

Doc. No. A 529786

OFFICE OF THE COUNTY RECORDER  
SCOTT COUNTY, MINNESOTA

Certified Filed and/or Recorded on

12-13-2001 at 08:00 Receipt: 144795

Pat Boeckman, County Recorder 01  
by COPY, Deputy Fee: \$30.00

Doc. No. T125252

Vol. 105 Page 267 Cert. 34865  
*105 265 34865*  
OFFICE OF THE REGISTRAR OF TITLES  
SCOTT COUNTY, MINNESOTA

Certified Filed on

12-13-2001 at 08:00 []AM []PM

Pat Boeckman, Registrar of Titles 01  
by COPY, Deputy Fee: \$35.50

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
THE BLUFFS AT CEDAR RIDGE

*57/03*  
Scott County Abstract and Title, Inc.  
223 Holmes Street, P.O. Box 398  
Shakopee, MN 55278

THIS DECLARATION made this 6th day of September, 2001, by The Bluff at Cedar Ridge, L.L.C., a Minnesota limited liability company, hereinafter called "Declarant";

RECITALS:

- A. Declarant is the owner of the real estate described in Exhibit A hereto attached, all of which is hereinafter referred to as the "Property".
- B. Declarant intends to develop the Property as single family residential lots.
- C. Declarant desires to subject the Property to this Declaration at this time.
- D. Certain easements and improvements are needed for the benefit and enjoyment of persons residing in the lots, and those easements will require uniform and continuing care and maintenance.
- E. The Bluffs at Cedar Ridge Association, a Minnesota nonprofit corporation (hereinafter referred to as "Association"), has been formed as an agency to receive the power to attend to and effectuate policies and programs that will enhance the pleasure and value of the development, to maintain and administer certain easement areas, to preserve and enhance the Property, to administer and enforce the covenants and restrictions, and to collect and disburse the assessments and charges hereinafter created.
- F. Prior hereto Declarant has recorded as Document No. 493480 a Declaration of Protective Covenants, and as Document Nos. 494026 and 494027 Pedestrian and Emergency Access Easements in favor of the City of Jordan, all pertaining to the Property (collectively the "Existing Covenants and Easements"). This Declaration is intended to supplement the Existing Covenants and Easements and not to alter or amend any provisions thereof.

NOW, THEREFORE, Declarant declares that the Property described in Exhibit A hereof is and shall be held, transferred, conveyed, sold, leased, occupied and developed, subject to the

covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, and the heirs, successors and assigns of each Owner. This Declaration hereby establishes a general plan for the individual ownership of real property estates consisting of residential lots, subject to certain easements to be administered by the Association as hereinafter described. Every conveyance of any of such lots, or any part thereof, or any interest therein, shall be and is subject to these easements, covenants, conditions and restrictions, as follows:

## ARTICLE I

### DEFINITIONS

Section 1. The following words when used in this Declaration, or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

A. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

B. "Property" shall mean and refer to that certain real property described and defined in Exhibit A attached, and any portions of the Additional Land if and when added by Declarant as provided in Article X, Section 3 hereof.

C. "Association" shall mean The Bluffs at Cedar Ridge Association, a Minnesota nonprofit corporation, and "Board of Directors" means the board of directors of the Association.

D. "Lot" shall mean and refer to any separate lot shown upon the recorded subdivision plat of the Property.

E. "Member" shall mean any person or entity holding membership in the Association as provided in Article II hereof.

F. "Declarant" shall mean The Bluff at Cedar Ridge, LLC, a Minnesota limited liability company, its successors and assigns if such successors and assigns should acquire all the then unsold undeveloped Lots from the Declarant for the purpose of development.

G. "Mortgage" shall mean any mortgage, contract for deed or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

H. "Mortgagee" shall mean any person or entity named as the Mortgagee under any Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage.

I. "Ponds" shall mean the ponding areas contained within the drainage easements of the Property and which are part of the storm water drainage system.

