

1945861

FOR

MEADOWS OF FISH LAKE

New 36.34.23.11.000/  
New 21.000.3  
New 25.34.23.43.0004

Woodland Development Corporation, Fee Owner, and Reubin Linz and Elizabeth Linz, husband and wife, Fee Owners and Woodland Development Corporation, a Minnesota Corporation, Contract Purchaser of all lots within MEADOWS OF FISH LAKE, a duly platted subdivision of land in the County of Anoka, State of Minnesota, which plat is on file and of record in the office of the County Recorder in and for said County, and desiring to establish the nature of the use and enjoyment of all said lots in MEADOWS OF FISH LAKE, do hereby declare all of the said lots therein, except Outlot A, Meadows of Fish Lake, subject to the following express Covenants and Restrictions as to the use and enjoyment thereof, all of which are to be construed as running with the title to said lots and every part and parcel thereof, as follows, to-wit:

A. RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, and no 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 building, including main residence, garage, storage shed or other building shall be erected, placed or altered on any lot until the final construction plans, front elevation and a plan showing the location of the structure have been approved by the Architectural Control Committee as to compliance with applicable requirements of following paragraphs, and harmony of external design with existing structures.

3. LOT AREA AND WIDTH. Any lot on which a dwelling shall be erected, altered, placed or permitted shall have the same dimensions and area in square feet as said lot is now platted. This restriction shall terminate upon the date of the adoption and approval, by the governmental authority having jurisdiction over the property herein, of a project for which bids have been let for the installation of a central sanitary sewer system to service the property contained within the plat of Meadows of Fish Lake.

4. DWELLING SIZE. The minimum dimensions of dwellings erected in MEADOWS OF FISH LAKE, exclusive of open porch or garage, are defined as follows:

One Story - The minimum ground floor area shall not be less than 1,400 square feet.

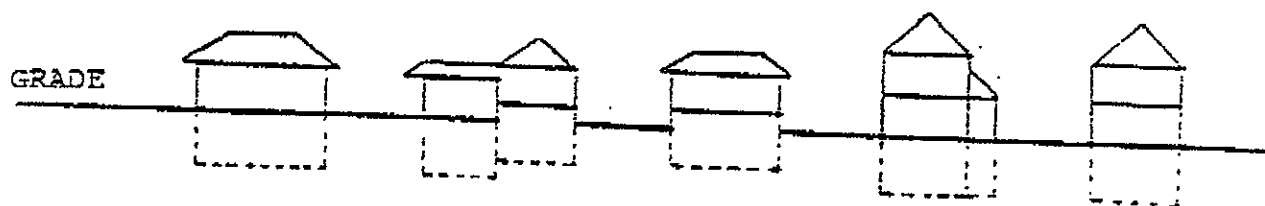
Split-Level - The minimum area above grade shall not be less than 1,400 square feet.

Bi-level - The minimum area above grade shall not be less than 1,400 square feet.

Modified Two Story - The minimum area on ground floor shall not be less than 1,200 square feet (grade level) if square footage on second floor is less than square footage on ground floor.

Two Story - The minimum area on ground floor (grade level) shall not be less than 1,000 square feet providing equal square footage is on the second floor.

#### 4. DWELLING SIZE (continued)



All residences must conform to existing ordinances as to setback lines and easements. No outbuilding shall be erected or placed on any lot within a distance of 25 feet of any side boundary line of any lot herein without prior written approval of the Architectural Control Committee.

5. GRADING AND DRAINAGE. Final grades on each lot shall conform and adhere to the specifications and intent of the final grading plan on file for Meadows of Fish Lake at the City of East Bethel.

6. EXTERIOR APPEARANCE AND EXTERIOR MATERIALS. It is the intent of these Covenants and Restrictions to ensure a high quality and cohesive housing development. Therefore, all exterior designs and exterior materials must have prior written approval by the Architectural Control Committee.

7. ACTIVE SOLAR HEATING SYSTEMS OR UNITS. No building which incorporates or utilizes an active solar heating system unit or units for purposes of heating a structure or water or for any other purposes shall be erected, altered, placed, or permitted to remain on any lot.

8. EARTH SHELTER OR EARTH-BERMED BUILDINGS. No building commonly described as "earth shelter" or incorporating earth-bermed construction techniques shall be erected, altered, placed, or permitted to remain on any lot within the subdivision.

9. FACTORY-BUILT OR PRE-ASSEMBLED DWELLING. No factory-built or pre-assembled dwelling shall be erected, placed or permitted on any lot.

#### B. RESTRICTIONS APPLICABLE TO LOTS

1. LANDSCAPING AND DRIVEWAYS. Sod or seed must be installed as follows: Beginning 25 feet from the furthest rear point of the dwelling and extending parallel to said dwelling to the side property lines, then following those property lines to the street curb. The remaining lot area rear of the dwelling must be maintained and/or mowed if remaining portion of lot is open.

