



**DECLARATION OF COVENANTS RESTRICTIONS AND EASEMENTS
REGARDING THE DEVELOPMENT OF
*WildRidge***

THIS DECLARATION, made this June 15, 2001, by Fernwood Developers, LLC, (hereinafter called the "Developer"), a Minnesota limited liability company;

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in the plat of WildRidge, on file and of record in the office of the County Recorder in and for Chisago County, Minnesota.

NOW THEREFORE the Developer hereby declares that all of the single-family residential lots in said plat(s) of WildRidge shall be held, sold and conveyed subject to the following easements, restrictions, and covenants, which shall run with the aforesaid real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

- Section 1. "Association" shall mean and refer to the WildRidge Association, a non-profit corporation organized pursuant to Chapter 317 of the Minnesota Statutes, it's successors and/or assigns.
- Section 2. "Common Area" shall mean any real property in which the Developer shall have reserved certain exclusive and/or nonexclusive easements, rights or obligations for itself and/or specific Owners as more fully described in this Declaration.
- Section 3. "Developer" shall mean and refer to the undersigned, it's successors and assigns, if such successors or assigns should acquire one or more undeveloped lots from the Developer for the purpose of development.
- Section 4. "Lot" shall mean and refer to any lot (with the exception of Outlots shown upon the recorded or future additional plat(s) of WildRidge.
- Section 5. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of a fee simple title to any lot in said plat(s) of WildRidge (whether existing or in future additional plats of WildRidge) including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- Section 6. "Property" and Properties" shall mean and refer to that certain real property platted in the plat of said WildRidge and any future additions thereto.
- Section 7. "Unit" shall refer to the dwelling facility located upon a given lot.

ARTICLE II

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

- Section 1. **PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES.** No damage to, or waste of the common area shall be committed by any Owner or invitee of any Owner and each Owner shall indemnify and hold the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.
- Section 2. **OUTDOOR STORAGE IS PROHIBITED.** Boats, cars, motor homes, recreational vehicles and the like shall only be stored within a garage or similar structure; provided, however, that outdoor storage during periods of normal use or enjoyment thereof by Owners or their guests is permitted up to a maximum of ten days per calendar month. No tractors/trailers or trucks rated in excess of 9,000 pounds gross weight shall at any time be stored or parked on any Lot or on any street for a period longer than 4 hours. Firewood may be stored outdoors only if adjacent to the rear of the residence.
- Section 3. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residency, either temporarily or permanently.
- Section 4. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except a dog or cat, or other household pet that may be kept provided it is not kept, bred, or maintained for any commercial purpose.
- Section 5. **RULES AND REGULATIONS.** No owners shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association.



ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- Section 1. MEMBERSHIP. Every Owner of a Lot that is subject to assessment shall be a member of the Association. Membership will be expanded from time to time to include all residential lots in future platted additions to WildRidge. Membership shall be appurtenant to and may not be separated from the ownership of any Lot that is subject to assessments.
- Section 2. VOTING. The Association shall have two classes of voting membership.
- (a) Class A. Class A members shall be all owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The unit vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
 - (b) Class B. Class B members shall be the Developer and shall be entitled to three votes for each lot owned.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

- Section 1. SERVICES. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for property operation whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others for the maintenance of common areas, to furnish electrical power for lights, entrance signs, and other common services to Owners.
- Section 2. MAINTENANCE OBLIGATION. Developer will landscape the Cul De Sac and Entrance Islands with low maintenance materials, and Developer will install decorative Lighting, an Entrance Monument / Landscaping and Developer will install common mailboxes for each Lot. The Owners, jointly and severally, shall be responsible for maintaining the Island landscaping, Lighting, Entrance Monument / Landscaping and mailboxes in substantially the same condition and quality of maintenance as that of the initial installation by Developer. Maintenance shall include mowing any grass areas, weeding, maintaining existing plantings, replacing plantings as necessary, removing any trash or debris, and generally keeping the

landscaping in a state of good condition and appearance. Maintenance shall also include repairing or replacing damaged mailboxes, monument and Lighting poles and fixtures as needed.

- Section 2. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the beneficial use and enjoyment of all of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise.
- Section 3. ASSOCIATION BOARD OF DIRECTORS. The Association shall elect a Board of Directors to oversee the rights and obligations of the Association. This Board shall consist of a minimum of five and a maximum of seven Lot Owners, as elected at the first authorized Association meeting.

