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OFFICE OF COUNTY RECORDER
STEARNS COUNTY, MINNESOTA

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DIANE GRUNDHOEFER
STEARNS COUNTY RECORDER



DECLARATION OF COVENANTS AND RESTRICTIONS
IN
PINE LAKES PLAT 3

THIS DECLARATION is made effective this 4th. day of April 2017, by Four Points Development Inc., a Minnesota corporation ("Developer").

WITNESSETH:

WHEREAS, Developer is the Owner of the real property in Stearns County, Minnesota, according to plat thereof on file and of record in the office of the County Recorder in and for Stearns County, Minnesota, and legally described as follows:

Lots One (1), Block One (1), Lots One (1) – five (5), Block Two (2), Lots One (1) – Nine (9), Block Three (3), Lots One (1), Block Four (4), all in Pine Lakes Plat 3.

hereinafter referred to as the "Property" and each platted lot thereof referred to a "Lot".

WHEREAS, it is the general purpose of the Developer to provide for the protection of present and future values of the Property: and

WHEREAS, the Developer has developed the Property for single family dwellings only desires to assure that the Property shall always be maintained in a manner providing for visual harmony; avoiding activities deleterious to the aesthetics or property values of the Property; and promoting the general welfare and pleasurable enjoyment of the premises by the residents.

NOW, THEREFORE, the Developer hereby has declared that the real property in said development is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration as follows:

1. ARCHITECTURAL CONTROL COMMITTEE. There is hereby establishes an Architectural Control Committee ("ACC") which shall, during the term of this Declaration, be composed of two individuals to be named by the Developer. The initial members of the ACC are: Jason Ferche; and Brian Dockendorf

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure has been submitted and approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any Lot without prior written approval of the ACC. In addition, all fence materials must be approved in writing by the ACC and the materials to be considered will be limited.

a. **Home Plan Approval.** One set of complete prints of the home as well as the proposed Lot selection must be submitted to the ACC for approval. Prints must include foundation plan, floor plan, all exterior elevations, location and width of driveway, and projected finish grades following backfilling and landscaping. In addition, descriptive information on materials such as brick, stone, siding, and roofing, as well as exterior color schemes may be requested. Construction may not be started until the builder and/or Owner has received approval, a copy of which will be signed by the builder and/or Owner and retained by the ACC along with a complete set of prints. Any substantial change made following approval must be submitted to the ACC for re-approval. All plans and documents are to be delivered to the office of Four Points Development, Inc. at 13265 25th Avenue NW, P.O. Box 68, Rice, MN 56367, or any other address Developer may move to in the future, unless otherwise agreed to by Developer.

3. **PROCEDURES.** In the event the ACC fails to approve, modify, or disapprove the application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. Construction must commence within six months of such approval.

4. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for single family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one newly constructed single family dwelling not to exceed 2-1/2 stories in heights with the requirement that there must be no less than a double car attached garage measuring at least 24 feet wide and 24 feet deep, and no more than a triple car attached garage at least 18 feet deep. Any building must be constructed with same materials as home and is limited to one per Lot.

No residential structure shall be erected or placed on any Lot which main structure has a ground floor area, exclusive of open porches and garages, of less than 1250 square feet in the case of a one story structure, nor less than 1250 square feet above grade in the case of a bi-level structure, nor less than 1350 square feet above grade in the case of a two story structure (not including the basement). No waiver by ACC with respect to any Lot shall be construed as an abandonment of this covenant nor operate as a waiver with respect to any other Lot. Any structure which shall be erected or placed on any building Lot shall have the exterior finish completed in not more than twelve (12) months, dated from the start of construction.

5. **DRIVEWAYS, LANDSCAPING, AND SETBACKS.** A bituminous or cement driveway, at least twelve (12) feet wide, will be required to be installed from the bituminous part of the public street running in front of all Lots to the garage apron of the required double car attached garages, within twelve (12) months from the start of construction. All front yards and side yards are to be finished graded, sodded, or seeded and completed within twelve (12) months dated from start of construction. Setbacks of all kinds will be adhered to according to the ordinances and laws set by the City of Sartell, Minnesota. Lots with deviated setbacks (side yards) will not be allowed to have a patio door on the side's of the home (unless there is adequate room to allow for a patio/deck without the request for a variance), air conditioner units, window wells, gas and metering equipment and the alike.

6. **NUISANCE, SIGNAGE, TEMPORARY RESIDENCES, ANIMALS, TRASH, AND JUNK.** No nuisance, noxious, or offensive activity shall be carried on or permitted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No structure of a temporary nature, trailer, basement, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. All homes on which construction has been commenced must be completed within twelve (12) months from the commencement of construction. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except two dogs, cats, and other household pets may be

kept provided that they are not kept, bred, or maintained for any commercial purposes. No pit bulldogs will be allowed. Any Sartell ordinances regarding household pets must also be adhered to. No filling or storage of trash, garbage, refuse, discarded materials, junk, or other noxious matter shall be permitted on any Lot. No signs advertising any business or home occupation shall be permitted on any Lot.

