

**DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS  
SUNRISE PONDS LLC  
PHASE I (56 Lots)  
DAKOTA COUNTY, MINNESOTA**

This DECLARATION, made this 25th day of April, 2007 by SUNRISE PONDS LLC a Minnesota limited liability corporation, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the fee owner of the real property described in Article I of this Declaration, and

WHEREAS, Declarant desires to provide for the preservations of the value and the harmony of external design among structures to be constructed on the real property described in Article I.

NOW THEREFORE, Declarant declares that the real property described in Article I shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restriction, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in The City of Farmington, County of Dakota, and being legally described as follows:

**Lots 1 through 6, Block 1, Lots 1 through 9, Block 2,  
Lots 1 through 16, Block 3, Lots 1 through 18, Block 4,  
and Lots 1 through 7, Block 5,  
All in  
SUNRISE PONDS LLC**

**ARTICLE II**  
**PROTECTIVE COVENANTS AND RESTRICTIONS**  
**FOR BUILDING AND USE**

Section 1. No building or other structure shall be permitted to be constructed, or maintained upon any building lot unless there has been compliance with the procedure set forth in Article III of this Declaration. All parties must fully comply with all City of Farmington and Dakota County requirements and ordinances regarding improvements to each homesite.

Section 2. No building or other structure shall be used for purposes other than residential in SUNRISE PONDS LLC.

Section 3. No building shall be constructed or maintained on any area of land consisting of less than one (1) building lot.

Section 4. No building shall be erected, altered, placed or permitted to remain on any building lot except for one detached dwelling with private garage or garages for at least two (2) but not more than four (4) average size cars.

Section 5. Activities within the drainage and utility easement shall be limited to those approved by City ordinance.

Section 6. No dwelling shall be constructed or maintained without an attached garage which shall contain spaces for at least two average size cars for Lots 1 through 6, Block 1; Lots 1 through 18, Block 4; and Lots 1 through 7, Block 5. Detached garages are permitted on Lots 1 through 9, Block 2 and Lots 1 through 16, Block 3.

Section 7. No motor home, camper, boat, motorcycle, snowmobile, all terrain vehicle, racing car or any form of recreational vehicle or unlicensed vehicles such as tractors, cement mixers, contractor's supplies, etc., whether motorized or not, shall be stored on any lot subject to these covenants unless stored or parked so as to be unable to be seen from the public street adjoining such lot, except construction equipment for a reasonable time during construction of homes.

Section 8. No motor vehicle shall be parked on a street anywhere within the sub-division subject to these covenants overnight for a period exceeding five (5) consecutive days or such lesser period as is prescribed by law or ordinance.

Section 9. No dwelling shall be constructed or maintained unless it has a driveway from the roadway to the garage sufficient in area to park at least two automobiles entirely off the roadway and shall be surfaced with

blacktop or concrete.

Section 10. No noxious or offensive activity or odors shall be permitted on or to escape from any building plot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently, and no horses, cows, goats, sheep, swine, poultry or any domestic animals, except household pets such as dogs or cats provided that they are not kept for a commercial purpose or allowed to annoy neighbors or their invitees, will be permitted to be kept.

Section 11. No lot shall be used or maintained as a dumping ground for any materials including, but not limited to, refuse, trash, garbage, junk motor vehicles or other waste. Said items shall be kept in sanitary garbage or trash containers concealed so as not to be visible from the street. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and operated in a manner that smoke or odor will not be objectionable. All Builders shall promptly clean any soil, earth or debris from all homesites and public rights of way resulting from construction work.

Section 12. No structure of a temporary character and no trailer, mobile home, vehicle, basement, tent, shack, garage, barn or other outbuildings shall be used at any time as a dwelling, either temporarily or permanently, and no trailers, commercial vehicles, tanks, mobile homes, or commercial equipment of any kind shall be located, stored or parked upon any building lot unless located, parked or stored within the buildings on the premises.

Section 13. No sign of any kind shall be displayed to the public view on any building plot except one professional sign of not more than one square foot, or a temporary sign of not more than eight square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

Section 14. Colors shall be approved by the Architectural Control Committee. Natural color stains such as earth tones, browns, greys or natural wood tones are approved. Other colors must be submitted for approval. Trim, garage doors, and doors must be coordinated with house color.

Section 15. No solar heating panels shall be constructed or maintained without the prior written approval of the Architectural Control Committee which committee shall have the authority to disapprove the construction and/or maintenance of solar heating panels or to give approval conditioned on such restrictions and conditions as the Architectural Control Committee deems appropriate.

