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by Rev Wagner, Deputy

DUFFERIN PARK

A Residential Development

In The

City of Savage, County of Scott, State of Minnesota

DECLARATION OF COVENANTS

FOR

DUFFERIN PARK 12TH ADDITION

Drafted by:
Genstar Land Company Midwest
11000 West 78th Street, #201
Eden Prairie, MN 55344

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DECLARATION OF COVENANTS

THIS DECLARATION is made this 1st day of October, 1998 by South Oaks Savage General Partnership, a Minnesota general partnership ("Developer").

RECITALS

A. The Developer is the fee owner of certain lands located in Scott County, Minnesota, legally described as follows:

Lots 1 through 8, Block 1;
Lots 1 through 14, Block 2; and
Lots 1 through 18, Block 3;

all in DUFFERIN PARK 12TH ADDITION

B. The Developer desires to impose upon and subject the Subdivisions to certain covenants, easements, restrictions and reservations for the benefit of the Subdivisions and other subdivisions within an area described and defined herein as "Dufferin Park".

DECLARATION

NOW, THEREFORE, the Developer hereby declares, imposes upon and makes all of the Subdivisions subject to the following covenants, conditions, restrictions, reservations, and easements, the burden of which shall run with the Subdivisions and bind all persons who now or hereafter have any right, title, or interest in the Subdivisions, and the benefit of which shall run with the Subdivisions and inure to the benefit of all persons who now or hereafter have any right, title, or interest in the Subdivisions:

ARTICLE I DEFINITIONS

The following definitions shall apply for the purpose of these Declarations:

Section 1. Subdivisions: The real property platted as Dufferin Park 12th Addition, Scott County, Minnesota, each Addition being referred to singly as a "Subdivision".

Section 2. Dufferin Park: The real property consisting of the plats of Timberline Ridge South 3rd Addition, Timberline Ridge South 4th Addition, Timberline Ridge South 5th Addition, Dufferin Park 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th and 11th Additions, the Subdivisions and additional platted tracts of Land within Registered Land Survey No. 142, Scott County, Minnesota, which the Developer may by subsequent declarations elect to bring within the jurisdiction of the Association by means of separate declarations of covenants.

Section 3. Lots: Each of the lots specifically identified above.

Section 4. Association: Dufferin Park Owners' Association, a Minnesota non-profit corporation, or such other association which succeeds to the rights and obligations of Dufferin Park Owners' Association.

Section 5. Residential Improvements: The clearing of some or all of the trees from the Lot, the grading of the Lot, or the construction, erection or installation of any structure, including, (without limitation) the following structures: any house, garage, shed or other building; any porch or deck; any fence, any Antenna (as defined in Article II, Section 6); any retaining wall, terrace or other landscaping structure; any patio, driveway or parking area; any tennis court; and any swimming pool (whether above ground or below ground). The planting of trees, shrubs, and other plants shall not be deemed Residential Improvements.

Section 6. Owner: The record Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers.

Section 7. Common Area: All real property or easement interests therein (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners and property, the maintenance of which is specifically assumed by Developer and the Association hereunder. Initially, the Common Area shall consist only of easements granted to or reserved by Developer for subdivision monuments and the landscaped cul de sac center islands within dedicated roadways in Dufferin Park.

Section 8. Dufferin Park Standard Lots: The following Lots are deemed "Dufferin Park Standard Lots":

Lots 1 through 4, Block 1 and
Lots 14 through 18, Block 3

all in DUFFERIN PARK 12TH ADDITION

Section 9. Dufferin Park Estate Lots: The following lots are deemed "Dufferin Park Estate Lots":

Lots 5 through 8, Block 1;
Lots 1 through 14, Block 2; and
Lots 1 through 13, Block 3

all in DUFFERIN PARK 12TH ADDITION

ARTICLE II GENERAL COVENANTS AFFECTING ALL LOTS

Section 1. Residential Purposes. Each Lot shall be used only for residential purposes, except that Lots or portions of Lots may be used by home builders for temporary offices, model homes and/or for subdivision entrance monuments. Residential purposes include houses and other Residential Improvements.

