

Document No.: 2271497.003 ABSTRACT

07/28/2020 10:23 AM

Fees/Taxes In the Amount of: \$46.00

Pamela J. LeBlanc
Anoka Cty Property Records and Taxation
Property Tax Administrator and
Recorder/Registrar of Titles
Deputy: rmhanson



COVENANTS

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FOR

PROPERTY IN CATCHERS CREEK EAST

ANDOVER, MINNESOTA 55304

This Declaration made this 23 day of July, 2020 by Mark R. Smith and Kathleen Smith, husband and wife, and hereinafter referred to as "DEVELOPERS".

WHEREAS, Mark R. Smith and Kathleen Smith, herein the "DEVELOPERS" is the fee owner of the property located in the County of ANOKA, State of Minnesota, described on Exhibit A (herein the "Property") attached hereto and make a part hereof, herein "CATCHERS CREEK EAST".

WHEREAS, the Developers desire to create thereon a residential community of individual home sites, and

WHEREAS, the Developers desire to preserve the natural beauty of CATCHERS CREEK EAST and to compliment the beauty with distinguished residences that preserve and enhance the landscape.

NOW, THEREFORE, the Developers does hereby declare that the lots located in CATCHERS CREEK EAST, described in Exhibit A attached hereto and such additional lots in the plat of CATCHERS CREEK EAST, as may be added as provided herein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, which are for the purpose of protecting the value and desirability of CATCHERS CREEK EAST and which shall run with the real property and be binding on all parties having any right, title or interest in assigns, and shall insure to the benefit of each owner thereof.

ARTICLES I

DEFINITIONS

Sections 1: "OWNER"; shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is part of CATCHERS CREEK EAST including contract purchasers.

Section 2: "CATCHERS CREEK EAST"; shall mean and refer to the certain real property herein before described.

Section 3: "LOT"; shall mean and refer to any platted Lot shown upon the recorded plat of the Property with the exception of Outlots.

Section 4: "DEVELOPERS"; shall mean and refer to Mark R. Smith and Kathleen Smith, husband and wife.

ARTICLE II

GENERAL RESTRICTIONS AND COVENANTS

Section 1: LOTS: All Lots shall be residential lots for a single-family residential dwelling with attached garage for at least 2 automobiles.

Section 2: COMMERCIAL USE OF PROPERTY AND HOME: There shall be no commercial buildings or business conducted hereon, except that it shall be permissible for residents of these premises to conduct business or have an office in their home so long as the same does not change the residential character of the premises, and so long as there are no signs indicating a home is being used as an office and no outside employees are employed at the home with the exception of the secretary and be approved by the CITY OF ANDOVER.

RETURN TO: 614645
LAND TITLE, INC.

Section 3: SETBACKS: No buildings or structure shall be located closer to a lot line than is specified in the ANDOVER Zoning Ordinance.

Section 4: UTILITY LINES: Electric, telephone, gas and other utilities shall be installed underground and services will be available. All hookup charges are to be paid by builder/owner and shall be installed underground to all structures on said lot.

Section 5: ADDITIONAL STRUCTURE: Any additional detached structure must be of a new construction consistent with style and quality of the residence and must be approved by the City.

Section 6: PROMPT COMPLETION OF CONSTRUCTION: The exterior of any building shall be completed within eight months from the date construction commences.

Section 7: LIVESTOCK AND PETS: Livestock and pet restrictions shall conform to Anoka County guidelines. Household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. No pet or pets shall be allowed to become a nuisance in any way to the neighborhood.

Section 8: RUBBISH: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste; nor shall any unlicensed automobiles be allowed on any lot at any time. Household garbage must be kept in sanitary containers, out of public view, for regular collection.

Section 9: EROSION CONTROL: From the start of construction, lots must be surrounded by silt fence and bio rolls to prevent run off to storm sewer. Any tracking of dirt onto street must be cleaned daily. If not, developer will clean street and charge builder for doing so. This must be done until sod takes hold.

Section 10: GARAGES: Any single family residence shall have a three car minimum attached garage. All homes must have basements.

Section 11: APPROVAL OF BUILDING AND DRIVEWAY PLANS: No construction or grading on any lot shall be allowed until the building plans and site plans have been approved in writing by TH Construction of Anoka, Inc.

Section 12: ARCHITECTURAL AND BUILDING GUIDELINES: Whereas the Developers value the natural beauty of CATCHERS CREEK EAST and desires that all property owners therein will maintain this natural beauty, it is therefore vital that all homes built within CATCHERS CREEK EAST be designed to be compatible with and complimentary to this beauty. Architecture of quality and distinction is deemed important and thus ultimate sustainability of houses designed for CATCHERS CREEK EAST must be adhere to the following guidelines and principles.