Section 16. All improved lots disturbed by grading, construction and backfilling operations shall be reseeded and or fully sodded to back of home. Per City ordinance all precautions and proper erosion control measures must be implemented. In any case, where these activities have imposed unnecessary costs to the Developer, then Developer will seek reimbursement of these costs.

Section 17. All fences or decorative walls shall meet the requirements of City of Farmington. No wall or fence shall be constructed on any Lot until the height, type, design, and location have been approved in writing by the Architectural Review Committee. Fencing for dog runs must be incorporated with the Dwelling materials, and may not extend toward the front yard beyond the rear wall of the Dwelling closest to the rear property line, and must be built of wood or identical siding materials as the home and be comparable with the original home design. Decorative fences/walls constructed in front yard areas must be 60 inches in height or less and be built of wood, wrought iron or materials identical or complementary with the exterior of the home itself or else identical to the exterior of the home. Fencing or dog runs must be incorporated with the house materials and must not extend toward the front yard beyond the rear wall of the house closest to the rear property line and, subject to approval by the Association, must be constructed of wood or other identical or complementary materials, as above described. A refusal by the Architectural Review Committee to allow or permit a fence or wall on any particular Lot in any particular location shall not be construed to be an abuse of discretion.

Section 18. Except with the prior written approval of the Architectural Review Committee, no satellite dishes in excess of 24 inches in diameter, nor any exterior television or radio antenna of any sort shall be placed, allowed or maintained on any portion of a Lot, or the improvements or structures there. Approval shall be based on acceptable appearance, small size and screening from view.

Section 19. All homes shall have their lot landscaped with any required tree plantings and fully sodded or seeded yard within sixty (60) days of home completion. The Developer shall be solely responsible for the installation of all boulevard trees and any perimeter trees required by the City of Farmington.

Section 20. All lots within SUNRISE PONDS LLC are required to comply with all MPCA/NPDES, wetland preservation and banking regulations as well as all right of way, utility, and conservation easement requirements.

Section 21. All graded areas, including finish grade on lots, will

require a minimum of 6" of black dirt/topsoil and is the responsibility of the Builder. The responsibility for the installation of black dirt/topsoil shall not be transferred to the Homeowners.

Section 22. The property shall be further subject to a homeowner's association declaration which will require homeowner's association dues to be paid on a periodic basis for the plowing, and maintenance of streets and the common area, as well as for insurance, electricity, management fees and reserves. The dues may be assessed starting on the 1<sup>st</sup> day of the first month after Seller deeds the property to a buyer.

### **ARTICLE III**

#### **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. There is hereby created an Architectural Control Committee, hereinafter called "Committee", which shall be composed of three (3) persons appointed by the Declarant, their successors or assigns.

Section 2. The purpose of the Committee is to maintain the value and the harmony of external design among structures to be constructed and those structures constructed.

Section 3. The Committee may act by a majority of its members and any approval, authorization or other action made by the Committee must be written and signed by at least one of the members thereof.

Section 4. Upon death or resignation of a member of the Committee, the Declarant, their successors or assigns, shall appoint a new member. Upon failure to so appoint within ninety (90) days of the death or resignation of any member or members, the vacancy or vacancies shall be filled by the then property owners.

Section 5. In the event that it becomes necessary to fill a Committee vacancy by vote of the property owners, a notice of election signed by five of the then property owners specifying the date, time and place for the election shall be sent to each of the then property owners in accordance with the provisions of Article IV, Section 2. Said election shall be held not less than fifteen (15) days or more than thirty (30) days from the date of the mailing of the notice of election to all of the then property owners. The person who receives the highest number of votes to fill a vacancy shall fill said vacancy. At said election, one vote, and one vote only, shall be allowed for each lot owner.

Section 6. Any Committee member may from time to time designate or authorize a representative to act in his/her behalf provided that

the member does so in writing. The person so designated and authorized shall possess the same authority and power to act as the Committee member except that he serves at the pleasure of the Committee member who appointed him and he cannot appoint another person to represent him on the Committee.

Section 7. Committee members shall serve without compensation.

Section 8. Plans, specifications and proposals are required to be submitted to the Committee shall be delivered to the registered office of Bridgeland Development Company, until such time as Declarants' obligations and duties terminate.