J. "Roadway Islands" shall mean the landscaped areas and any signs, monuments, equipment and improvements thereon lying between traffic lanes at various locations within the Property. All such Roadway Islands are entirely within the public right-of-way and neither the Association nor any of the Owners shall have any ownership interest or easement rights in the Roadway Islands, except as herein specifically provided and except as members of the general public.

K. "Wetland and Conservation Easement Areas" shall mean the land described and indicated on the Plat of The Bluffs at Cedar Ridge as wetlands or conservation areas.

L. "Additional Land" shall mean the properties described in Exhibit B which, under Article X, Section 3 hereof, are reserved by Developer for future addition to the Property by amendment of this Declaration.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a Member. An Owner of more than one Lot shall be entitled to one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. No person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to that Lot. An Owner may, however, assign voting rights to a mortgagee, or contract seller.

Section 2. Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way, and except upon the transfer of the record title of a Lot and then only to such transferee by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, so to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a Member, in its sole discretion. In the event the Owner of any Lot should fail or refuse to transfer the membership to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee, and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 3. Voting. All Owners of Lots, including the Declarant, shall be entitled to one vote for each Lot owned. When more than one person holds title to any Lot, the 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 one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to a vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other

person entitled to a vote at such meeting, unless such co-Owner or other person has filed a general voting authority with the Secretary applicable to all votes until rescinded.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty days, such Owner's right to vote as a Member of the Association may be suspended by the Board and shall remain suspended until all payments are brought current and all defaults remedied.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Easements, Covenants. All easements described in this Declaration are permanent easements appurtenant to and running with the land. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee, from time to time, of each Lot and their respective heirs, successors, personal representatives or assigns.

Section 2. Roadway Islands. The Association shall have a non-exclusive easement and rights over and across the Roadway Islands for the purpose of maintaining, repairing, replacing and caring for any signage, monument, improvement, wall, fence, landscaping, plantings and grass as originally constructed thereon by Declarant, and no entry shall be made upon a Roadway Island except by express authority of the Board of Directors. No substantial change shall be made to the appearance of any signage, monument, improvement, wall, fence, landscaping or plantings, nor shall any additional structure, signage or substantial landscaping be erected or maintained thereon, without the written authorization of the Board of Directors, it being the intent of this paragraph that the Roadway Islands shall remain permanently in appearance substantially as designed and improved by Declarant unless such consent is obtained. Since it is important to the overall appearance of the Property that the Roadway Island Areas be maintained uniformly and to a high standard, the Association shall have the sole right and obligation to maintain, repair and improve said areas, including monument, signage, improvements, walls, fences, plantings, landscaping and grass, and shall keep the same at all times in good order and repair and in a clean and neat appearance. All costs associated with such work shall be common expenses.

Section 3. Wetland and Conservation Easement Areas. Every Owner shall have a nonexclusive easement and rights, which shall be appurtenant to the Owner's Lot and shall run with the land, over and across the Wetland and Conservation Easement Areas for view and aesthetic, natural enhancement. This does not include the right of physical access. The Owners or occupants of the Lots containing Wetland and Conservation Easement Areas shall not do any affirmative act to reduce or restrict the natural flow of water into or out of the designated wetland area; berm, fill or drain the wetland area; mow, trim or remove any vegetation, grass or trees; add or plant any vegetation, grass or trees; construct any fences or structures within the Wetland and Conservation Easement Areas; or do anything that would directly or indirectly diminish, damage or destroy the Wetland or Conservation Easement Areas or change or alter the wetland character of the areas.

The Owners or occupants of said Lots, or their agents, shall have the right to remove diseased or dead trees, or noxious weeds or growth from the designated wetland or conservation area, provided prior written approval is first obtained from the City of Jordan engineer.

These restrictions and covenants are to run with the land, and shall be binding upon all parties and all persons claiming under them, and their heirs, successors and assigns.

