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**DECLARATION OF  
COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF  
CLOVERDALE FARM  
HOMEOWNERS ASSOCIATION**

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# **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

## **CLOVERDALE FARM HOMEOWNERS ASSOCIATION**

### **WITNESSETH:**

WHEREAS, The Association desires to provide for the preservation of the values and amenities in the community and for the maintenance of the private open spaces and to this end desires to subject the real property described in Article 2, Section 1 hereof (together with such further property as may be added pursuant to Article 2, Section 2 hereof) to the easements, restrictions, covenants, conditions, charges and liens set forth in this Declaration, each and all of which is and are for the benefit of the property and each Owner thereof; and

WHEREAS, The Association has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the power of maintaining the open spaces, administering and enforcing the covenants and restrictions contained in the Declaration and collecting and distributing the assessments and charges created by this Declaration; and

WHEREAS, The Association has been incorporated, under the laws of the State of Minnesota, as a non-profit corporation for the purpose of exercising these functions; and

NOW, THEREFORE, The Association declares that the real property described in Article 2, Section 1 hereof (and such additions thereto as may be made pursuant to Article 2, Section 2 hereof) is, and shall be, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions"), which covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## **ARTICLE 1 DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

**Section 1 Association:** Cloverdale Farm Homeowners Association, a Minnesota non-profit corporation, its successors and assigns.

**Section 2 Board:** the Board of Directors of the Association as elected by its Members.

**Section 3 Declarant:** the Board of the Association as elected by its Members.

**Section 4 Mortgagee:** any entity or person named as mortgagee in any mortgage deed granting a lien ('Mortgage') on any Lot.

**Section 5 Cloverdale Farm or the Property:** the property subject to this Declaration, and any additions subject to this Declaration or any Supplementary Declaration, pursuant to Article 2.

**Section 6 Living Unit:** a residential housing unit consisting of a group of rooms and hallways and attached garage that are designed and intended for use as living quarters for one family and located on a Lot.

**Section 7 Lot:** any Lot contained on a recorded plat of Cloverdale Farm, including any Lot resulting from the platting of any additional property and made subject to this Declaration pursuant to Article 2.

**Section 8 Member:** each Owner entitled to membership in the Association pursuant to the provisions of Article 3.

**Section 9 Owner:** the record Owner or contract vendee of the fee simple title to any Lot, but excluding contract vendors, Mortgagees or any others having such interest merely as security for the performance of an obligation.

**Section 10 Common Property:** Property owned by the Association and listed in Exhibit A.

**Section 11 Natural Planting Areas:** Consist of prairie grasses and wildflowers that are native to Minnesota, groves of trees, shrubs, and similar plantings. Mowed lawns are not Natural Planting Areas. For purposes of this Section and Article 10 Section 1, the ACC, subject to Board oversight, has the power to determine what "similar plantings" qualify as Natural Planting Areas.

**Section 12 Limited Common Property:** Those easements as listed in Exhibit B.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1 Existing Property:** The real estate subject to this Declaration is located in Washington County, Minnesota and is listed on the attached Exhibit A, under Real Property, all of which property shall hereinafter be referred to as "Existing Property".

**Section 2 Additional Property:** Additional real property, hereinafter referred to as "Additional Property", may become subject to the covenants and restrictions of this Declaration by filing for record in the Office of the Washington County Recorder or of the Registrar of Titles, whichever is appropriate, one or more Supplementary Declaration of Covenants, Conditions and Restrictions, hereinafter collectively referred to as "Supplementary Declaration", which shall extend the scheme of the covenants and restrictions of this Declaration to the Additional Property. The Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or desirable to reflect the different character, if any, of the Additional Property, but in no event shall any such Supplementary Declaration revoke, modify, or add to the covenants and

restrictions established by this Declaration with respect to any property which has been previously subject to the Declaration. Alternatively, such Supplementary Declaration may be made by any property Owner who desires to add his or her property to the scheme of this Declaration and to subject it to the jurisdiction of the Association upon approval in writing of the Association pursuant to provisions for voting contained in its Bylaws.

**Section 3 Other Annexed Property:** Other property may be annexed as provided above upon the written approval of 67% of the Members of the Association.