- A. Exterior design should conform, as much as possible, with the natural surroundings so as to put these premises to the most advantageous use with existing scenery, timber and ground contours.
- B. Driveways shall be blacktop or concrete surface material.
- C. All residential Lots must install an irrigation system that will irrigate the entire lot, with the exception of the 4 lots that make up Block 4. The following landscaping must be completed. Four inches of top soil on the entire lot, must sod, not seed, the front and side yards of the Lot. Any unsodded area in the back of the house, must be surrounded be erosion control, until turf is established. Minimum, of one 2" diameter tree every 50 feet along the front shall be planted.
- D. Trees shall be cut only for the purpose of clearing a building site. Any additional tree removal must be

approved by the City of Andover.

E: Roof pitch shall be a minimum of 8/12 pitch on all fronts, with the other three sides being a minimum of a 6/12 pitch.

One – Story Rambler Style	1,550 sq. ft. plus basement
1.5 Story Style	1,850 sq. ft. plus basement
Four level Style	1,550 sq. ft. plus 3 rd and 4 th level
Modified Two Story (Main Floor)	1,200 sq. ft. per floor
Finished	2,200 sq. ft. plus basement
Two Story (Main Floor)	1,000 sq. ft. per floor
Finished	2,000 sq. ft. plus basement

The square footage minimum shall be exclusive of breezeways, porches, decks, terraces, patios, garages and basements.

- A. A minimum height of 48" on house and garage fronts must be covered with brick or stone.
- B. Prior to receiving a Certificate of Occupancy from the City of Andover, the following landscaping must be completed. 4" of top soil on the entire lot, must sod, not seed, the front half of the lot inclusive of disturbed areas, less wetland area. Any unsodded area in the back of the house, must be surrounded by erosion control, until turf is established. Minimum of one 2" diameter tree every 50 feet along the front shall be planted.

Section 13: LOT EASEMENTS: Each Lot shall be subject to permanent utility and drainage easements, as shown on the recorded plat of CATCHERS CREEK EAST. All such easements shall jointly run in favor and insure to the benefit of the owners of the adjacent lots, and any or all public authorities or utility companies maintaining or operating any utility facility upon such easement area.

Section 14: NAME AND ADDRESS SIGNS: All name and address signs shall be of dignified character and shall not be over (2) square feet in size.

Section 15: ADVERTISING SIGNS: No advertising sign of any kind shall be displayed in public view on any lot except one sign no more than sixteen square feet advertising the property for sale or rent.

Section 16: CLUSTER MAILBOXES: Shall be a cluster mailboxes installed by developer and conform to the City of Andover requirements.

Section 17: TANKS: No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises. Any tanks for use in connection with any residence constructed on such premises must be buried or sufficiently screened to conceal them from the view of the neighboring lots, roads or streets.

Section 18: TEMPORARY STRUCTURES: No structure of temporary character, trailer, tent, shack, barn, garage or other building, shall be used on any lot at any time as a residence either temporarily or permanently.

Section 19: SATELLITE DISHES: Satellite dishes are allowed with a maximum of 24" diameter to be placed out of view from street and neighbors view from each side or enclosed decoratively by fence.

Section 20: TYPE OF HOME: Dome Geodesic Homes, Log Homes and Pre-Manufactured Homes are not allowed within CATCHERS CREEK EAST.

ARTICLE III

ENFORCEMENT OF EASEMENTS, RESTRICTIONS AND COVENANTS

Section 1: PERSONS AUTHORIZED: Each of the easements, restrictions and covenants as set forth herein shall be enforceable by any of the owners of any lot which is benefited by such an easement, restriction or covenant, or any of the respective successors in title, but no other person shall have any right to enforce any such easements, restrictions or covenants, nor shall any other person than such owner, the owner's tenants, invites and covenants hereby created and declared. Nothing contained herein shall constitute a dedication of any interest in such easements, restrictions and covenants to the public or give members of the public any rights thereunder. The failure of any owner to enforce any of the easements, restrictions or covenants herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 2: REMEDIES FOR VIOLATIONS: In the event of any violation or attempted or threatened violations of the terms hereof, or any interference or attempted or threatened interference with the easement rights herein granted, each of the easements, restrictions and covenants may be enforced by a proceeding at law or in equity, or both. If any person shall elect to enforce the terms hereof by a proceeding in equity, such person may petition for a restraining order or injunction, temporarily or permanently, prohibiting such violation or interference and demanding compliance with the provisions, which restraining order and injunction shall be obtainable upon proof of the existence or proof of the inadequacy of legal remedies or irreparable harm.

Section 3: COST OF ENFORCEMENT: If any of the easements, restrictions or covenants created herein are enforced by appropriate proceedings by any owner, and if such owner shall prevail in any such proceeding, such owner may be reimbursed for all of any part of the cost incurred by such owner in the enforcement thereof, including but not limited to reasonable attorney's fees, cost and expenses.

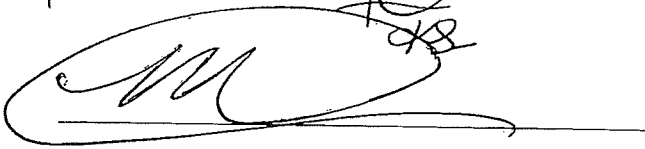
Section 4: INVALIDATION: Invalidation of any of these covenants or restrictions by judgment or by court shall not affect any of the other provisions which shall remain in full force and effect.