If there shall be a violation or an attempt to violate any of the provisions in this Section 3, the Association or any Owner, or the City of Jordan, shall be authorized to commence and pursue proceedings at law or in equity against the person or persons violating or attempting to violate these provisions, to prevent him or them from so doing, and/or to recover damages for such violation, which may include restoration of the wetland to its original condition.

Section 4. No Dedication. The easements granted in this Declaration are not for the benefit of the general public and are not to be deemed to constitute dedications or creation of rights in the public.

#### ARTICLE IV

##### MAINTENANCE OF SIDEWALKS AND PONDS

Section 1. Sidewalks. The sidewalks located in the public right-of-way are within the control of the City of Jordan. It is expected that the City shall maintain and repair the public sidewalks. The adjoining Owners at their own expense shall keep the sidewalks reasonably free of ice, snow and debris unless the Association shall determine to perform such work as a common expense. The Association shall not be responsible for any sidewalk, street or curb maintenance or repair; however, if the City fails or refuses to maintain and repair the sidewalks, the Association may do so from time to time and seek reimbursement from the City for such expense, which otherwise shall be a common expense.

Section 2. Ponds. It is expected that the City of Jordan shall be responsible for maintaining and repairing the Ponds located on the Property. Any fountains or other similar equipment or improvements constructed or placed in the Ponds for aesthetic purposes shall be operated and maintained by the Association.

Section 3. Common Expenses. All costs incurred by the Association in operating, maintaining and repairing the sidewalks and ponds shall be common expenses.

#### ARTICLE V

##### COMMON EXPENSES

The Association shall have the authority to contract for and expend money for the purposes of maintaining or improving the easement areas, Ponds and Roadway Islands as described above, enforcing the covenants and restrictions contained in this Declaration and in the Existing Covenants and Easements, and for incidental purposes relating to its operation as described in the Association's Bylaws. Such expenditures are deemed common expenses. In the event that and to the extent that the City of Jordan at any time is not responsible for the entire

costs relating to sidewalk, street and curb lighting, maintenance and repair, the Association shall pay such additional costs as a common expense.

## ARTICLE VI

### ASSESSMENTS

Section 1. Personal-Obligation; Lien. Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed, or other conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and hereby agrees to pay to the Association; (a) annual assessments or charges, which shall be payable in regular installments and shall include, but not be limited to, common expense, and (b) special assessments, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in advance for each calendar year in twelve equal monthly installments or four equal quarterly installments or semi-annual or annual installments at the discretion of the Board exercised from time to time. Each assessment, together with interest, costs and reasonable attorneys fees, also shall be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of any easements or non-use, transfer or abandonment of his Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the common expenses described in this Declaration.

Section 3. Annual Assessments. Until January 1, 2004, the annual assessment shall be at the rate fixed by the Board of Directors, but not to exceed \$200.00 per Lot per year. Thereafter, the Board of Directors may establish the annual assessments to cover any and all common expenses and projected common expenses without limitation.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors 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 unforeseen or unbudgeted common expense, including without limitation the unexpected construction, reconstruction, repair or replacement of a capital improvement and including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article shall be sent to all Members not less than twenty days nor more than sixty days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast fifty percent of the votes

of the Members 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than fifteen days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except that Lots for which no certificate of occupancy has been issued by the City shall be assessed at twenty-five percent of the full rate until the first day of the month following the issuance of such certificate, or actual occupancy for residential purposes, whichever first occurs, at which time and thereafter such Lot shall be assessed the full rate.

Section 7. Surcharges. The Association in accordance with reasonable and uniform standards may add to the assessments for a particular Lot or Lots a surcharge for maintenance expenses directly caused by the negligent or willful act of the Owner, resident or invitee of such Lot.

Section 8. Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all Lots at a date specified by the Board of Directors but not later than sixty days after the first day of the month following the recording of the first conveyance of a Lot to an Owner other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 9. Commencement of Subsequent Annual Assessments. By November 30 of each year the Board shall fix the amount of annual assessments against each Lot for the following calendar year and shall send written notice thereof to each Owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 10. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer or agent of the Association setting forth whether there are any unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid, and of any assessments and surcharges stated therein as paid.

