

## DECLARATION OF COVENANTS

**THIS DECLARATION** is made this \_\_\_ day of \_\_\_\_\_, 2022, by Green Trio-Dev, LLC, a Minnesota limited liability company (Declarant).

### WITNESSETH:

**WHEREAS**, the Declarant is the owner of certain real property located within Hennepin County, Minnesota, and legally described as follows:

Lots 1 through 5, Block One and Lots 1 through 10, Block Two, all within the plat of Creekside Meadows, according to the duly recorded plat thereof.

("Property")

and

**WHEREAS**, in conjunction with subdividing the Property, the Declarant seeks to establish certain covenants to run with the land relating to its use.

**NOW, THEREFORE**, the Declarant hereby does make and adopt the following covenants, which covenants shall be binding upon the property:

### RESTRICTIONS ON PROPERTY

1. Definitions. The following words shall have the following meanings (unless the context indicates otherwise):

- a. "Dwelling" shall mean a building consisting of one or more floors, designed and intended for occupancy as a single family residence, including any garage attached thereto, and located within the boundaries of a Lot.
- b. "Owner" shall mean a Person who owns a Lot, but excluding contract for deed sellers, mortgagees and other such secured parties. The term "Owner" includes, without limitation, contract for deed purchasers and holders of a life estate.
- c. "Plat" shall mean the recorded plat depicting Creekside Meadows, Hennepin County, Minnesota.
- d. "Unit or Lot" shall mean any platted lot in the Property as shown on the Plat, including all improvements thereon.

2. Single Family Residential Use Requirement. All Lots shall be for residential use for single family dwellings.

3. Restriction on Business Use. No Lot shall be used for commercial purposes. However, notwithstanding any other provision herein to the contrary, an Owner or occupant of a Lot may maintain a home-based business thereon; provided that such a use is incidental to the principal use, and does not involve externally observable business activity, such as frequent deliveries to the Lot, frequent visitation by customers or employees, or signs or advertising.

4. Signs. No commercial signs or other similar advertising of any kind shall be placed on any Lot, except a professional sign advertising the Lot for sale.

5. Restrictions Relating to Construction, Size and Style of Dwellings and/or Accessory Buildings.

- a. No Lot shall contain any used or rebuilt dwellings or accessory structures. Notwithstanding the foregoing, prefabricated structures, including modular homes, shall be allowed, provided that they otherwise comply with the terms and conditions of the restrictions contained herein.
- b. Any one-story dwelling constructed or erected on a Lot must contain no less than 1,900 square feet within the fully enclosed first floor area. A two-story dwelling constructed on a Lot shall contain not less than 1,500 square feet fully enclosed on the first floor of such dwelling. The foregoing first floor square footage restrictions are exclusive of basement, open porches, and garages.
- c. The exterior of any dwellings or accessory building erected upon a Lot must be completed within 24 months of the commencement of construction of said structure. In addition, all front yards of Lots, that is that portion of the lawn of the Lot lying between the public street abutting said Lot and the dwelling constructed thereon, shall be sodded or seeded within 60 days of substantial completion of the dwelling, unless the substantial completion occurs between October 1 and May 1 of any year, in which case sodding or seeding shall be completed by the following July 1.
- d. All buildings shall be constructed with new materials. The exterior portions thereof, other than roof, windows and doors, shall be covered with siding, wood shingles, brick, cement, stone or grooved v-jointed materials; the front facing exterior wall shall be covered with Hardie type siding and/or brick and/or stone and side and rear facing walls may be covered with steel or vinyl siding; and as to the roof, it shall be of wood, asphalt, steel or fiberglass. Other building and roofing materials as approved by the Federal Housing Authority of the Housing and Urban Development Department of the United States of America from time to time shall also be acceptable. Notwithstanding the foregoing, no imitation brick, building papers, insulation board or sheeting, or other similar non-exterior materials may be used for the exterior finish on any such building. The exterior surface of any building, other than windows, shall be of earth tone colors.
- e. All dwellings upon Lots shall contain a minimum of a double garage and a maximum of a four-stall garage, which must be attached to and be part of the dwelling.