All driveways must be hard-surfaced.

Sodding/seeding and installation of driveways shall be completed within 90 days after substantial completion of home to be built on said lot. If substantial completion is after October 15 during any year, the installation of said sod/seed and driveways must be completed by June 15th of the next calendar year.

2. **FENCING AND DOG KENNELS.** All fencing and dog kennels must have prior written approval by the Architectural Control Committee. A plan showing location and materials to be used shall be submitted to the committee for said approval.

3. **EXTERIOR LIGHTING.** All forms of exterior lighting which exceed eight feet in height shall be subject to approval of the Architectural Control Committee.

4. **EXTERIOR ORNAMENTS.** Exterior ornaments including, but not limited to, precast concrete, plastic or wood figurines, wishing wells and windmills shall be prohibited unless approved by the Architectural Control Committee prior to installation or construction. This restriction shall not apply to special holiday exterior ornaments remaining on the lot for a period of less than 60 days.

5. **ANTENNAS.** Except with the prior written approval of the Architectural Control Committee, no exterior television or radio antenna of any sort shall be placed, allowed or maintained upon any portion of a lot or the improvements or structures located thereon. Excepted herefrom shall be "dish-style" antennas not exceeding 36 inches in diameter.

6. **PROHIBITED ACTIVITIES.** Campers, trailers, boats, snowmobiles, or other recreational vehicles shall not be permitted to remain upon any lot for any period in excess of 15 days in any one calendar year, unless such campers, trailers, boats, snowmobiles, or other recreational vehicles are stored within an enclosed structure or garage on the lot.

7. **STORAGE OF FIREWOOD.** No firewood shall be stacked on any lot except within three feet of the sides or rear of the main dwelling or within an enclosed structure.

**C. OTHER**

1. **ARCHITECTURAL CONTROL COMMITTEE.** There shall be an Architectural Control Committee composed of Woodland Development Corporation, 13632 Van Buren Street NE, Ham Lake, Minnesota 55304. 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 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.

2. **TEMPORARY STRUCTURES.** No structure of a temporary character, including a trailer, mobile home, basement, tent, shack, garage, barn or other like outbuilding, shall be used on any lot herein at any time as a residence, either temporarily or permanently.

3. **UNLICENSED VEHICLES.** No unlicensed vehicles of any type shall be kept on any lot. Further, all licensed vehicles are to be kept in the garage or driveway of said lot. This restriction shall not apply to holidays or gatherings.

4. **NUISANCES.** No clothes lines shall be permitted unless concealed by hedges or a natural screening. No refuse pile or unsightly objects shall be allowed on any lot herein. 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.

**D. GENERAL PROVISIONS**

1. **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 ten (10) 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 ten (10) years unless an instrument signed by the record owners of a majority of the lots for which these Covenants and Restrictions 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.

2. **AMENDMENTS.** These Protective Covenants and Restrictions may be altered, amended or changed at any time by Woodland Development Corporation 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 placing of record in the county office where these Protective Covenants and Restrictions have been placed of record of an instrument containing the change, alteration or amendment and the signature of an officer of Woodland Development Corporation and a majority of said lot owners. No consent or joinder of or by the the holder of any mortgage, lien or encumbrance on any lot shall be necessary or required to effect the change, alteration or amendment of these 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 declarations are recorded. The change, alteration or amendment shall be effective on the date it is placed of record in the county office where these Protective Covenants and Restrictions have been recorded.

3. **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.

4. **INVALIDATION.** Invalidation of any one 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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 8<sup>th</sup> day of August, 2004.

Woodland Development Corporation  
By: Pamela S. Westlund  
Pamela S. Westlund  
Its President

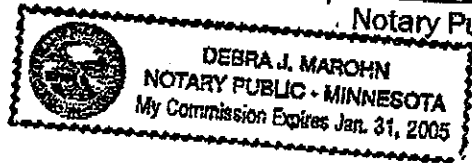
Reubin F. Linz  
Reubin F. Linz  
Elizabeth A. Linz  
Elizabeth A. Linz

STATE OF MINNESOTA )  
                                  )ss  
COUNTY OF ANOKA )

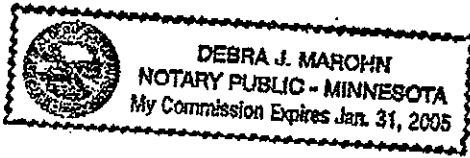
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August 2004 by Reubin F. Linz and Elizabeth A. Linz, husband and wife.

Debra J. Marohn  
Notary Public

STATE OF MINNESOTA )  
                                  )ss  
COUNTY OF ANOKA )



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August 2004, by Pamela S. Westlund, the President of Woodland Development Corporation, a Minnesota Corporation, on behalf of the corporation.



Debra J. Marohn  
Notary Public

This instrument was drafted by:

WOODLAND DEVELOPMENT CORPORATION  
13632 Van Buren Street NE  
Ham Lake, MN 55304