Section 11. Nonpayment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. In the event of a default of more than thirty days in payment of any assessment or installment thereof, the Board of Directors may accelerate the remaining installments of the assessment due in the current assessment year upon notice thereof to the Owner, and thereupon the entire unpaid balance of the assessment with all accrued interest and penalties shall become due and payable upon the date stated in the notice. If an annual, semiannual, quarterly or monthly assessment is not paid by the 10th of the month when it is due, the Board may assess a service charge of \$25.00. If an assessment is not paid within thirty days after the delinquency date, it shall bear interest from the delinquency date at the rate of eight percent per annum and shall become a continuing lien in favor of the Association on the Lot and the improvements thereon, and the Association (or any Owner acting in the name and for the

benefit of the Association) may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit. There shall be no right of set-off against the Association based upon a failure to provide services or for money owed by the Association to the Owners.

Section 12. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, the name of the person personally obligated to pay the same, and a description of the Lot. Such a notice shall be signed by an officer or agent of the Association, and the notice of lien or a notice of adverse claim thereof may be recorded in the office of the County Recorder or Registrar of Titles (as applicable) for Scott County, Minnesota. No notice of lien shall be recorded unless there is a delinquency in payment of the assessment for sixty days or more. Upon such a delinquency for sixty days, the Association shall proceed to enforce the lien or, in its discretion, to sue the person personally liable for the lien for the delinquency. Such lien shall be enforced by action or by power of sale, which is hereby deemed granted by each Owner, at the option of foreclosing party in the same manner in which mortgages on real property may be foreclosed in Minnesota under applicable law and practice. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including interest, costs, and reasonable attorneys' fees. All such interests, costs, and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien also shall be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed fee title to the Lot as the Owner thereof.

The Association, upon written request, shall report to any Mortgagee of a Lot any assessments remaining unpaid for longer than thirty days after the same shall have, become due, provided, however, that such Mortgagee first shall have furnished to the Association written notice of such encumbrance and a request to receive such notices.

Section 13. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. 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 remedies provided in the mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which accrued prior to acquisition of title pursuant to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof or shall relieve the person personally obligated to pay the lien of personal liability for assessments due prior to such sale or transfer or acquisition of premises. The amount of any delinquent assessments, the lien for which is extinguished by reason of this provision, thereafter may be reallocated and assessed to all Lots, including the foreclosed Lot, as a common expense.



## ARTICLE VII

### OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Services. The Association may obtain and pay for the services of any persons or entities, 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 the proper discharge of its duties, 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 its work or the enforcement of this Declaration.

Section 2. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

## ARTICLE VIII

### RIGHTS FOR THE PROTECTION OF FIRST MORTGAGEES

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Liability for Unpaid Assessments. Any first mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall not be liable for the unpaid assessments of the Lot which are due and payable prior to the acquisition of title or possession of such Lot by the mortgagee, however, any such unpaid assessments may be added to future assessments levied against all Lots.

Section 3. Examination of Books and Records. First mortgagees and holders, insurers and guarantors of first mortgages shall have the right upon reasonable notice to the Association to examine the books and records of the Association.

## ARTICLE IX

### INSURANCE

Maintenance of Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association, at its discretion, may maintain liability, workers compensation, errors and omissions, fidelity, directors and officers liability, and other reasonable insurance coverages related to the Association's activities.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association (and of

decisions made by the Association pursuant thereto) may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained in a particular instance shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the Court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one entity. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

Section 3. Additional Land. Declarant hereby explicitly reserves the option from time to time to add to the Property all or any portions of the properties described in Exhibit B annexed hereto (which properties are hereinafter sometimes collectively referred to as the "Additional Land") subject to the following:

- (a) The option to add all or any portions of the Additional Land to the Property will lapse on the date which is 15 years after the date of recording of this Declaration.
- (b) The legal description of the Additional Land is set out in Exhibit B hereof. Portions of the Additional Land may be added at different times; no assurances are made in regard to the boundaries or the order in which they may be added, if at all.
- (c) The maximum number of Lots that may be created within the Additional Land or any portion thereof, is 600. All of the Lots, if any, created within any Additional Land will be restricted exclusively to residential use.
- (d) All restrictions in this Declaration affecting use and occupancy, of Lots will apply to Lots created in the Additional Land.
- (e) Any assurances made herein with respect to the Additional Land do not and shall not apply as to any portion of the Additional Land that is not added to the Property.
- (f) To add Additional Land to the Property, the Declarant shall file a plat of the Additional Land to be added identifying Lots and easement areas subject to this Declaration and shall execute and record an Amendment to this Declaration subjecting the Additional Land then being added to the Property to the terms and conditions of this Declaration.

Section 4. Access. For the purpose solely of performing repairs and maintenance authorized by this Declaration, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner (except in an emergency), to enter upon any Lot.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Duration and 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 personal representatives, heirs, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten years unless terminated by a statement recorded within the last 90 days of such thirty or ten year periods signed by not less than 90% of the Owners and by not less than 51% of the holders of first mortgages, counting one vote for each Lot covered by a first mortgage.

Except as elsewhere herein provided, this Declaration may be amended by an instrument signed by not less than 60% of the Owners. Any amendment must be recorded.

Section 7. Declarant's Joinder. In addition to the other requirements for amendment of this Declaration and the By-Laws contained herein, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or By-Laws which shall abolish, diminish or restrict Declarant's rights hereunder to complete the development of the Property and Additional Land, until the last conveyance of a Lot to an Owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

Section 8. Notices. Any notice required to be sent to any Member of the Association (or Owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing. In the case of multiple Owners of a Lot, notice to any one of such Owners shall be deemed notice to all.

Section 9. Captions. The Article and Section headings are intended for convenience only and shall not be given any substantive effect.

Section 10. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern. The use of pronouns such as "his", "he" and "him" are for literary purposes and mean whenever applicable the plural and female forms.

IN WITNESS WHEREOF, the undersigned has caused this document to be executed as of the day and year first above written.

THE BLUFF AT CEDAR RIDGE, L.L.C.

By Shawn L. Dahl  
Shawn L. Dahl  
Its Manager

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September 2001 by Shawn L. Dahl, the Manager of The Bluff at Cedar Ridge, L.L.C., a Minnesota limited liability company, on behalf of the company.

Amie J. Kraus  
Notary Public  
AMIE J. KRAUS  
NOTARY PUBLIC - MINNESOTA  
My Comm. Expires Jan. 31, 2008

DRAFTED BY:  
Briggs and Morgan, P.A.  
2200 First National Bank Building  
St. Paul, MN 55101 (DJS)

The undersigned hereby consents to and joins in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge.

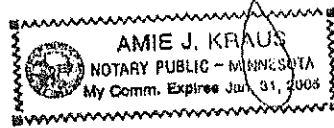
VENNEHJEM BUILDING CORPORATION

By: [Signature]  
Its [Signature]

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF DAKOTA    )

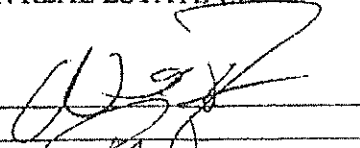
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2001 by [Signature], the President of Vennehjem Building Corporation, a Minnesota corporation, on behalf of the corporation.

[Signature]  
Notary Public



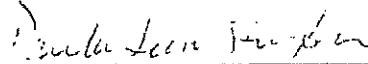
The undersigned hereby consents to and joins in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge.

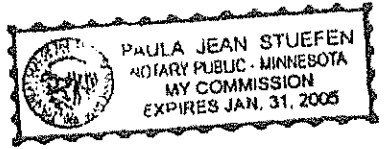
RYAN REAL ESTATE CO

By   
Its \_\_\_\_\_  
*Robert Mikalay*  
President

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 12 day of October, 2001 by Robert Mikalay, the President of Ryan Real Estate Co., a Minnesota corporation, on behalf of the corporation.