Section 9. No dwelling, garage or other structure nor any external addition, alteration or remodeling thereof, shall be made, erected, altered placed or permitted to remain on any portion of the premises described in Article 1, unless and until detailed plans and specifications or proposals have been filed in writing with and have been approved by the Committee. Said plans, specifications and proposals shall contain details of external design, external colors, and color schemes, landscaping, fencing and placement of walks and driveways, the construction and the materials to be used in construction and the dimensions and location thereof. Said filing in writing shall utilize a form or forms, acceptable to the Committee. If the plans, specifications or proposals which satisfy the above-stated requirements have been submitted to the Committee and the Committee has failed to approve or disapprove such plans, specifications and proposals within twenty (20) days after such plans have been submitted; then approval of such plans, specifications or proposals will be conclusively presumed provided plans and specifications meet all requirements in Article II and the codes of the City of Farmington and/or State of Minnesota. Any plans, specifications and proposals approved, either expressly in writing or by the expiration of the said 20 day period, shall permit the property owner to construct in accordance with said plans, specifications and proposals and in conformity with applicable codes of the City of Farmington, but any deviation from said plans, specifications and proposals which, in the judgment of the Committee, is of substantial detriment to the appearance of the structure or of the surrounding area, shall be corrected to conform to the plans, specifications and proposals as submitted at the expense of the party who submitted said plans and specifications. Declarant, its successors, assigns, agents or employees shall not be liable for damages to anyone who has submitted plans for approval, or to any owner by reason of mistake in judgments, negligence or nonfeasance of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such plans.

Section 10. All structures, buildings, dwellings, improvements and landscaping, including a fully sodded yard or a fully seeded yard with satisfactory growth, must be completed within twelve (12) months after Committee approval of the plans, specifications or proposals. If work upon any structure, building, dwelling, improvement or landscaping is commenced but not completed within said twelve (12) month period and is, in the judgment of the Committee, offensive or unsightly in appearance, the Committee may take such action as it, in its discretion, deems necessary to eliminate the offensive or unsightly appearance, such action to include, but not be limited to, completion of the exterior or the screening or the covering of the structure, building or dwelling, or completing landscaping improvements, and the amount of any expenditure made in so doing shall be a direct obligation of the property owner, payable on demand, and shall constitute a lien on the building lot which shall be enforceable by the Committee in an action at law or equity. All lots without a building or structure must be maintained during the growing season by keeping the weeds and grasses cut to a height of 6” or less.

Section 11. If any structure, building dwelling, or improvement shall be fully erected and completed without the submission of plans, specifications or proposals as required herein, and shall remain in existence for one year after completion without a legal or equitable action having been commenced by a member of the Committee or any person who has standing to bring such an action, the structure, building, dwelling, or improvement shall be permitted to remain as though the Committee had initially approved of its construction. If such property is sold after the structure, building, dwelling or improvement is completed, but prior to expiration of one year, and no legal or equitable action has been commenced by service of process prior to the recording of the conveyance transferring ownership of the property, then such structure, building, dwelling or improvement shall be permitted to remain as though the Committee had initially approved of its construction.

Section 12. Nothing contained in this Declaration shall be construed or require the members of the Committee to bring an action at law or equity to enforce the provisions contained in this Declaration.

## **ARTICLE IV**

### **GENERAL PROVISIONS**

Section 1. 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 members of the Architectural Control Committee or the owner of any building plot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, restrictions and easements 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 the owners of not less than ninety percent (90%) of the lots of SUNRISE PONDS LLC and thereafter by an instrument signed by the owners of not less than seventy five percent (75%) of the lots. Any amendment must be properly recorded.

Section 2. Any notice required to be sent to any property owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the property owner.

Section 3. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action for the enforcement of these covenants, the prevailing party in such action shall be entitled to recover the costs incurred in such action, including reasonable attorneys fees as the Court may determine.

Section 4. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full effect.

IN WITNESS HEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 25th day of April, 2007.

**SUNRISE PONDS LLC**

By: \_\_\_\_\_  
Neal Krzyzaniak, Its Member

STATE OF MINNESOTA

COUNTY OF DAKOTA

The foregoing instrument was executed before me this 25th day of April, 2007, by Neal Krzyzaniak, Member of Sunrise Ponds LLC, a limited liability corporation under the laws of the State of Minnesota, on behalf of said corporation, Declarant.

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Notary Public  
Dakota County Minnesota  
My commission expires January 31, 2010

THIS INSTRUMENT WAS DRAFTED BY:  
Bridgeland Development Company (csf)  
10657 165<sup>th</sup> Street West  
Lakeville, MN 55044  
(952) 985-5000 Phone 469-5906 Fax