ARTICLE IV

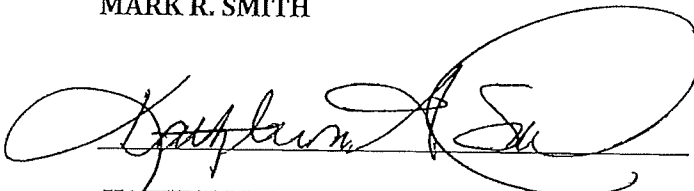
MISCELLANEOUS

- A. This Agreement has been executed in the State of Minnesota and shall be interpreted in accordance with the laws of said state.
- B. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- C. This Agreement shall be binding upon all parties hereto, their heirs, successors and assigns.
- D. **DURATION:** The Conditions, Covenants and Restrictions of this Declaration shall run with and bind the land shall inure to the benefit of and enforceable by the owner of any Lot subject to the Declaration, his or her respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said Conditions, Covenants and Restrictions shall be automatically renewed for successive periods of ten (10) years.
- E. **AMENDMENTS TO COVENANTS AND RESTRICTIONS.** This Declaration may be amended only as follows:
 - i. From the date the Developers cease to be any owner of any Lot subject to these Declarations to the end of the first twenty (20) year period from the date this Declaration is recorded, by an instrument signed by not less than ninety (90%) percent of the owners of the Lots; and
 - ii. Thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot owners. Any amendment must be properly recorded.
- F. **SEVERABILITY:** Invalidation of any of these Covenants or Restrictions by Judgment or Court Order shall not affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the above Declaration of Conditions, Covenants and Restrictions is for the property in CATCHERS CREEK EAST executed this 17 day of July, ~~2014~~ 2020



MARK R. SMITH

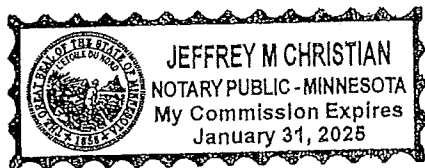


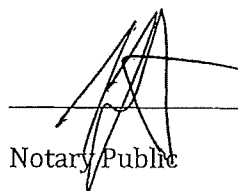
KATHLEEN SMITH

STATE OF MINNESOTA)

COUNTY OF ANOKA)

On this 17 day of July, ~~2014~~ 2020, before me a Notary Public within and for said County personally appeared Mark R. Smith and Kathleen Smith, husband and wife, to me personally known, who being duly sworn did acknowledge this instrument and that this instrument was signed voluntarily by them.





Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

MARK R. SMITH

2120 OTTER LAKE DRIVE

ST. PAUL, MN 55110

THESE CONDITIONS, COVENANTS, AND RESTRICTIONS HAVE BEEN REVIEWED AND UNDERSTOOD BY THE SIGNED BUYER OF LOT _____, BLOCK _____, CATCHERS CREEK EAST.

DATE

DATE

EXHIBIT A

CATCHERS CREEK EAST

ANDOVER, MN 55304

Lot 1, Block 1, CATCHERS CREEK EAST
Lot 2, Block 1, CATCHERS CREEK EAST
Lot 3, Block 1, CATCHERS CREEK EAST
Lot 4, Block 1, CATCHERS CREEK EAST
Lot 5, Block 1, CATCHERS CREEK EAST
Lot 6, Block 1, CATCHERS CREEK EAST
Lot 7, Block 1, CATCHERS CREEK EAST
Lot 8, Block 1, CATCHERS CREEK EAST
Lot 9, Block 1, CATCHERS CREEK EAST
Lot 10, Block 1, CATCHERS CREEK EAST
Lot 11, Block 1, CATCHERS CREEK EAST
Lot 1, Block 2, CATCHERS CREEK EAST
Lot 2, Block 2, CATCHERS CREEK EAST
Lot 3, Block 2, CATCHERS CREEK EAST
Lot 4, Block 2, CATCHERS CREEK EAST
Lot 5, Block 2, CATCHERS CREEK EAST
Lot 6, Block 2, CATCHERS CREEK EAST
Lot 7, Block 2, CATCHERS CREEK EAST
Lot 8, Block 2, CATCHERS CREEK EAST
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Lot 12, Block 2, CATCHERS CREEK EAST
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Lot 14, Block 2, CATCHERS CREEK EAST
Lot 15, Block 2, CATCHERS CREEK EAST
Lot 16, Block 2, CATCHERS CREEK EAST
Lot 17, Block 2, CATCHERS CREEK EAST
Lot 18, Block 2, CATCHERS CREEK EAST
Lot 19, Block 2, CATCHERS CREEK EAST
Lot 20, Block 2, CATCHERS CREEK EAST
Lot 21, Block 2, CATCHERS CREEK EAST
Lot 22, Block 2, CATCHERS CREEK EAST
Lot 23, Block 2, CATCHERS CREEK EAST
Lot 24, Block 2, CATCHERS CREEK EAST
Lot 1, Block 3, CATCHERS CREEK EAST
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