### **ARTICLE 3**

#### **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1 Membership:** Each Owner of a Lot is a Member of the Association. Membership is appurtenant to and may not be separated from ownership.

**Section 2 Voting Rights:** The Association will have one class of voting membership. Members will be all Owners of one or more Lots. When more than one person or entity shares ownership of a Lot, the vote will be exercised as the persons or entities determine among themselves.

**Section 3 Suspension of Voting Rights:** The right of any Member to vote will be suspended during any period in which that Member is delinquent in the payment of any assessment levied by the Association.

### **ARTICLE 4**

#### **DUTIES OF ASSOCIATION**

**Section 1 Landscaping Common Property:** The Association must maintain landscaping on Common Property.

**Section 2 Landscaping Limited Common Property:** The Association shall have the option, at its discretion, of maintaining and installing landscaping in the Limited Common Property in the event that they are not maintained adequately, in the Association's discretion, by each Lot Owner.

**Section 3 Collection of Garbage:** Should Baytown Township not provide garbage collection services to the Owners, the Association shall be empowered to contract with private vendors for the collection of garbage in Cloverdale Farm.

**Section 4 Enforcement of Covenants and Restrictions; Architectural Control:** The Association is responsible for the enforcement of the covenants and restrictions contained in this Declaration, and of the architectural controls imposed by Article 6.

**Section 5 Common Property:** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the

Common Property, if any, and all improvements thereon (including furnishings and equipment related thereto) and must keep the same in good, clean, attractive and sanitary condition, order and repair.

## **ARTICLE 5**

### **ASSESSMENTS AND RESERVE FUND**

**Section 1 Creation of Assessments:** Each Owner of any Lot, by acceptance of a deed for a Lot, whether or not expressed in the deed or any conveyance, is deemed to agree to pay to the Association: (a) annual assessments and (b) any Individual Lot Maintenance Assessment (defined herein) levied against the Owner's Lot pursuant to the provisions of this Declaration.

**Section 2 Purpose of Annual Assessments:** The annual assessments shall be levied for the purpose of paying the costs associated with the duties of the Association as set forth in Article 4 hereof, together with the incidental costs of operating the Association.

**Section 3 Levy of Annual Assessments:** The annual assessment must be fixed at a uniform rate for each Lot. The annual assessment shall be due and payable each May or such later date as set by the Board. Each year, the annual assessment shall be levied by the Association, based upon a proposed budget including amounts necessary to maintain an appropriate "Reserve Fund". The annual assessment may be increased, without a vote of the Members, by not more than \$25.00 per Lot, per year; provided that the costs of garbage removal service shall always be in addition to such increases. In order to increase the annual assessment more than the maximum amount established in this Section, a vote of 67% of the Members present, in person or by proxy, at the annual meeting or a special meeting called for that purpose, shall be necessary. The annual assessment for each year shall be fixed, and written notice provided to each Owner at least thirty (30) days prior to May 1, or such later date as set by the Board, of the year in which the assessment is due. Failure to provide such notice, however, shall not render the assessment invalid.

**Section 4 Individual Lot Maintenance Assessments:** In the event that any Owner violates any covenant or fails to perform any condition contained in this Declaration, the Association may perform the act, remove the defect or correct the violation upon thirty (30) days written notice to the Owner. The Owner may give written notice of appeal to the Association and request a special meeting of the Board. The hearing shall be held within 30 days of receipt of the Owner's notice of appeal. The Board will have five business days after the hearing to affirm or amend the decision. If the Board does not take action within five business days after the hearing, the Association's decision is final. If the Association so acts on behalf of an Owner, the Association may levy an assessment (hereinafter, "Individual Lot Maintenance Assessment") against the Lot for the cost of the performance or correction, including attorney's fees.

**Section 5 Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that each

such assessment must have the assent of 67% of the voting Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6 Reserve Fund:** The Board has the power to create a Reserve Fund as necessary. The Reserve Fund is to be set and maintained by the Board for contingencies or future capital expenditures.