ARTICLE V

COVENANT FOR ASSESSMENTS

- Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each lot (with the exception of Outlot A and Outlot B) owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:
- (a) annual assessments or charges, and
 - (b) 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 on the land and shall be a continuing lien upon the property against which each such assessment is made. Developer and Owners further consent to foreclosure of any such lien by advertisement or action otherwise as by Chapters 580 and 581 of the Minnesota Statutes provided, for a real estate mortgage with a six-month redemption period, and each owner does thereby and hereby give full and complete power of sale by advertisement to the Association.

Each 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 property at the time when the assessments fell due. The personal obligation for delinquent assessments shall pass to his successors in title as if expressly assumed by them.



- Section 2. **PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties, enforcement of the covenants and the improvement and maintenance of Association assets or obligations.
- Section 3. **ANNUAL ASSESSMENT.** The initial annual assessments will be \$35.00 (thirty five dollars) per Lot. Future annual assessments will be established by a vote of two-thirds (2/3) of each Class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- Section 4. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized previously, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto. Any further assessments shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose.
- Section 5. **NOTICE OF MEETING.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members in writing not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- Section 6. **UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.
- Section 7. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES.** The annual assessments provided for herein shall commence as to all Lots on the 1st day of July, 2002. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.
- Section 8. **LIEN FOR ASSESSMENTS.** All sums assessed to any Lot pursuant to this Article together with interest thereon as provided herein, shall be secured by a lien thereon in favor of the Association. Recording of this Declaration constitutes record notice and perfection of any lien under this Section, and no further recordation of any notice of or claim for the lien is required. Such lien shall be superior to all other liens and encumbrances on such Lot, except only for:
- (a) Liens of general and special taxes; and
 - (b) a lien for all sums unpaid on any first Mortgage or on any Mortgage to Developer, duly recorded prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument.
 - (c) Construction liens filed prior to the making of such assessment.
- The Association shall upon written request, report to any encumbrancer of a Unit, any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.
- Section 9. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.** Being necessary for the Association to run efficiently, all Owners must timely pay their assessments. Failure to timely pay an assessment shall result in a penalty being added to the assessment. Therefore, if dues and/or assessment are not paid within 60 days of when the notice of assessment is given to an Owner, there shall be a penalty for non-payment imposed in the amount of \$50.00, which shall be added to the assessment. If the assessment and penalty amount are not paid within the next 60 days, then another penalty amount of \$50.00 will be assessed. This penalty provision will continue to be added every 60 days until the assessment and all penalties are paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.
- Section 10. **ASSESSMENTS SURVIVING SALE OR TRANSFER.** Sale or transfer of any Lot shall not affect the assessments or penalty lien. No sale or transfer shall relieve such Lot from liability for any assessments and/or penalties due or from the lien thereof.



ARTICLE VI

GENERAL PROVISIONS

Section 1. **ENFORCEMENT.** In the event of any violation or attempted or threatened violation of the terms hereof, or any interference or attempted or threatened interference with the rights and obligations herein granted, each of the easements, restrictions and covenants may be enforced by a proceeding at law or in equity, or both. The Association, Developer or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Such enforcement may petition for a restraining order or injunction, temporary or permanent, prohibiting such violation or interference and demanding compliance with the provisions, which restraining order and injunction shall be obtainable upon proof of the existence of such violation, or attempted or threatened violation or interference, and without the necessity of proof of the inadequacy of legal remedies or irreparable harm. Suit to enjoin or remove any construction, additions, or alterations for violating this Article may be instituted at any time.

In seeking redress, the Owner, if found to be in violation of these Covenants, shall be responsible for all costs incurred by the Association, Developer or Lot Owner(s) in prosecuting the claim, including, but not limited to, reasonable attorneys fees, costs of suit, and compensation paid other independent professional advisors. Failure by the Association, Developer or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

Section 3. **AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the members of the Association vote to amend or discontinue all or any of the same. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by not less than a majority of the Lot Owners; however, as long as Declarant owns any Lot, Declarant's written consent shall also be required for any amendment to these Covenants, the Association Articles of Incorporation or the Association By-Laws. Any amendment must be properly recorded.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. The Architectural Control Committee (ACC) shall be the Developer, or it's designated representative(s), and shall remain in existence until such time as all of the Lots affected by this Declaration have been sold and residential dwellings have been constructed upon said Lots. At any time after all of the Lots affected by this Declaration have been sold to Owners who reside in dwellings constructed on the Lots, the said Owners of a majority of the Lots affected by this Declaration shall have the power through a duly recorded written instrument to change the membership of the ACC or to withdraw from the ACC or restore to it any of its powers and duties.

Section 2. Before commencing any permanent improvement on or to any of the described Lots, the Owner shall first submit a site plan and plans and specifications for the written approval of the ACC. The ACC's approval or disapproval shall be in writing. In the event the ACC fails to approve or disapprove within 15 days after plans and specifications have been submitted to it, approval will be deemed denied.