7. **STORAGE OF EQUIPMENT, VEHICLES, PARKING RESTRICTIONS, AND PROHIBITED USES.** There shall be no unenclosed storage on any Lot of motor vehicles, which are not currently licensed or not in working order. No unenclosed parking or storage of any commercial vehicles, recreational vehicles, marine craft or trailers of any type shall be permitted on any Lot. Adequate off street parking shall be provided on each Lot for the parking of motor vehicles used by the Lot occupants. There shall be no unenclosed storage on any Lot of any motor vehicle parts, implements, junk, refuse, or other unsightly materials of any type.

8. **SOIL AND VEGETATION.** Neither the Developer, nor its agents or assigns, shall be responsible for the suitability of the soil or subsoil conditions of the Lots or for the condition of trees or vegetation of the Lots. All conveyances of Lots by the Developer are made with the understanding that the grantees of such conveyances accept all risks of soil suitability for their intended use of Lots and accept all risks of damaged or diseased vegetation and trees whensoever made.

9. **SOIL REMOVAL.** All sod, soil, gravel, sand or other material removed from a Lot is to remain the property of the Developer and shall not be sold without prior approval from the Developer. Any excess soil to be removed from a Lot shall be removed only to another spot designated by the Developer and shall become the property of the Developer. This provision shall apply only to the original home constructed on the Lot and this provision shall cease to be effective for a particular Lot after the first house has been constructed on it.

10. **LOT GRADING.** Developer has final graded all Lots according to the City of Sartell approved grading plan. The Lot grades must be retained through completion of the building cycle. All grades upon completion of the home construction that do not comply with the grading plan must be corrected by the Owner of the Lot. Owner of the lot will be liable for all non-compliance of the grading plan.

11. **HOME OCCUPATIONS/CHILD DAYCARE PROVIDERS.** Except as stated in this paragraph, the operation of licensed daycare or nursery schools shall be prohibited. Licensed daycare or nursery schools shall be allowed:

a. Only provided that sufficient off street parking is provided and approved by the ACC; and

b. Only provided that the backyard is fenced in a manner approved by the ACC; and

c. Only provided that the facility is operated out of a single family residence occupied by the operator of the facility; and

d. The facility meets all state and local licensing requirements of daycare or nursery schools and does not serve more than the law will allow.

12. **SUBDIVISION OF LOTS.** There shall be no further subdivision of any Lots (other than parcels designed as ("outlots") in the plat even though the resulting subdivided lots may meet the minimum standards of the Sartell City Ordinances.

13. **GENERAL PROVISIONS.**

- a. Owner. As used herein, the word "Owner" or "Owners" means the person or persons holding legal or equitable title to one or more Lots.
- b. Construction. The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties.
- c. Not Deemed a Waiver. The failure of the ACC to insist in any one or more cases upon the strict performance of any of the terms, covenants, provisions, or agreements herein contained shall not be construed as a waiver or a relinquishment of the future of the enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by the ACC if any term, covenant, condition, provision, or agreement shall be deemed to have been made unless expressed in writing and signed by the ACC.
- d. Applicable Regulations. Zoning regulations, ordinances, and any other public provisions required or applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions, ordinances, and any public provisions required on the restrictions of this Declaration, the restrictive shall apply.
- e. Run With the Land. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75%) of the then owners of the Lots or parcels has been recorded, agreeing to change said covenants in whole or in part.
- f. Amendment. This Declaration may be amended at any time by an instrument signed by not less than seventy-five (75%) of the Owners. Any amendment shall take effect only after it is recorded with the Stearns County Recorder.
- g. Enforcement. Any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and or Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- h. Severability. Invalidation of any of these covenants or restrictions by judgement in court shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set its hand as sole owner the day and year first written above.

FOUR POINTS DEVELOPMENT INC.
a Minnesota corporation, Developer

By [Signature]
Jason R. Ferche, Chief Manager

STATE OF MINNESOTA)
)SS
COUNTY OF STEARNS)

On this 2nd day of January, 2018, before me, a Notary public within and for said County, personally appeared Jason R. Ferche, to be being personally known who by me duly sworn they did say that he is the Chief Manager of Four Points Development Inc., a Minnesota corporation, the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Chief Manager and said Jason R. Ferche acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

✓ THIS INSTRUMENT DRAFTED BY:
Four Points Development Inc.
13265 25th Avenue NW
P.O. Box 68
Rice, MN 56367