  
Notary Public



The undersigned hereby consents to and joins in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge.

HOMES BY CHASE, INC.

By *Andrew Chase*  
Its *President*

STATE OF MINNESOTA    )  
                                  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this 26 day of September 2001 by Andrew Chase, the President of Homes by Chase, Inc., a Minnesota corporation, on behalf of the corporation.

*Peggy L. Cowart*  
Notary Public



The undersigned hereby consents to and joins in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge.

ROBERT MC NEARNEY CUSTOM HOMES, INC.

By *Robert McNearney*  
Its *President*

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this 12 day of September, 2001 by Robert McNearney, the President of Robert McNearney Custom Homes, Inc., a Minnesota corporation, on behalf of the corporation.

*Paula Jean Stuefen*  
Notary Public





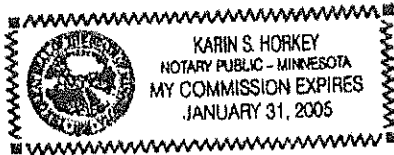
The undersigned hereby consents to and joins in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge.

KEY LAND HOMES

*1 + E Bluffs at Cedar Ridge*  
 By *Gary F. Horkey*  
 Its *[Signature]*

STATE OF MINNESOTA    )  
   ) ss.  
 COUNTY OF DAKOTA    )

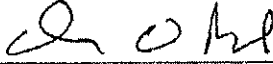
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September 2001 by Gary F. Horkey, a general partner of Key Land Homes, a Minnesota partnership, on behalf of the partnership.



*Karin S. Horkey*  
 Notary Public

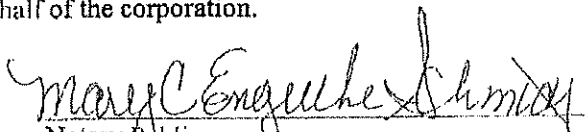
The undersigned hereby consents to and joins in the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge.

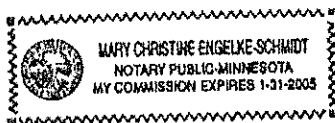
COLLEGE CITY HOMES, INC.

By   
Its Treas

STATE OF MINNESOTA   )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this 18 day of September, 2001 by Dana D. Pavak, the Treasurer of College City Homes, Inc., a Minnesota corporation, on behalf of the corporation.

  
Notary Public



The undersigned, owner of land designated as Parcel D on Exhibit B, hereby consents to the filing of the foregoing Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge.

Richard J. Ames  
Richard J. Ames

Georgeanne Ames  
Georgeanne Ames, his spouse

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2001 by Richard J. Ames and Georgeanne Ames, his spouse.

Amie J. Kraus  
Notary Public

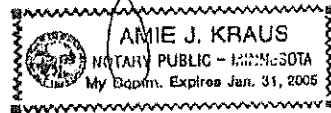


EXHIBIT A

PROPERTY

Lots 1 through 16, Block 1; Lots 1 through 7, Block 2; Lots 1 through 10, Block 3; all in The Bluffs at Cedar Ridge, according to the recorded plat thereof. Scott County, Minnesota.

EXHIBIT B

ADDITIONAL LAND

(Parcel designations are for convenience only and are not part of the description).

PARCEL A

The West 88 rods of the South Half of the Southwest Quarter of Section 20, Township 114, Range 23, EXCEPTING therefrom the North 45 rods of the West 13¼ rods of the Southwest Quarter of the Southwest Quarter of Section 20, Township 114, Range 23, Scott County, Minnesota, and also EXCEPTING the North 253 feet of the West 1084 feet of the Southwest Quarter of the Southwest Quarter of Section 20, Township 114, Range 23, Scott County, Minnesota, and also excepting that part of the foregoing which is embraced within the plat of The Bluffs at Cedar Ridge.