**Section 7 Effect of Nonpayment of Assessment; Remedies of Association:** The annual assessments, the special assessments for capital improvements and Individual Lot Maintenance Assessments shall be fixed as provided in this Declaration. If any such assessment is not paid when due, it shall become delinquent and shall, together with interest at a rate of eight percent 8% per annum, plus any costs of collection and any attorney's fees, become a continuing lien on the Lot and shall also be the personal obligation of the Owner of the Lot at the time the assessment is made. The lien may be enforced and foreclosed by action in the same manner in which mortgages may be foreclosed in Minnesota. Each Owner, by acceptance of a deed for any Lot, shall be deemed to give full and complete power of sale to the Association and to consent to a foreclosure of the lien by advertisement. The Association may elect to bring an action at law against the Owner personally obligated to pay the assessment.

**Section 8 Subordination of Lien to First Mortgages:** The lien of assessments provided for herein shall be subordinate to the lien of any first Mortgage, and the sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage, or pursuant to any other proceeding or arrangement in lieu of such foreclosure, shall extinguish the lien of such assessments as to installments which became due prior to the effective date of such sale, transfer or acquisition by the Mortgagee to the end that no assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed at the termination of any period of redemption or otherwise. In the event of the extinguishment of such assessment lien as aforesaid, the entire amount of such unpaid assessment shall be reallocated and assessed against, and payable by the Owners of all other Lots exclusive of such mortgaged Lot. The Board will provide its method of calculating the reallocated amount of the assessments to any Owner upon written request. No such sale, transfer or acquisition of possession shall relieve an Owner or a Lot from liability for any assessments thereafter becoming due or from the lien thereof, or shall relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such property from the personal obligation to pay the same.

**Section 9 Exempt Property:** The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use;
- (b) All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemption; and
- (c) All Common Property.

Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.



## **ARTICLE 6**

### **ARCHITECTURAL CONTROL**

**Section 1 Architectural Control Committee:** The Board has the power to establish an Architectural Control Committee ("ACC") consisting of three persons, or such other number as may be established by the Board. Members will be appointed and serve at the pleasure of the Board.

**Section 2 Original Construction:** A site plan, landscaping plan and plans and specifications for the construction of a Living Unit on any Lot must be submitted to the ACC for its written approval before any construction activity is begun.

**Section 3 Review of Modifications:** After the completion of an original Living Unit on a Lot, the construction or modification of any building or structure including fences, mailboxes, or retaining walls shall require prior written approval by the ACC of the plans and specifications for the construction, in accordance with the standards set forth in Section 4 hereof.

**Section 4 Standard of Review:** The ACC may promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition, the following shall apply: the plans and specifications shall be reviewed as to quality of workmanship, design and harmony of external design with existing structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the Owner's residence or to paint the interior of the Owner's residence any color desired.

**Section 5 Procedure:** If the ACC fails to approve or disapprove plans and specifications within thirty (30) days after the submission of same to it, or such additional period as the ACC and Owner may agree in writing, approval will be deemed to have been granted. In the event of disapproval by the ACC, the requesting Owner may give written notice that the Owner wishes to appeal the ACC decision and request a hearing with the Board. Such notice must be furnished to the ACC within ten (10) days of its decision. The hearing shall be at a special meeting of the Board to be held within thirty (30) days of the receipt of the Owner's notice of appeal. The ACC must provide the Board with the proposed plan and the Board will have five business days after the hearing to affirm or amend the ACC decision. If the Board does not take action within five business days after the hearing, the ACC decision will become final.

**Section 6 Removal and Abatement:** The ACC or the Association shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any non-conforming construction or other violation. Any cost incurred by the ACC or the Association shall be levied as an Individual Lot Maintenance Assessment as provided in Article 5.

**Section 7 Variances:** The Board may, upon written request and review, grant reasonable variances to the covenants, conditions and restrictions, contained in this Declaration, in order to overcome practical difficulties or to prevent unnecessary hardships. The ACC will review

requests for variances and make a recommendation to the Board. The Board may grant a variance only if it determines the variance is not detrimental to other Owners and does not defeat the purpose of this Declaration.

