

Cassidy Ridge Second and Third

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this day 21 of September, 2018, by the undersigned fee owner of the following described land (hereinafter referred to as "Declarant"):

Lots 1-13, Block 1 and Lot 1-12, Block 2; Cassidy Ridge Second, Olmsted County, Minnesota (all of which land together constitute and shall hereinafter be referred to as the "Lots").

Lots 1-14, Block 1, and Lot 1, Block 2, and Lot 1, Block 3, and Lots 1-4, Block 4, and Lots 1-10, Block 5; Cassidy Ridge Third, Olmsted County, Minnesota (all of which land together constitute and shall hereinafter be referred to as the "Lots")

WHEREAS, Declarant hereby imposes upon and subjects said Lots, for the benefit of said Lots only and the present and future owners thereof, to the following conditions, restrictions, reservations and covenants which shall operate as restrictions passing with the conveyance of every Lot and shall apply to and bind every successor in interest.

1. **DEFINITIONS.** The following words or terms used in this Declaration shall have the meanings herein ascribed to them.

a. "Developer" and "Declarant" means PAKS Properties IV, LLC, a Minnesota LLC, its successors and assigns.

b. "Lot" means any Lot included within the scope of this Declaration and as shown upon the recorded subdivision plat of Cassidy Ridge in Olmsted County, Minnesota.

c. "Lot Owner" means the record owner, whether one or more persons or entities, of title to any Lot subject to these covenants, including vendees of a contract for deed.

d. "Plot" means an area of land consisting of any Lot and part of another Lot or a part of any Lot, or parts of two or more Lots.

2. TYPE OF STRUCTURE PERMITTED. No Lot or Plot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot or Plot other than one (1) detached single family dwelling not to exceed two (2) stories in height, and a private garage for not less than two (2) automobiles. Garages shall be directly attached to the dwelling. Outside storage buildings may be erected provided they have prior approval of the Architectural Control Committee ("ARC") and provided that the exterior of the storage building be of the same material as the exterior of the residential structure. Structures erected or placed on any Lot or Plot must be in harmony with the residence in respect to workmanship, materials and external design.

The dwelling's front exteriors must be stucco, brick, stone, or wood, or be materials of such design, character, and quality as the Architectural Control Committee deems appropriate. High-grade hardboard, or "hardi-plank" style siding shall be used for the front exterior in combination with areas of brick, stone, or stucco. Brick, stone or stucco should have an 18 inch return at all corners. High-grade hardboard, Hardi-plank style siding or high-grade maintenance-free type siding may be used on sides and rear of dwellings with Architectural Control Committee approval. A laminated shingle, or equal, shall be used on all structures, giving a textured appearance. The Architectural Control Committee (ARC) may approve other materials the ARC considers appropriate for the home design. The roofline for all homes must have a minimum 8/12 pitch or be approved by the Architectural Control Committee. All structures must match and conform to the plans approved by the Architectural Control Committee. If the structures do not match and conform to the approved plans the owner of the property shall take any and all actions to bring the structure into conformance with the approved plans. Such remedial actions shall be completed within 90 days of owner receiving notice of non-conformance. The owner shall pay to any party enforcing this provision all costs incurred by the prosecuting party, including any and all expenses and attorney's fees, should the prosecuting party prevail in a proceeding at law to compel conformance. All structures constructed or placed on the property shall be completely finished on the exterior thereof within nine months after commencement of construction.

3. PLACEMENT OF STRUCTURES. The dwelling shall be located on each Lot as shown on the coving diagram for that lot (diagram provided to the buyer by the developer) unless approved by the Architecture Control Committee. Rear lot line, interior lot line and side street right of way line setbacks shall be per applicable City of Rochester ordinance. For purposes of the covenants and restrictions set forth in this paragraph 3, eaves, steps, fireplaces, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any eave, step, fireplace, or open porch on a lot to encroach further into a setback area shown on the coving diagram for each specific lot.

4. BUILDING REQUIREMENTS. The size of any building or structure, exclusive of one-story open porches, basements, garages, fireplaces and three season porches, shall be:

a. A single floor or rambler style home must have a minimum of 1600 square feet of living area on the main floor.

b. A two-story home, must have a minimum of 1200 square feet on the main floor and 2200 square feet of finished living area excluding basement.

c. Other style homes must receive specific case-by-case ARC written approval.

d. Construction of the dwelling must begin with 6 months of closing on the sale of the lot. Exceptions to this deadline may be approved by the developer.

e. If buyer chooses to sell lot, the developer is granted the opportunity to purchase lot for an amount equal to the net proceeds received by the developer when lot was sold less \$5000.

5. **STRUCTURES AND BOULEVARD NOT TO BE USED FOR RESIDENTIAL PURPOSES.** No trailer, basement, tent, shack, garage, barn, or outbuilding erected on the premises shall at any time be used as a residence temporarily or permanently, nor shall any Structure of a temporary character be erected, used or occupied for residence thereof; nor shall any building not completely finished on the exterior be occupied as a residence.