6. Outbuildings, Temporary Structures, Prefabricated and Used Dwellings. No

structure of a temporary character, trailer home, mobile home, manufactured home, recreational vehicle, motor coach, basement home, tent, shack, garage, barn or other outbuilding shall be used upon any Lot at any time as a permanent or temporary residence.

7. Inoperable Motor Vehicle. No Owner or occupant of a Lot shall allow motor vehicles to remain on such Lot for a period of more than 20 days if such motor vehicle lacks vital component parts or is in inoperable condition, unless it is kept in an enclosed garage or accessory building.

8. Storage of Recreational Vehicles. No recreational vehicle, motor coach, boat, trailer, or similar vehicle shall be stored outside a fully enclosed building provided that an Owner may store a recreational vehicle, motor coach, boat, or other similar vehicle on a Lot, provided that such storage shall be limited to not more than 20 days in a calendar year.

9. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood in which the Lot is located.

10. Pets. No animals, livestock, or poultry of any kind may be bred, raised, and/or kept on a Lot. Notwithstanding the foregoing, cats, dogs, or similar household pets may be kept on a Lot provided that (i) they are not raised, kept, bred or maintained for commercial purposes; (ii) that there is compliance with all laws, ordinances and regulations, including zoning regulations of the City of Greenfield, MN; (iii) the number of dogs must be two or fewer; and (iv) that all such animals are properly restrained or otherwise enclosed so as to avoid becoming an annoyance or nuisance to Owners or occupants of other Lots within the Subdivision.

11. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such refuse shall be kept in sanitary containers. Waste shall be removed from the Lot of not less than on a recurring weekly basis.

12. Exterior Lights. Any exterior lights constructed or installed upon any Lot shall be used, operated and maintained so as not to interfere with the use and enjoyment of any other Lots in the Subdivision.

13. Accessory Structures. Subject to the requirements of governing ordinances and regulations, accessory structures (shed, utility building, or other similar outbuilding) may be placed or installed upon a Lot. All accessory structures shall be constructed of materials and color that are consistent with, and conform with the dwelling constructed or to be constructed on such Lot.

14. Stormwater Management. The City of Greenfield ("City") has required that various improvements be constructed on the Plat to address stormwater runoff and drainage ("Stormwater Improvements"). The erosion control and pond plan of the Stormwater Improvements are depicted on the attached Exhibit A. All Lots shall be subject to the following as it relates to the Stormwater Improvements:

- a. Purpose. The easements granted herein are for the purposes of (i) maintaining perpetual, nonexclusive stormwater right of way, drainage and flowage easement areas for stormwater management within the plat of Creekside Meadows (ii) to mitigate the stormwater on said plat.

b. Grant of Construction, Stormwater and Drainage Easements. Declarant grants to the owners of Lots 1 through 5, Block One, Lots 1 through 5, Block Two, and Lots 7 through 10, Block Two, all within the plat of Creekside Meadows ("Benefited Lots"), a perpetual, nonexclusive stormwater right of way and drainage easement (Easement) in, through, over and across that portion of Lot 6, Block Two, Creekside Meadows ("Encumbered Lot") as depicted on the Plat as "Drainage Easement" ("Easement Area"). The Easement shall include the right of reasonable ingress/egress over the Encumbered Lot to the Easement Area to effectuate the purpose of the Easement.

c. General Rights, Duties and Obligations.

i. The Benefited Lots shall have the general right to enforce the terms and conditions of the Easement for the purposes of maintaining the Stormwater Improvements consistent with the scope and purposes set forth herein. Without limiting the foregoing, the Benefited Lots shall have the following specific rights:

1. The right to enter upon the Encumbered Lot and to obtain access thereto at reasonable times to monitor compliance with the terms and conditions of this Easement, to enforce compliance, or to take action necessary to maintain the Stormwater Improvements consistent with this City and governmental regulations and requirements.

2. The right to prevent any activity on, or use of, the Stormwater Improvements that is inconsistent with the scope and purpose of this Declaration.