PARCEL B

The South Half of the Southwest Quarter of Section 20, Township 114, Range 23, EXCEPTING therefrom the West 88 rods thereof, Scott County, Minnesota, and also excepting that part of the foregoing which is embraced within the plat of The Bluffs at Cedar Ridge.

PARCEL C

Outlots A, B, C, D, E and F, The Bluffs at Cedar Ridge, according to the recorded plat thereof.

PARCEL D

Tract A, Registered Land Survey No. 150, files of the Registrar of Titles, Scott County, Minnesota, excepting that part of the foregoing which is embraced within the plat of The Bluffs at Cedar Ridge.

PARCEL E

That part of the North 66.00 feet of the Southeast Quarter of the Southwest Quarter (SE¼ of SW¼) of Section 20, Township 114, Range 23, Scott County, Minnesota, lying Westerly of the centerline of County Road 10, except that part of the foregoing which is embraced within the plat of The Bluffs at Cedar Ridge.

PARCEL F

The North 973.13 feet of the West Half of the Southeast Quarter, Section 20, Township 114, Range 23, Scott County, Minnesota.

PARCEL G

That part of the West Half of the Southeast Quarter, Section 20, Township 114, Range 23, Scott County, Minnesota, lying southerly of the south line of the North 973.13 feet of said West Half of the Southeast Quarter.

PARCEL H

A parcel of land in the Northeast Quarter of the Northeast Quarter of Section 30, Township 114, Range 23, described as follows: Commencing at the northeast corner of the Northeast Quarter of said Section 30, thence west to a stone situated on the east line of Nicolin's Park Addition to Jordan, Minnesota, a distance of about 820 feet, said stone being the southeast corner of Lot Seventeen (17), Block Three (3), of Nicolin's Park Addition, thence in a southwesterly direction on said line of Nicolin's Park Addition to the east line of the right of way of the Chicago & Northwestern Railroad; thence southeasterly along the east line of said right of way to the wagon road known as the Belle Plaine and Fish Lake road, or Foss and Wells Mill road, thence easterly along the north line of said wagon road to a point where said wagon road intersects the east line of said Section 30, thence north on the said east line of said Section 30 to the place of beginning, Scott County, Minnesota.

AND

Northwest Quarter (NW¼) of Section 29, Township 114, Range 23, Scott County, Minnesota, EXCEPT, that part thereof lying south of the Sand Creek also known as the Jordan River, containing 143 acres, more or less, according to the government survey thereof, EXCEPT, that part of said Northwest Quarter, described as follows:

Beginning at the southeast corner of said Northwest Quarter; thence South 89 degrees 19 minutes 17 seconds West along the south line of said Northwest Quarter, a distance of 1011.30 feet; thence North 62 degrees 42 minutes 49 seconds West along the centerline of County Road 61, a distance of 325.83 feet; thence on a tangential curve to the right having a radius of 669.11 feet and a delta angle of 10 degrees 30 minutes 26 seconds, a distance of 122.71 feet; thence North parallel with the east line of said Northwest Quarter, a distance of 324.96 feet; thence North 56 degrees 00 minutes 00 seconds East, a distance of 911.00 feet; thence North 36 degrees 15 minutes 00 seconds East, a distance of 639.00 feet; thence East, a distance of 271.00 feet to the east line of said Northwest Quarter; thence South along the east line of said Northwest Quarter, a distance of 1553.00 feet to the point of beginning and there terminating.

PARCEL I

The north 253.00 feet (15.33 rods) of the west 1084.00 feet (65.7 rods) Except the west 222.75 feet (13.5 rods) of the Southwest Quarter of the Southwest Quarter of Section 20, Township 114, Range 23, Scott County, Minnesota, except that part of the foregoing which is embraced within the plat of The Bluffs at Cedar Ridge.