## **ARTICLE 7**

### **PROPERTY RIGHTS IN THE COMMON PROPERTIES**

**Section 1 Easements:** Subject to the provisions of Section 2 hereof, the following easements will exist in favor of each Owner and appurtenant to such Owner's Lots or Outlots across and upon the Common Property:

- (a) Non-exclusive easements to construct, install, repair and replace sanitary and storm sewer, water, gas, electric, telephone, cable television and other utility lines serving such Lot or Outlot in the location the same shall be initially constructed or installed by the Declarant, or such other location as may be approved by the Board.
- (b) A non-exclusive easement for the use and enjoyment of the Common Property developed for open-space or recreational purposes;
- (c) A non-exclusive easement over the Limited Common Properties;
- (d) A non-exclusive easement for pathway or landscaping purposes over part of Lots described in Exhibit B.

**Section 2 Extent of Members' Easements:** The rights and easements created hereby and the title of the Association to the Common Property are subject to the following:

- (a) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Property, and in aid thereof to mortgage said Common Property; however, the rights of such Mortgagee in the Common Property shall be subordinate to the rights of the Members hereunder;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure;
- (c) The right of the Association, as provided in its Articles and Bylaws, to suspend the voting and enjoyment rights of any Member for any period during which any assessment remains unpaid, as provided in the Association's Bylaws;
- (d) The right of the Association to make use of such portions of the Common Property as may be necessary and incidental to the construction of any initial improvements upon the Common Property and such other rights as are contained in Article 4 hereof;
- (e) The rights of the Association to dedicate or transfer all or part of the Common Property to any public agency, authority or utility for such purpose and subject to such condition as may be agreed to by the Members, provided that no such (i) dedication, (ii) transfer, or (iii) determination as to purpose or conditions thereof, will be effective unless (a) an instrument signed by Members entitled to cast at least 67% of the votes of the membership have been recorded agreeing to such dedicated transfer, purpose or condition, and (b) written notice of the proposed amendment and action thereof is sent to every Member at least ninety (90) days in advance of any

action taken. The consent requirements of Articles 13, Section 3 must also be satisfied to effect a valid dedication.

Nothing herein contained shall be construed as a dedication of any part of the Common Property to the public or to public use.

**Section 3 Taxes and Special Assessments on Common Property:** Taxes and special assessments that would normally be levied against the Common Property shall be divided and levied in equal amounts against the Lots or Outlots or as the governmental taxing authorities shall determine, which levies shall be a lien against such individual Lots and Outlots.

**Section 4 Delegation of Rights:** Any Owner may delegate the Owner's right and easement of enjoyment in and to the Common Property to the Members of the Owner's family, guests or to tenants who reside on the Lot. The Board has the right to establish limitations on Owner's ability to delegate rights in order to protect the interests of the Association and the Association's resources.

## **ARTICLE 8 INSURANCE**

**Section 1 Liability Insurance; Fidelity Bonds:** The Board, or its duly authorized agent, is authorized to obtain a broad form of liability insurance covering all of the Common Property, insuring the Association with such limits of liability as the Association determines to be necessary including a "severability of interest" clause which precludes the insurer from denying the claim of an Owner because of the negligence of the Association or another Owner.

**Section 2 Insurance on Insurable Common Property:** The Association shall keep all insurable improvements and fixtures on the Common Property insured against loss or damage and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual assessments.

**Section 3 Replacement or Repairs of Common Property:** In the event of damage to or destruction of any part of the Common Property, the Association will have the right to repair or replace the damage from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs or repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments made against such Owners. Any reconstruction assessed hereunder shall be adopted in accordance with the procedures set forth in Article 5 of this Declaration with respect to annual assessments and special assessments, as herein provided, and the lien of any reconstruction



assessment levied hereunder shall be subordinate to the lien of any Mortgage, in the same manner and to the same extent as the subordination of annual assessments and special assessments, as provided in Article 5 of this Declaration.

**Section 4 Annual Review of Policies:** All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the Common Property which may have been damaged or destroyed.

## **ARTICLE 9 PROHIBITED USES**

**Section 1 Use:** No Lot shall be used except for residential purposes. No Living Unit shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, not to exceed two stories in height, and an attached garage for at least two cars and on-site parking spaced to accommodate at least two cars. No garages shall be erected on any site except attached garages and no attached garage for more than three cars shall be permitted without the express written approval of the ACC. These provisions do not apply however, to the existing garages on Lot 15, Block 2, Cloverdale Farm.