Section 2. Building Specifications.

a. Height. No dwelling shall be erected, altered or placed on a Lot or permitted to remain there other than one detached single family house not to exceed two stories in height, as measured from grade. If the house includes a walkout basement, the basement shall not be counted as a story.

b. Elevations. Identical house elevations are not permitted on adjacent Lots or Lots which are directly across the street from one another.

d. Garages. Each house shall have two or more attached fully-enclosed garages, but no carports or detached garages shall be permitted. There may be garage space for any number of cars, but from the street in front of the house it must appear that there is garage space for no more than three cars. Example #1: One double garage door facing the street and one single garage door on the side of the house but visible from the street. Example #2: Three single garage doors facing the street and one single garage door facing the rear of the house but not visible from the street.

e. Exterior Materials. Front elevation exterior materials may be a combination of brick, stone, wood, stucco or siding, but masonite is not permitted. Garage doors shall have raised panels.

f. Storage Structures. Attached or detached structures for storage purposes are permitted, but any storage structure large enough to hold an automobile shall be considered a garage whether or not it is used as a garage. Each storage structure on a Lot shall be of the same color, design and quality of construction as the house on the Lot.

g. Completion. Each house or other structure constructed or placed on a Lot shall be completely finished on the exterior thereof within nine (9) months after commencement of construction.

h. Floor Areas and House Widths. The following minimum dimension requirements apply, depending upon whether the applicable Lot is a Standard Lot (Article 1, Section 8) or an Estate Lot (Article 1, Section 9):

(1) *Standard Lots* : If the house has one story, excluding any walkout basement, the first floor area shall be at least 1,300 square feet. If a house is a split level house, then the first floor above grade shall be at least 1,400 square feet. If the house has two stories, excluding any walkout basement, the total area of the first floor shall be at least 1,000 square feet. The minimum house width including garages shall be 50 feet.

(2) *Estate Lots* : If the house has one story, excluding any walkout basement, the first floor area shall be at least 1,500 square feet. If a house is a split level house, then the first floor above grade shall be at least 1,500 square feet. If the house has two stories, excluding any walkout basement, the total area of the first floor shall be at least 1,100 square feet. The minimum house width including garages shall be 50 feet.

The first floor areas described in (1) and (2) above shall be exclusive of breezeways, open porches and garages.

Section 3. Setbacks. Building setbacks from all Lot lines shall comply with city ordinances, as modified by any applicable planned unit development special use permit.

Section 4. Nuisance. No noxious or offensive trade or activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision.

Section 5. Prohibited Dwellings. No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding shall be used on any Lot at any time (either temporarily or permanently) as a dwelling.

Section 6. Antennas. No exterior antenna, aerial, tower, wire, line, cable, dish or other

device for transmitting or receiving radio, television, microwave, laser or other electromagnetic signals ("Antenna") shall be constructed, erected, installed, placed or used on any Lot except dishes used for transmitting television will be permitted provided the diameter of the dish does not exceed 3 feet. Approved dishes will be erected or placed on the house or garage at a location where the sight of the dish from the street is minimized.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. The total number of dogs and cats kept on a Lot at one time shall not exceed three (3).

Section 8. Driveways; Parking; Vehicles. All driveways and parking areas constructed on any Lot shall be paved with an asphalt, brick, or concrete surface from the garage to the street pavement (including any area within the public right of way). Operable vehicles may be kept, stored, or parked only on paved driveways, on paved parking areas, or in enclosed garages. All other vehicles shall be kept, stored, or parked only in enclosed garages. "All other vehicles" means all motorized and all non-motorized vehicles except operable automobiles, including (without limitation) the following: automobiles that are inoperable, recreational vehicles, all-terrain vehicles, motorcycles, bicycles, snowmobiles, watercraft, aircraft, tractors, house trailers, camping trailers, and other trailers. Notwithstanding the foregoing prohibition, guests of the Owner of a Lot visiting for less than 15 days in any 30 day period may park their vehicles on unenclosed paved areas of the Lot.

Section 9. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, except during construction of Subdivision improvements and houses. Trash, garbage, and other waste shall be kept in sanitary containers.

Section 10. Signs. No sign of any kind shall be displayed to the public view on any Lot except as follows:

a. One sign no larger than 6 square feet in area may be placed on each Lot advertising the Lot for sale, unless the Lot is a corner Lot, in which case one such sign for each side of street frontage is permitted.

b. During the initial construction and sales period of the Subdivision, one additional sign no larger than 36 square feet in area may be placed on any Lot containing a model home.