3. The Encumbered Lot shall have the obligation to maintain, clean, repair and inspect those portions of the Stormwater Improvements. Said obligations regarding maintenance and cleaning shall be limited to removal of sediment or debris to insure compliance with the Stormwater Improvements and in no event shall such obligation include mowing or weed control.

ii. All Lots/Owners shall be responsible for the costs of repair and maintenance in a pro rata manner based on the percentage of acreage of their respective property as the property relates to overall acreage of the plat of Creekside Meadows.

iii. The Easement shall also include the right of the Benefited Lots to use the pond located within the Easement Area for recreational purposes, including ice skating and boating, but excluding hunting of any kind. Any such use shall be at the sole risk of the Owner using the Easement and the Owner agrees to defend, indemnify, and hold harmless the Owner of the Encumbered Lot for any claims, demands, losses, damages, and expenses arising from said Owner's or Owner's guests' or invitees' use.

- d. No Public Rights. Notwithstanding any other provision herein, the Stormwater Improvements are not intended to become public property. Nothing in this Declaration shall be deemed to constitute a gift, grant or dedication of any portion of the Benefited Lots or Encumbered Lot to the general public or for any other public purpose not otherwise identified herein.
- e. Fee Owner's Rights and Responsibility. Subject to the terms and conditions set forth herein, the fee owner of the Encumbered Lot shall retain all ownership rights in of the Easement Area and shall be responsible for real estate taxes and upkeep thereof.
- f. Non-Merger Upon Forfeiture. In the event any of the property upon which the Easement is located becomes delinquent in the payment of taxes or assessments to the extent that there may be a forfeiture, the Benefited Lots, or any of them, may, at their option, have the right to redeem and acquire the fee interest in the Easement Area and to take other actions as may be necessary to protect their interests in such property and to assure the continued enforceability of this Easement. In the event a Benefited Lot becomes the fee owner of the Easement Area, this Easement and all of its terms and conditions shall not be merged out of existence, but shall continue in full force and effect.
- g. City's Maintenance Rights. The City may maintain the Stormwater Improvements, as provided in this section, if the City reasonably believes that Owner of the Encumbered Lot has failed to maintain the Stormwater Improvements in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives said Owner written notice of such failure. The City's notice shall specifically state which maintenance tasks are to be performed. If said Owner does not complete the maintenance tasks within 30 days after such notice is given by the City, the City shall have the right to enter upon the Easement Area to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to said Owner, which shall include all staff time, engineering and legal, including reasonable attorneys' fees, and other costs and expenses incurred by the City. If said Owner fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the cost thereof against all of the lots within the Property and the Lot Owners hereby waive any right to appeal said assessment.

15. Modification. These Covenants shall run with the land and be binding on all parties hereto, their heirs, successors and assigns and may be amended or waived only with the prior written approval of a majority Owners of Lots within the development.

16. Enforcement. Any breach of these Covenants or the existence of any condition in violation of or contrary to these Covenants is declared to be a nuisance and the same shall be abated, removed or otherwise corrected by the Owner of the Lot upon which such breach or violation exists. In the event of such breach or violation, the developer or any Owner or

Occupant of any Lot within the Subdivision shall be entitled to abate, remove or otherwise correct or prosecute any such breach or violation at law or in equity to seek an injunction preventing such breach or violation or to recover damages for such breach or violation, or both. In any event, the Owner or Occupant seeking to abate the breach or violation shall be entitled to recover attorney's fees, costs and disbursements from the violating party. In the event that the developer or Owner or Occupant of another Lot removes or otherwise corrects the nuisance, it may be done at the expense of the Owner of the Lot, or charged to such Owner, and such Owner shall have no cause of action or claim for damages arising from such abatement, removal or correction.

**NOW, THEREFORE**, the Declarant hereby enacts this Declaration of Covenants for the purposes described herein.

**Green Trio-Dev, LLC**

By \_\_\_\_\_  
Matt Agrimson  
Its Chief Manager

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Matt Agrimson, the Chief Manager of Green Trio-Dev, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:  
SWENSON LERVICK SYVERSON  
TROSVIG JACOBSON CASS, P.A.  
710 Broadway, P.O. Box 787  
Alexandria, MN 56308  
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# EXHIBIT A