6. **SODDING.** The entire yard of each lot shall be sodded, except for wooded areas, if left in natural condition, within six (6) months of occupancy, weather permitting or during the first planting season after occupancy. Areas of steep slopes that are hard to maintain can be hydro seeded, planted with native grasses, or covered with fiber blankets. The Lot Owner shall accept responsibility for site maintenance and for controlling storm water runoff. The Lot Owner shall correct all site maintenance or drainage problems within fifteen (15) days of receiving written notice from the City of Rochester or the Declarant. After said 15-day notice period, the Declarant and/or the City of Rochester shall have the right to enter the property, correct the site problem and bill the Lot Owner for the work done.

7. **ARCHITECTURAL CONTROL COMMITTEE.** There is hereby created an Architectural Review Committee ("ARC") that shall initially be composed of the management and officers of the developer. A majority of the ARC may designate a representative to act for it. In the event of a death or resignation of any member of the ARC, the remaining members shall have full authority to designate a successor. Neither the members of the ARC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 100% of the Lots affected by this Declaration have been sold by Declarant, or its successors and assigns, to owners who reside in dwellings constructed on said Lots, the said owners of the majority of the Lots affected by this Declaration shall have the power through a duly recorded written instrument to change the membership of the ARC or to modify, expand or restrict its powers and duties.

8. **ARCHITECTURAL CONTROL.** No structures shall be erected, placed, or altered on any Lot or Plot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Review Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. The committee's approval or disapproval as required by these covenants shall be in writing. In

the event the ARC, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, the applicant must notify the ARC via certified mail requesting approval or disapproval. If within ten (10) days after receiving said notice, the ARC or its designated representative fails to approve or disapprove the plans, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. If at any time the ARC has ceased to exist as such, and has failed to designate a representative to act for it, the need for committee approval shall be dispensed with.

If construction of the dwelling begins prior to receiving the ARC approvals discussed above, the lot owner will be assessed a fine of \$10,000.

9. **LOT USE.** No obnoxious or offensive activity shall be carried on upon any Lot or Plot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except: one professional sign of not more than one square foot; one sign of not more than six square feet advertising property for sale or rent. Permanent entrance monuments, as well as signs and sales aids used during the construction and sales period, may exceed this requirement and must be approved by the Architectural Review Committee.

11. **FENCES.** No fence or wall shall be erected or placed on any Lot without the approval of the Architectural Review Committee, nor shall any fence or wall be erected nearer to any side yard than the minimum setback allowed under the City of Rochester fence ordinance, if any. In no case shall fences be constructed nearer to the street than the principal structure. No chain link or wire type fencing shall be allowed, except for interior fencing for a kennel as defined in paragraph 12, and except that the ARC may approve, at its discretion, brown, black or green vinyl coated chain link fences of not more than 48 inches in height (72 inches in the case of a swimming pool enclosure). The ARC is under no obligation to approve any chain link fence it deems inappropriate.

12. **KEEPING OF ANIMALS.** No animals of any kind shall be raised, bred or kept on any Lot or Plot, except that dogs, cats, or other household pets may be kept, provided that they are not kept for any commercial purposes and are housed in the main dwelling, garage, or in a kennel attached to the rear of the home. The kennel must be screened from view from streets or adjacent lots by cedar or redwood fencing or material specifically approved by the Architectural Review Committee. A kennel may not be constructed without specific written approval from the Architectural Review Committee.

13. **OUTSIDE GARBAGE RECEPTABLES.** No outside incinerators, trash burners or garbage receptacles shall be installed or erected on any Lot or Plot. This covenant shall not be construed to prohibit the use of outdoor barbecues or fireplaces. All garbage receptacles shall be kept out of sight except within 12 hours of collection by the garbage removal company.

14. **RECREATIONAL EQUIPMENT.** Recreational equipment is defined for the purposes of this Declaration as travel trailers, pickup campers or coaches, motorized dwellings, trailers, snowmobiles, fish houses, ATV's, boats and trailers. No Recreational equipment shall be used on a lot for living, sleeping or housekeeping purposes. No recreational equipment shall be parked on any Lot, Plot, or appurtenant street for a period longer than seventy-two (72) consecutive hours in any week. In addition, no abandoned vehicle shall be parked on any Lot, Plot, or appurtenant street for a period longer than three (3) consecutive days. For purposes of these covenants, any automobile, van, motorcycle, or other motorized vehicle which is parked in the same location without use for more than seventy-two consecutive hours because of vehicle failure, or because of substantial deterioration causing the vehicle to lose all or virtually all economic value except scrap value, shall be presumed to be an abandoned vehicle.