**Section 2 Subdivision:** No Lot shall be subdivided or split by any means whatsoever into any greater number of residential Lots, nor into any residential plots of smaller size without the express written consent of the Association.

**Section 3 Standards:** All uses of the Lots shall, as a minimum, comply with the zoning and other applicable ordinances and regulations of Baytown Township. The standards herein contained shall be considered as requirements in addition to said zoning and other applicable ordinances and regulations.

**Section 4 Minimum Square Footage and Set Back Provisions:** The ACC shall have the right to set minimum square footage requirements and restrict setbacks.

**Section 5 Signage:** Except as otherwise provided in written policies adopted by the Board, no sign shall be placed on any Lot or within the Property without the express written consent of the ACC, except that one 'for sale' sign may be placed on a Lot by an Owner or the Developer without ACC approval.

**Section 6 No Pets and Animals:** No birds, animals or insects shall be kept on any Lot except dogs, cats and other common house pets provided that they are not kept, bred or maintained for any commercial purposes. Cats must be kept on a leash or restrained within a confined area when outside the home or garage. Dogs must be kept under voice control or kept on a leash or restrained within a confined area when outside the home or garage.

**Section 7 Home Occupation:** Except as otherwise provided in this Section, no profession or home industry shall be conducted in any Living Unit or on any Lot without the written approval of the Board. The Board in its discretion, upon consideration of the

circumstances in each case, and particularly the effect on surrounding property Owners, may permit a Lot to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry may be permitted unless it is considered to be compatible with the residential neighborhood. Telecommuting or home occupations that do not create a nuisance or excessive vehicular traffic within the neighborhood are permitted.

**Section 8 Nuisances:** No clothes line or drying yards or pet control lines shall be permitted unless concealed by hedges or screening acceptable to the ACC. No weeds or other unsightly growths shall be permitted to grow or remain upon the premises. No refuse pile or unsightly objects will be placed or allowed to remain upon the premises. In the event that an Owner of any Lot shall fail or refuse to keep such premises free from weeds or refuse piles or other unsightly objects, then the Association may, upon 15 days written notice, enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed as trespass and in the event of such removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot and such amount shall be due and payable within thirty days after the Owner is billed therefor. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. The outside storage of an unlicensed motor vehicle upon the premises shall also be considered a nuisance.

**Section 9 Leasing:** Any lease between an Owner and a non-Owner occupant shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and shall provide that any failure by the non-Owner occupant to comply with the terms of such documents shall be default under the lease. The Owner must give the Board written notice of any lease, the time period of the lease and the Owner's written representation of compliance with this Section.

**Section 10 Boundary Fences, Boundary Walls and Boundary Hedges:** Boundary walls, boundary fences and boundary hedges are inconsistent with the intended plan of development for the property and therefore are not permitted.

**Section 11 Other Walls, Fences and Hedges:** No wall or fence shall be constructed or hedge planted anywhere on any Lot until the height, type, design, and location have been approved in writing by the ACC. Under no circumstances shall a wall, fence or hedge be permitted with a height of more than six (6) feet, without an approved variance. The height or elevation of any wall, fence or hedge shall be measured from the existing elevations on the property at or along the applicable point or lines. Any question as to such heights may be completely determined by the ACC. The height limitations as set forth in this section shall not be applicable to tennis court enclosures provided such enclosures have been approved by the ACC. A refusal by the ACC to allow or permit a fence, wall or hedge (including tennis court enclosures and swimming pool fences) on any particular Lot or in any particular location shall not be construed to be an abuse of discretion.

**Section 12 Storage Tanks:** No permanent storage tanks of any kind shall be erected, placed or permitted on any Lot unless buried or effectively screened from view outside the Lot.

**Section 13 Temporary Structures:** No structure of temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

**Section 14 Auxiliary Structures:** No detached dog kennels, runs or enclosures will be permitted unless their design and location are approved by the ACC. No detached storage buildings shall be permitted except those approved by the ACC as conforming in design and appearance to the dwelling and which are located in the proximity of the dwelling or garage.

**Section 15 Driveways:** Driveways must be constructed of concrete, bituminous or other hard surface material. Material and installation shall be subject to approval of the ACC. Driveways must be installed within one year of the date a Certificate of Occupancy is issued for any dwelling constructed upon a Lot.