Section 3. The ACC shall take into consideration the planned location of the proposed improvement, its conformity and harmony of external design with existing or planned improvements to the Property, and the location of the improvement with respect to topography and finished ground elevation. Conformity of proposed improvement to the minimum standards herein and / or to existing improvements on other Lot(s) shall not create a presumption that such proposed improvement will be approved by the ACC, as a diverse mix of external designs is highly desirable. Conformity by the Owner with such requirements as may be imposed by the City of North Branch in connection with the issuance of a building permit for the Lot shall not create a presumption that such planned improvement is compatible and in harmony with the existing or planned development of other Lots. Conformity by the Owner with such requirements as may be imposed by the ACC in connection with the issuance of ACC approval shall not create a presumption that such planned improvement is in accordance with such requirements as may be imposed by the City of North Branch in connection with the issuance of a building permit upon the Lot.

Section 4. Any claim or controversy arising out of or relating to this Article or the breach thereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the judgment on the award granted by the arbitrator may be entered in any court having jurisdiction thereof.



ARTICLE VIII

DESIGN AND CONSTRUCTION STANDARDS

- Section 1. Only one single-family residential structure, with an attached garage measuring at least 34 feet across and providing storage for a minimum of three cars, may be constructed on a lot. The structure must have a minimum gross living area of (a) 1,200 square feet for a one-story, or the entry and upper floor of a split-level; or (b) 1,600 square feet for a two-story residence provided however that the first level will have a minimum of 1,000 square feet. Porches, garage areas, and any full or walkout basement, if so constructed, shall be excluded in computing the minimum square footage of the residence.
- Section 2. Exteriors of the structure shall be Earth-tone colors, finished with brick, stucco, cedar or maintenance-free vinyl, steel or aluminum siding, or a combination thereof; or any additional exterior material as deemed appropriate by the ACC. If any addition is added on to the original structure after initial construction, the addition's exterior shall be completed to conform to the exterior of the existing structure. All exterior work on any structure shall be completed within six (6) months after commencement of construction. All roofs must have a minimum pitch of 8/12.
- Section 3. Minimum setbacks shall be maintained consistent with the ordinances of the City of North Branch. Notwithstanding the minimum setbacks as established by said ordinances, the ACC shall have the right to further restrict setbacks, taking into consideration necessary buffers and berms and further taking into consideration its obligation to maintain the criteria for standards.
- Section 4. Accessory buildings shall be considered a permanent improvement and subject to ACC approval. Accessory buildings shall be limited to one per lot and limited to a maximum size of 150 square feet; must be stick built on a cement slab, and the construction materials, roof pitch, fascia and exterior siding must be identical to that of the residential structure on the lot. Generally, any accessory building constructed shall be located directly behind the residential structure on the lot, however in all cases, must maintain a distance of at least 15 feet from the any lot line. In order to prevent the impairment of the attractiveness of the individual Lots and to maintain the desired tone of the residential community, the final determination of the location of the accessory building will be at the sole discretion of the ACC.
- Section 5. All improved Lots shall be required to have a hard-surfaced driveway constructed of either concrete, asphalt, or brick, leading from the street to the garage within six (6) months of the date of the original building permit. All motorized vehicles and/or trailers allowed on such Lots must remain on this driveway.
- Section 6. No wind-generating electrical towers, or radio towers, or the like will be allowed on any Lot. No television antenna will be allowed outside or on the exterior of any Unit; except for one satellite dish, limited to a maximum size of three feet (3') in diameter to be located behind the Unit or out-of-sight on a roof that faces the rear of the Lot.
- Section 7. All Lots must be sodded within six (6) months of the date of the original building permit; however, that portion of the Lot that lies behind the back corners of the home may be either sodded or seeded. No live tree with a diameter of five (5) inches or more (as measured at its base) will be allowed to be cut down unless it is within 15 feet of the structure's foundation or driveway. The only exception to this will be those trees identified as being diseased.
- Section 8. No sign shall be placed on any Lot or Unit, except that one (1) "for sale" sign not to exceed 48 inches by 48 inches in size may be placed on a Lot by an Owner.
- Section 9. No boundary wall or any fence what so ever, will be permitted on any Lot. However, fences to provide security around swimming pools as required by law or code in connection with a swimming pool, are permitted: and such fences are not to be installed without prior written approval of the ACC, which approval may consider location and design of the fence.
- Section 10. No garbage or refuse containers will be allowed to be stored outdoors, and no storage tanks of any kind shall be erected, placed or permitted on any Lot unless buried.