Section 11. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat of the Subdivision.

Section 12. Landscaping. Front yards from the street pavement to the house (including any area within the public right of way), sideyards to the rear of the house, and the public rights of way adjoining sideyards of corner lots shall be sodded and boulevard trees installed, as required by the City of Savage, within nine (9) months after occupancy of the house.

Section 13. Soil Removal. No sod, soil, sand, or gravel shall be sold or removed from any Lot, except for the purpose of excavating for the construction or alteration of a house on the Lot or appurtenances thereto, or for the proper grading thereof, or for road improvement.

Section 14. Rights of Developer and Home Builders. Until the last Lot within the Subdivision is sold and conveyed to an Owner other than the Developer or a professional home builder, the following actions by said persons will not be deemed violations of the foregoing restrictions:

a. use of a house for model and sales office purposes;

b. The storage of equipment, materials, and earth during the construction of new houses; and

c. The display of signs of any legal size advertising lots or houses in the subdivision.

ARTICLE III
COVENANTS AFFECTING LOT 1, BLOCK 2, AND LOT 1, BLOCK 3

A cul-de-sac will be constructed adjacent to Lot 1, Block 2 and Lot 1, Block 3 and within the Valley View Drive right-of-way. This cul-de-sac will be temporary until such time as Valley View Drive is extended south across the Credit River.

ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

Section 1. New Improvements. No Residential Improvement shall be commenced upon any Lot by anyone except the Developer without the prior written approval by the Architectural Review Committee ("Committee") of the person who will actually perform the work and of the plans and specifications for the work.

Section 2. Changed Improvements. The exterior color, style, and materials of any structure on a Lot shall not be changed by anyone except the Developer without prior written approval by the Committee of the person who will actually perform the proposed work and of the plans and specifications for the work.

Section 3. Committee Members. The Committee shall consist of three individuals appointed by the Developer until the date the Developer no longer owns any Lot in Dufferin Park. Thereafter the Committee shall consist of three individuals appointed by the board of directors of the Association.

Section 4. Committee Chairman. The Committee shall appoint one of its members to be its chairman. The chairman shall call meetings of the Committee. A quorum of the Committee shall consist of two of its members. The committee may act upon the vote or written consent of any two of its members. The chairman of the Committee is authorized to execute certificates of approval, notices of disapproval and similar instruments effectuating decisions of the Committee.

Section 5. Submission of Plans and Specifications. At least seven (7) days before work on a Lot is commenced, the Owner of the Lot shall submit to the Committee one complete set of plans and specifications (including, without limitation, full site plans, grading and drainage plans, building elevations, roof pitches, exterior colors and materials).

Section 6. Review of Plans and Specifications. Within seven (7) days after receipt of plans and specifications, the Committee shall approve or disapprove them in writing. The Committee may disapprove plans and specifications only for one or more of the following reasons:

a. Non-compliance. Non-compliance with this Declaration, municipal ordinances or other governmental regulations.

b. Incompatibility With the Lot. Failure of the proposed Residential Improvement to be compatible with the Lot upon which it is to be built, in terms of topography, soils and existing vegetation.

c. Incompatibility With Dufferin Park. Failure of the proposed Residential Improvement to be compatible with the houses and other structures in Dufferin Park, in terms of style, general size, height, and width, quality of construction, price range and obstruction of views.

d. Inadequate Information. Failure of the plans and specifications to show all information necessary to evaluate the foregoing characteristics.

The Committee's determinations concerning the builder and plans and specifications shall be conclusive. If the Committee disapproves the plans and specifications, it shall state in writing the reason for such disapproval and the deficiencies which must be cured to obtain approval.

Section 7. Remedies Against Owners. If construction of or exterior changes to a Residential Improvement are commenced without the Committee's approval of the plans and specifications, or if construction of or exterior changes to a Residential Improvement are completed not in accordance with approved plans and specifications, any Owner of a Lot in Dufferin Park may bring an action to enjoin further construction and to compel the Owner to conform the Residential Improvement with plans and specifications approved by the Committee. Any such action must be commenced and a notice of lis pendens must be filed within ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate municipal authority, in the case of a house, or within ninety (90) days after the date of completion, in the case of any other Residential Improvement.