**Section 16 Exterior Lighting:** All exterior lighting fixtures and standards shall be shown on submitted plans and shall comply with the overall lighting plan of the Association. All forms of exterior lighting shall be subject to approval of the ACC.

**Section 17 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 ACC prior to installation or construction.

**Section 18 Antennas:** Except with the prior written approval and authorization of the ACC, no satellite dishes over 24" in diameter, 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.

**Section 19 Completion of Construction of Improvements:** All construction work shall, upon approval of plans by the ACC, be carried on with dispatch; all improvements shall be constructed in conformity with the then existing building codes of Baytown Township, Minnesota; and all building plans shall be prepared by or under the supervision of a registered architect, a builder or a qualified design professional. If any structure is begun after approval of the plans as provided in Article 6 and is not completed within one year after the commencement of said construction, and in the judgment of the ACC, it is offensive or unsightly in appearance, the ACC may take such steps as may be necessary to make the Property harmonious with other properties, such steps including completion of the exterior of the structure, screening or covering the structure or any combination thereof, or similar operation. The amount of any expenditure made in so doing shall be the personal, joint and several obligations of the respective Owner or Owners and shall be a lien on the Lot and may be foreclosed in the same manner as provided in Article 5.

## **ARTICLE 10 OWNERS' DUTIES**

**Section 1 Minimum Landscape Plan:** Each Owner is required to submit a landscape plan for approval and to request approval of any significant modifications to their property. Owners shall be charged with the maintenance or enhancement of Natural Planting Areas that must cover 50% or more of each Lot, excluding the buildings and hard surface areas such as patios and driveways. Areas that adjoin lakes, designated wetlands or natural drainage swales must contain a filter strip of native prairie grasses, vegetation, or ground cover mulches, which strips are included in the 50% Natural Planting Area requirement. Each Owner will have (i) until September 30, 2014 or, (ii) for newly developed Lots, three years from the date of initiation of Lot development, to comply fully (i.e., seeding and planting completed) with the provisions of this Article 10, Section 1. An Owner may petition the Board for a further extension of time to comply with this section on the grounds of financial hardship. The Board has the power, in its sole discretion, to grant extensions under this section.

In addition, all Lots must be sodded, seeded or mulched within 60 days after substantial completion of the Living Unit, except those Living Units completed from November to March of each year shall have until the following June to complete the minimum landscape plan.

Should an Owner fail to respect these duties, the Association reserves the right to seed, sod or plant an area and levy an Individual Lot Maintenance Assessment against such Lot for the costs incurred by the Association therein pursuant to the provisions of Article 5, Section 4. All Lots shall be subject to easements over and across such premises to permit the Association to carry out the work described in Sections 1 and 2 of this Article.

**Section 2 Mailboxes:** Each Owner shall maintain a mailbox of the design and type initially installed by the Association. The mailboxes shall be on the public right-of-way, and may be located in groups of two or more. The Association reserves the right to levy an Individual Lot Maintenance Assessment against a Lot, pursuant to the provisions of Article 5 Section 4, should an Owner fail to maintain the mailbox.

**Section 3 Maintenance and Repair:** In order to preserve the uniform and high-standard appearance of the Property, each Owner undertakes responsibility for maintenance and repair of the exterior of his Living Unit, private yard 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 and the staining and repair of patio structures. In maintaining 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, including treating noxious weeds, and shall be required to remove snow from the private driveways, parking areas and walkways to the Living Unit. Maintenance, painting and

construction shall be in the original colors and materials, or other colors and materials as approved by the ACC.

## **ARTICLE 11 GENERAL PROVISIONS**

**Section 1 Association Easement:** The Association shall have an easement to enter upon any Lot in order to perform any obligations or duties of the Association hereunder, or to exercise any right or remedy of the Association hereunder.

**Section 2 Duration of Declaration of Covenants, Restrictions and Easements:** The covenants, restrictions, and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association of the Owner of any Lot subject to this Declaration, or their respective legal representative's, heirs, successors and assigns. The easements set forth herein shall be perpetual. The covenants and restrictions herein set forth shall have a term of twenty (20) years from the date this Declaration is recorded, after which time, said covenants and restrictions shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than 75% of the Owners and thereafter by any instrument signed by not less than 67% of the Owners. Any amendment must be properly recorded in the public records.

