

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 4th day of November, 2016, by and between Carrington Development, LLC, a Minnesota limited liability company, referred to as "Declarant".

WHEREAS, Carrington Development, LLC., is the owner of the following described property in Anoka County, Minnesota, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10,
Block 1

all in Prairie Ridge Estates, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota.

NOW, THEREFORE, Declarant hereby declares that the above described property shall be held, sold, and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, as follows, to-wit;

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, and no residential building shall be erected, altered, placed or permitted to remain on said parcel other than a single family dwelling not to exceed two stories in height, and having an attached garage for not less than three automobiles.
2. BUILDING DESIGN. No residential building shall be erected, placed or altered on any lot until the final construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the compliance with applicable requirements of the following paragraphs, and harmony of external design with existing structures.
3. EXTERIOR APPEARANCE AND EXTERIOR MATERIALS. It is the intent of these Covenants, Conditions, and Restrictions to ensure a high quality and cohesive housing development. Therefore all exterior designs, materials and colors must have prior written approval by the Architectural Control Committee.

In order to preserve the uniform and high-standard appearance of the subdivision, each owner undertakes responsibility for maintenance and repair of the exterior of

his living unit, private yard area and private driveway on the lot. Such responsibility for maintaining the lot and improvements thereon shall include, but not be limited to the following: the maintenance and repair of exterior surfaces of all buildings on the lot, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance or repair of roofs, gutters, downspouts and overhangs, the maintenance and repair of exterior windows and doors, necessary painting, staining and repair of patio structures; in maintaining boulevards, private yard areas and private driveways an owner shall be required to mow, trim, water or otherwise care for grass, trees or other plants located on a lot and shall be required to remove snow from the private driveways, parking areas and walkways to the living unit.

All roofs shall have a pitch of 6:12 or better. The roof shingles shall be a minimum of 245 pounds per square or cedar shakes.

No flush garage doors nor garage doors with masonite hardboard inserts are permitted.

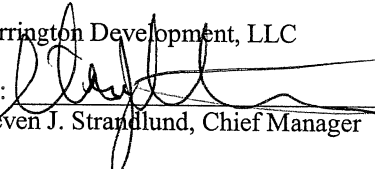
4. FACTORY-BUILT OR PRE-ASSEMBLED DWELLING. No factory-built or pre-assembled dwelling shall be erected, placed, or permitted on any lot.
5. DRIVEWAYS All driveways must have asphalt or concrete surface.
6. WETLANDS. There shall be no dredged or fill material placed into waters, wetlands or recorded drainage easements and no removing, or burning of vegetation shall be allowed within the waters, wetlands or recorded drainage easements without the written approval of the U.S. Corps of Engineers and/or local governmental authority.
7. PROHIBITED STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage or other building, except a permanent residence, shall be used on any lot at any time as a living area. No unsightly or unlicensed vehicles may be stored on any lot.
8. NUISANCES. No refuse pile or unsightly objects shall be allowed to be placed or to remain anywhere on a lot. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance to the neighborhood.
9. ARCHITECTURAL CONTROL COMMITTEE. There shall be an Architectural Control Committee consisting of Steven Strandlund, 23230 East Martin Lake Drive, Stacy, Minnesota 55079. Said Committee shall have the authority to designate a successor, which designation shall become effective upon the date of recording in the office of the Anoka County Recorder an instrument containing such designation. In the event of the resignation of said Committee, without its having designated a successor, the record owners of a majority of the lots for which these covenants are set forth shall have the power through a duly recorded instrument to appoint a new committee.

All matters to be considered for the Committee's approval must be submitted in writing and the Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

The decision regarding compliance with these restrictive covenants shall be in the sole judgment of the Architectural Control Committee.

10. TERM. The Protective Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 30 years from the date these Covenants and Restrictions are recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by the record owners of a majority of the lots for which these covenants are set forth has been recorded, agreeing to change said Covenants and Restrictions in whole or in part, or to terminate the effect of these Covenants and Restrictions completely.
11. AMENDMENTS. These Protective Covenants and Restrictions may be altered, amended or changed at any time by Carrington Development, LLC., and the record owners of a majority of the lots for which these covenants are set forth on the date of the amendment, alteration or change, and shall be demonstrated and evidenced by the due execution and recording in the office of the Anoka County Recorder of an instrument containing the change, alteration or amendment and the signature of Carrington Development, LLC., and a majority of said lot owners. No consent or joinder by the holder of any mortgage, lien or encumbrance on any lot shall be necessary or required to effect the change, alteration or amendment of the Protective Covenants and Restrictions; provided, however, no change, alteration or amendment will affect or impair the validity or priority of the interests of the holders of mortgages on any lot in the subdivision when the mortgage has been properly placed or recorded in the appropriate county office in the county where these covenants are recorded. The change, alteration, or amendment shall be effective on the date it is placed of record in the office of the Anoka County Recorder.
12. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain violation, or to recover damages for violation thereof.
13. INVALIDATION. Invalidation of anyone of these Covenants and Restrictions by judgment or court order shall in no way or manner affect any of the other Covenants or Restrictions herein which shall remain in full force and effect.

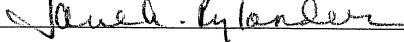
Carrington Development, LLC

By: 
Steven J. Strandlund, Chief Manager

STATE OF MINNESOTA

COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this 4th day of November, 2016, by Steven J. Strandlund, the Chief Manager of Carrington Development, LLC., a limited liability company under the laws of the State of Minnesota on behalf of the company.



Notary Public

This instrument was drafted by:
Steven Strandlund
Carrington Development, LLC
PO Box 169
Cedar, MN 55011

