, and they shall continue in full force and effect.

14. Waiver of Rights
The failure of Declarant, or any owner, to enforce any covenant herein shall not be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction.

15. Inspection
Declarant may from time to time at any reasonable hour or hours, enter and inspect any of the Affected Property to ascertain compliance with this Declaration.

16. Addition of Territory and Subdivision
16.01 Extension
Declarant may from time to time during the term of this Declaration, or any extension, add to the Affected Property.

16.02 Subdivision and Resubdivision
Subdivision or resubdivision of all or any part of the Affected Property shall not be permitted without the prior approval of Declarant.