**Section 3 Enforcement:** In the event any Owner fails to comply with the provisions of this Declaration, or the Bylaws or Articles of Incorporation of the Association or with decisions of the Association which are made pursuant thereto, such failure will give rise to a cause of action on the part of the Association, or any aggrieved Owner for the recovery of damages or for injunctive relief, or both. Owners shall have a similar right of action against the Association. Enforcement of these covenants and restrictions may be made by any proceeding at law or in equity and the prevailing party will be responsible for all related costs.

**Section 4 Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall maintain in full force and effect.

**Section 5 Rules and Regulations:** The Board may, from time to time, adopt such rules and regulations as the Board, in its sole discretion, deems appropriate or necessary, including, without limiting the generality of the foregoing, additional rules and regulations concerning the use of parking areas, maintenance of the Common Property, reservation policies for the tennis courts and additional rules and regulations concerning the appearance of each Lot and utilization of ponding areas. Furthermore, the Association will adopt stocking and catch and release policies for the Members. To help ensure the continuing water quality of the lakes, the Association has the power to adopt rules and regulations limiting the use of chemical fertilizers.



## **ARTICLE 12**

### **WATER MAINTENANCE AND MANAGEMENT**

**Section 1 Access:** All Owners within Cloverdale Farm shall have access to Cloverdale Lake and McDonald Lake according to the easements described in Exhibit B of this Declaration.

**Section 2 Existing Cloverdale Lake Declaration:** A Declaration of Covenants and Restrictions for Cloverdale Lake dated the 5<sup>th</sup> day of September, 1987, recorded September 15, 1987 as Document No. 551180, contains reciprocal Covenants and Restrictions governing Cloverdale Lake.

**Section 3 McDonald Lake Maintenance and Water Management:** In addition to Cloverdale Farm, property owners from The Shores of Lake McDonald, Lake McDonald Woods and Blackwood 2<sup>nd</sup> Addition border McDonald Lake. These sub-divisions have covenants and restrictions regarding water maintenance and management. The Association may enter into agreement(s) for management responsibilities with one or more of the above subdivisions which relate to the maintenance and water management for McDonald Lake.

**Section 4 Cloverdale Lake Maintenance and Water Management:** The Association in conjunction with Cloverdale Riparian Owners Association, Inc., shall be responsible for maintaining the environmental quality of Cloverdale Lake for the benefit of the Owner of any Lot. Maintenance of environmental quality shall include, without limitation, testing the lake waters for oxygen content and clarity, aerating the water, establishing fish habitat, stocking fish, removing nuisance vegetation, and any other activities deemed appropriate by the Association.

**Section 5 Surface Water Use:** The surface water of Cloverdale and McDonald Lakes shall be restricted to electric motors of no more than five horsepower. No petroleum fueled motors are permitted.

**Section 6 Docks:** Each lakeshore Lot is limited to one dock not more than 32 feet long (from the lakeshore) and 4 feet wide. An "L" or "T" shaped section may be incorporated at the end of the dock if it does not exceed the overall length limit. The surface of the dock may be either fixed or floating but must be located within 24 inches of the surface of the water to maintain a low-profile appearance. With the exception of a fixed bench, no other structures (e.g., gazebo) shall be incorporated onto the surface of the dock. Dock should consist of materials that are naturally colored to the extent possible (not including white). Final design, materials, colors and location on the shoreline of all new and replacement docks must be approved by the ACC.

**Section 7 Anchored Rafts:** All structural, floating swim rafts used in the lakes must be the type that is attached to the end of a dock when not in use. They can be detached and floated out into the lake for use during swimming, but must be reattached to the dock when not in use. No anchored rafts separate from and not integral to the Owner's dock will be allowed unless approved by the ACC.

**Section 8 Water Management Rules and Regulations:** As provided in Article 11, Section 5, the Association shall promulgate rules and regulations regarding the maintenance and

use of Cloverdale and McDonald Lakes. Said rules may limit but are not limited to the location and number of boats or recreational craft on any individual Lot, the number of guests, may require an Owner to accompany guests, shall have fish stocking and catch and release policy and may restrict the number of boats on the water at any one time. If necessary, erosion control policies may be adopted. Owners must adhere to the policies and regulations of the Minnesota Department of Natural Resources and the Washington County Shoreland Ordinances.

