

DECLARATION OF RESTRICTIVE COVENANTS

Crosstown Rolling Acres Third Addition in HAM LAKE, MINNESOTA

Crosstown Development LLC Declarant, being the owner of the following described tracts of land situated in the county of Anoka, MN. To wit:

**ALL OF BLOCKS one (1) two (2) and three (3) OF Crosstown Rolling Acres
Third Addition**

According to the plat thereof on file and of record in the office of the Registrar of Deeds of Anoka County, Minnesota.

and in order to preserve the character and purposes of the subdivision of land now being developed by said parties do hereby set out the following restrictions and covenants which shall bind the parties hereto, their successors and assigns, all subsequent purchasers, their heirs, executors, administrators or assigns, to wit:

1. That no lot or parcel of land shall be used except for single family residential purposes and no other type of structure shall be erected, altered, placed or permitted to remain on any lot, provided, however that a second detached garage is permitted as per city code.
2. All residences shall conform to the zoning and building code requirements of the City of Ham Lake and the county of Anoka in effect at the time of the construction of the residences. All structures shall be completely finished on the exterior within nine (9) months after the commencement of the construction thereof. Occupancy of a basement dwelling is expressly prohibited.
3. No structure, planting or other material shall be placed or permitted to remain on said lots which may damage interfere with the installation, maintenance and operation of any utility easements created by the plat of Crosstown Development LLC.
4. No lot shall be maintained as a dumping ground for rubbish. All trash, garbage or other wastes shall be kept in sanitary containers and in a sanitary manner.
5. No trailer, basement, tent, shack, garage or other structure shall at any time be used temporarily or permanently as a residence upon the land described herein nor shall
6. No inoperable vehicles or vehicles not currently licensed shall be permitted to stand upon the streets, roadways, or described lots in said plat for a period of more than 48 hours.

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7. House location must correspond to that of the drainage plan of Crosstown Development LLC. If house is located elsewhere it must be approved by a member of Declarant.

8. Wetland buffer zone 20' from wetlands: Buyers are aware that they cannot mow within 20' of any wetlands, the area should remain in a wild setting with no buildings or heavy traffic.

9. Infiltration basins: The development has several infiltration basins, these basins must remain as per grading plan and not altered or filled. They are designed for storm water to infiltrate into the ground.

10. Prefabricated or modular type structures or dome homes shall not be permitted.

11. No homes shall be built on any lot that does not meet the following minimum square footage requirements: Including a minimum 8/12 roof pitch. Some exceptions can be made for architectural necessities' to make the house design work such as porches, dormers ect.

FOR BLOCKS ONE AND TWO:

I story home: 1600 min. square feet finished above ground, excluding porches and garages, plus a 3 car attached garage.

2 story home: First (1st) and second (2nd) floor at least 1200 finished square feet, excluding porches and garages, plus 3 car attached garage.

2 level split: 1600 finished square feet above ground / foot print, excluding porches and garage, plus 3 car attached garage.

Multi-level split: 1600 finished square feet above ground / or foot print, excluding porches and garage, plus 3 car attached garage.

ALL HOMES will be required to have at a minimum 20% of the front elevation to have brick and or stone. Some exceptions for shakes. ***Declarant has the full authority to waive this rule for certain home design styles.

Placing 2 or 3 cars end to end does not constitute a 3 car garage.

No metal pole buildings, a second garage can be permitted per city but must match within reason to the front elevation of the house.

FRONT TUCK UNDER GARAGES BY APPROVAL ONLY

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In addition to the above for BLOCK THREE

1 story home: 1650 min. square feet finished above ground, excluding porches and garages, plus a 3 car attached garage.

2 story home: First (1st) and second (2nd) floor at least 1200 finished square feet, excluding porches and garages, plus 3 car attached garage.

2 level split: 1650 finished square feet above ground / foot print, excluding porches and garage, plus 3 car attached garage.

Multi-level split: 1650 finished square feet above ground / or footprint, excluding porches and garage, plus 3 car attached garage.

For the front elevation no vinyl siding will be permitted, James Hardie siding or similar must be used.

12. At no time shall two adjacent houses be similar in its front elevation, It will also be up to the declarants discretion if any 2(two) houses are too similar in the plat of Crosstown Rolling Acres Third Addition.

13. These plans shall contain details of design, elevation, site grade, fencing and location, and dimensions of structures, walks and driveways, and shall also state the type of construction and materials to be used in construction. Declarant; shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure to meet the covenants, restrictions and conditions contained herein shall be reasonable grounds or Declarants rejection.

Signature from Crosstown Development LLC on the plans shall be evidence of the approval of the plans by the Declarant. **YOU WILL NEED A SIGNED PLAN FOR A BUILDING PERMIT.**

If a Member of Crosstown Development LLC is not available to sign plans and if all the above is met, it is allowable for a city building official to approve and sign plans.

Any deviation in construction on any lot from the approved plans, which in the judgment of the declarant is of Substantial detriment to the appearance of the structure, or the surrounding area, shall be corrected to conform to the approved plans at the expense of the owner of that lot.

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Declarant may, at its option, transfer its approval authority, the then recorded owners of a majority of the lots shall have the power through a duly recorded instrument to amend, alter or disband the committee, and if disbanded, to reinstate the committee and appointed the first members of the reinstated committee. Declarant also has the authority to make any changes to the recorded covenants at any time.

14. These covenants shall run with the land and shall be binding upon all parties and persons claiming under then for a period of 30 years from the date of recording. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority for the then owners of the lots has been recorded agreeing to the changes in said covenants in whole or in part.

15. Invalidation of any one or more of the provisions herein by judgment or court order shall not affect the validity of any other provisions, which shall remain in full force and effect.

16. Enforcement of the foregoing shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or provision herein, either to restrain violation or to recover damages for said violation.

In witness whereof the Declarant herein has caused these presence to be executed the day of ____ of _____ 2021.

JEFFREY A, STALBERGER Administrator

Crosstown Development LLC

STATE OF MINNESOTA) in COUNTY OF ANOKA)

On this day ____ of _____ .2021 before me, a Notary Public, the foregoing instrument was acknowledge by JEFFREY A. STALBERGER Administrator of Crosstown Development LLC

Drafted by:
Jeffrey A. Stalberger
17404 – Ward Lake Dr NW
Andover, Mn. 55304