15. **RADIO, SATELLITE AND TELEVISION ANTENNA, ETC.** No radio or television broadcasting or receiving antenna or other similar apparatus shall extend above the roofline of the dwelling and shall not be more than 24 inches in diameter. Conventional TV antennas should be mounted within the attic of the structure. Any receiving or broadcasting equipment to be located outside the structure shall be screened from view from streets and adjacent lots. No such equipment shall be erected without prior review and approval of the Architectural Review Committee.

16. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each Lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction or flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

17. **AMENDMENT.** The provisions of this Declaration may be revised, amended, rescinded, or restated as may be required or deemed necessary at any time by the Lot Owners. Any such change shall be in writing by owners of 75% of the Lots, based upon one vote for each Lot owned. When more than one person or entity holds an interest in a Lot, the assent for any change of these covenants shall be exercised as they between or among themselves shall determine, but in no event shall more than one vote inure to any Lot. No such change shall be effective except upon recordation with the County Recorder of Olmsted County, Minnesota, of the amendatory instrument. Notwithstanding the foregoing, the Declarant shall have the exclusive right to amend this Declaration at any time for any reason until twenty-four (24) months after the date of execution of this Declaration.

18. **ENFORCEMENT OF COVENANTS.** Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenants. Any action brought to enforce these covenants must be brought within six (6) months after the violation of covenants first occurred.

The invalidation of any of these covenants by judgment or court shall in no way affect any of the other provisions, which shall remain in full force and effect.

The Declarant and Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges, now or hereafter imposed pursuant to this declaration of covenants or restrictions and a failure to enforce the covenants and restrictions shall not be deemed a Waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of Declarant or the Owners.

19. **DURATION OF COVENANTS.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants, restrictions and conditions are recorded, after which time the same shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change the same in whole or in part.

20. **MAILBOXES.** The Lot Owner shall maintain and repair their mailbox. The mailbox shall be maintained as the same style, color, and materials as those provided by the Developer.

21. **COMMON AREAS.** All the owners of the Lots shall be responsible for the upkeep, if any, of the common areas, and shall be bound by the provisions of the Articles of Incorporation and By-Laws of Cassidy Ridge Homeowners Association, LLC. Each owner shall be a member of the Cassidy Ridge Homeowners Association, LLC.

22. **BOULEVARD AND FRONT YARD TREE PLANTING.** The Developer shall plant a boulevard tree(s) per the approved Boulevard Tree Planting Plan. All lot owners are required to plant one tree (minimum 2 ½ inch diameter, balled and burlap) in the front yard.

23. **LANDSCAPE PLAN.** A landscape plan for the front of the house shall be submitted by the lot Buyer within six (6) months after lot closing. A \$1000 sod and tree escrow will be collected at lot closing. This escrow will be released when the yard is sodded, the 2 1/2" balled and burlap tree is planted and the landscape plan for the front of the house has been submitted.

24. **CONSTRUCTION OF DRIVEWAYS AND APPROACHES.** All Living Units constructed on said Lot shall have a concrete driveway and concrete driveway approach.

25. **WALKWAYS.** Walkways shall be constructed of concrete or brick or other approved hard-surfacing material.

26. **HOUSES AND STRUCTURES.** Additions to houses and structures, remodeling or reconstruction shall be subject to the same restrictions and conditions as the original house construction. Care shall be taken to assure the alterations of the buildings' exteriors are of the same style as the existing house. Materials used and considerations made by the Architectural Review Committee in review of the plans shall be the same as for the Construction Phase Standards.

27. **EXTERIOR MAINTENANCE.** Each lot and the building(s) erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

28. **NO NOXIOUS ACTIVITY.** No noxious or offensive activities shall be carried on in any dwelling or lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; and no materials shall be stored or kept on or in front of said Properties, except for the purpose of immediate incorporation into a structure on the Properties.

29. **HAZARDOUS ACTIVITIES PROHIBITED.** No Owner shall engage in or permit any activities on his/her lot, or maintain or permit any conditions in his/her Living Unit which would be considered extra-hazardous by casualty insurance companies or would adversely affect the insurability of the Living Unit of the Lot Owner or the Living Units of any other Lot Owner in the Subdivision.

IN WITNESS WHEREOF, THE Declarant has caused these presents to be executed this 21st day of September, 2018.

PAKS Properties IV, LLC

By: *[Signature]*

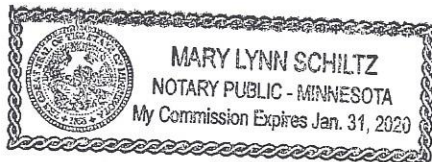
It's general manager

STATE OF MINNESOTA)

SS.

County of Olmsted)

The foregoing was acknowledged before me this 21 day of September, 2018, by Richard Argue, the General Manager of PAKS Properties IV , LLC, a Minnesota LLC, on behalf of the LLC.



Mary Lynn Schiltz
NOTARY PUBLIC