Section 8. Remedies Against Committee. In the event that the Committee and/or the members of the Committee shall fail to discharge their respective obligations under this Article III, then any owner of a Lot in Dufferin Park may bring an action to compel the discharge of said obligations. Any such action must be commenced within ninety (90) days after the date on which the certificate of occupancy is issued by the appropriate authority, in the case of a house, or within ninety (90) days after the date of completion, in the case of any other Residential Improvement. Such an action shall be the exclusive remedy of any Owner of a Lot for failure of the Committee and/or its members to discharge such obligations. Under no circumstances shall the Developer, the Committee or members of the Committee be liable to any person for damages (direct, consequential or otherwise).

ARTICLE V THE ASSOCIATION; ASSESSMENTS

Section 1. Membership and Powers. The membership and powers of the Association shall be as set forth in its Articles of Incorporation as from time to time amended.

Section 2. Assignment of Monument Easements. At such time as the Developer no longer owns any interest in any Lots, all recorded easements in favor of the Developer relating to the erection and maintenance of Subdivision monuments shall be automatically assigned to the Association, which shall assume all of the Developer's obligations thereunder. The Developer and the Association will execute a confirmatory agreement of such easements, but the failure to execute such a document shall not abrogate the effect of this Article IV, Section 2.

Section 3. Creation of Lien and Personal Obligation of Assessments. The Developer, for each Lot, hereby covenants, and each Owner by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees,

shall be a charge upon the Lots and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney' s fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not be passed to successors in title unless expressly assumed by them.

Section 4. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Lots, and for the acquisition, improvement and maintenance of the Common Area.

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 the capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both the annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association said in forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on the Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner of the Lot, and may foreclose its lien upon the Lot in the manner provided by law for the foreclosure of mortgages. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any transfer in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to the end of the period of redemption after such sale or prior to such other transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof, or shall relieve the Owner of such Lot from personal liability from such assessments as hereinbefore provided.

Section 10. Performance of Work by the City. In the event the Developer or the Association, as the case may be, do not maintain the Subdivision monuments or the landscaped cul de sac center islands within Dufferin Park in a manner which is reasonably acceptable to the City of Savage, the City may after thirty (30) days advance written notice to the Developer or the Association, as the case may be, do the work, which in its opinion is necessary, and charge the cost of such work against the Lots in the Subdivision in the same manner as an assessment herein.

ARTICLE VI
ADMINISTRATIVE PROVISIONS

Section 1. Duration. This Declaration shall remain in full force and effect for 30 years after the date hereof; provided, however, that the rights of the City of Savage under Article IV, Section 10, shall not be abrogated by reason of the expiration of the effectiveness of the balance of this Declaration, such rights to vest perpetually in the City.

Section 2. Severability. Invalidation of any one or more of the provisions herein by judgement or court order shall not affect any of the other provisions, which shall remain in full force and effect until the date of expiration.

Section 3. Mode of Enforcement. Any Owner of any portion of the Subdivision shall have the right to enforce the provisions of this instrument in the Owner's name by proceedings in law to recover damages or by proceedings in equity to restrain any violation; provided that the remedies in Article III and not the remedies of this Article V, Section 3 shall apply to violations of Article III.

Section 4. Amendment; Termination. This Declaration may be amended or terminated only by an instrument executed by all of the following persons:

- a. the Owners of at least 75% of all the Lots in the Subdivision; and
- b. the Developer, so long as it owns any Lot in the Subdivision.

Any amendment or termination instrument need not be executed by any other person holding an interest in the Subdivision.

Section 5. Captions. The title of this instrument and the captions of the articles and sections of this instrument are for convenience of reference only.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written.

DEVELOPER: SOUTH OAKS SAVAGE GENERAL PARTNERSHIP

By Genstar Land Company Midwest,
Its Managing General Partner

By Peter J. Gualtieri
Peter J. Gualtieri, Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)



The foregoing instrument was acknowledged before me this 1st day of October, 1998, by Peter J. Gualtieri, Vice-President of Genstar Land Company Midwest, a Minnesota corporation, which is the managing general partner of South Oaks Savage General Partnership, a Minnesota general partnership.

Sharon M. Storholm
Notary Public