## **ARTICLE 13**

### **RIGHTS OF MORTGAGEES**

**Section 1 Mortgagee's Rights:** Notwithstanding any other provisions of this Declaration, the Articles of Incorporation or the Bylaws of the Association, the provisions of this Article 13 shall control, and in the event of a conflict between the provisions of this Article and the provisions of this Declaration, Articles or By Laws, the provisions of this Article shall control.

**Section 2 Notice of Default:** Any Mortgagee holding a first Mortgage on a Lot, and who shall have previously filed a written request with the Association, shall be entitled to written notification of any default by the mortgagor or Owner of such Lot or his, or their, heirs, successors or assigns in the payment of any assessments or the performance of any other duties or obligations herein set forth which shall have remained in default for a period of thirty (30) days or more. The neglect or failure of the Association to tender such notice to the Mortgagee shall toll the running of any time limits applicable to the procedure for the collection of such assessment or remedies available to the Association on account of such default.


**Section 3 Consent Required:** Without the prior written approval of sixty-six and two thirds percent (66.7%) of the holders of mortgage liens against all Lots, the Association shall not be entitled to:

- (a) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer any property which the Association shall have acquired for the benefit of the Owners;
- (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot; or
- (c) by act or omission, change, waive or abandon the scheme of exterior and architectural controls, as hereinabove set forth.

  
President

COUNTY OF WASHINGTON

*James A. Butts*  
Notary Public

 JAMES A. BARTHOLOMEW  
NOTARY PUBLIC  
MINNESOTA  
My Commission Expires Jan. 31, 2015



**EXHIBIT A-1**  
**REAL AND COMMON PROPERTY**

Real Property

Lots 1 through 19, inclusive, Block 1;  
Lots 1 through 39, inclusive, Block 2;

Common Property

Outlot C; all in Cloverdale Farm, according to the recorded plat thereof on file and of record in the offices of the County Recorder, Washington County, Minnesota.

Those areas of the public street right-of-ways that have medians, islands and boulevards that are maintained by the Association.

**EXHIBIT B-1**  
**LIMITED COMMON PROPERTY**

1. A non-exclusive easement for landscaping and maintenance purposes by the Association over;
  - a) The Westerly forty feet (40') over Lots 14, 15, and 16, Block One and Lots 2, 3, 5, 6 and 7, Block Two;
  - b) The South thirty feet (30') of Lots 1, 2, and 14, Block Two.
2. A non-exclusive easement for pathway, landscaping and maintenance purposes by the Association over:
  - a) The Southeasterly twenty feet (20') of Lot 15, Block Two;
  - b) The South twenty feet (20') of Lot 29, Block Two;
  - c) The East sixty feet (60') of Lot 17, Block One;
  - d) The North thirty feet (30') of Lots 16, 17, and 18, Block One;
  - e) Easement over Lot 28:

That part of Lot 28, Block 2, which lies fifteen feet (15') Easterly, Northwesterly, Northeasterly and Easterly of the following described line: Commencing at a point which point is the Southwest corner of said Lot 28, thence Easterly along the Southerly line of said Lot, 182.73 feet to the point of beginning of the line to be described; thence North 10 degrees West 17.81 feet; thence North 67 degrees West 133.00 feet; thence South 70 degrees West 60.00 feet to the Westerly line of said Lot; thence Northerly along said Westerly line to its intersection with the publicly dedicated 53<sup>rd</sup> Street Court North, and there terminating.
  - f) Easement over Lot 29:

That part of Lot 29, Block 2, which lies fifteen feet (15') Easterly, Southeasterly, Southwesterly, and Easterly of the following described line: Commencing at a point which is the Northwest corner of said Lot 29, thence Easterly along the Northerly line of said Lot 29, 182.73 feet to the point of beginning of the line to be described; thence South 10 degrees East 37.19 feet; thence South 57 degrees West 114.08 feet; thence North 77 degrees West 114.82 feet to the Westerly line of said Lot 29; thence Southerly along said Westerly line to its intersection with the publicly dedicated McDonald Drive Overlook, and there terminating.