PARCEL J

All that part of the Northwest Quarter of the Southwest Quarter of Section 20, Township 114, Range 23, Scott County, Minnesota which lies southerly of a line 66 feet southerly of and parallel with the south line of Registered Land Survey No. 146 and which lies southerly and easterly of the following described line:

Commencing at the Northwest Corner of said Northwest Quarter of the Southwest Quarter; thence North 88 degrees 53 minutes 02 seconds East, assumed bearing, along the north line of said Northwest Quarter of the Southwest Quarter 142.00 feet to the northeast corner of VARNER'S ADDITION TO JORDAN; thence South 51 degrees 06 minutes 58 seconds East, along the southwesterly line of REGISTERED LAND SURVEY NO. 146 a distance of 246.20 feet; thence continuing along said southwesterly line, South 40 degrees 06 minutes 58 seconds East a distance of 157.70 feet; thence continuing along said southwesterly line and its prolongation South 70 degrees 06 minutes 58 seconds East a distance of 224.40 feet to the point of beginning of the line to be described; thence South 01 degrees 28 minutes 43 seconds East distance of 129.09 feet; thence South 73 degrees 13 minutes 00 seconds West 243.64 feet; thence North 79 degrees 22 minutes 59 seconds West a distance of 160.07 feet to a line 274.00 feet east of and parallel with the west line of said Northwest Quarter; thence South 01 degree 37 minutes 20 seconds West, on said parallel line, a distance of 57.73 feet to its intersection with the easterly prolongation of the south line of Lot 10, VERNER'S ADDITION TO JORDAN; thence South 88 degrees 53 minutes 02 seconds West, along said easterly prolongation a distance of 10.40 feet; thence South 01 degrees 37 minutes 20 seconds West, parallel with said west line, a distance of 83.23 feet to the south line of the North Half of said Northwest Quarter; thence South 88 degrees 31 minutes 14 seconds West along said south line a distance of 264.00 feet to the west line of said Northwest Quarter and there terminating;

and which lies westerly and northerly of the following described line:

Commencing at the Southeast corner of said Northwest Quarter; thence South 88 degrees 09 minutes 29 seconds West along the south line of said Northwest Quarter a distance of 236.00 feet to a point to be hereinafter referred to as Point "A"; thence continuing South 88 degrees 09 minutes 29 seconds West a distance of 244.00 feet to the point of beginning of the line to be described; thence North 01 degrees 33 minutes 13 seconds East, parallel with the east line of said Northwest Quarter, a distance of 446.00 feet; thence North 88 degrees 09 minutes 29 seconds East, parallel with the south line of said Northwest Quarter, a distance of 173.88 feet to a line parallel with and 70.00 feet west of a line parallel with the east line of said Northwest Quarter and passes through said Point "A"; thence North 01 degree 33 minutes 13 seconds East, on said parallel line, a distance of 469.15 feet to said line 66.00 feet south of and parallel with the south line of Registered Land Survey 146 and there terminating.



**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR THE BLUFFS AT CEDAR RIDGE**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for THE BLUFFS AT CEDAR RIDGE (this “**First Amendment**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by The Bluffs at Cedar Ridge Association, a Minnesota nonprofit corporation (“**Association**”). This First Amendment is being joined in and consented to by the owners of the Lots who have signed and acknowledged the consents attached to this First Amendment (the “**Consenting Lot Owners**”) for purposes of making their Lots subject to the Declaration, as hereafter defined.

**RECITALS**

A. The residential community known as The Bluffs at Cedar Ridge (the “**Community**”) was created by the recording of the Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge, dated September 6, 2001, in the office of the Scott County Recorder on December 13, 2001, as Document No. A529786, and in the office of the Scott County Registrar of Titles on December 13, 2001, as Document No. T125252 (the “**Declaration**”).

B. Exhibit B of the Declaration describes multiple parcels of real property in Scott County, Minnesota, as Additional Real Estate (as that term is defined in the Declaration) including, but not limited to: Outlots D and E, The Bluffs at Cedar Ridge (the “**Outlots**”). Pursuant to Article X, Section 3 of the Declaration, portions or all of the Additional Real Estate may be subjected to the Declaration and become a part of the “**Property**,” as that term is defined in Article I, Paragraph B of the Declaration.

C. The Association and the Consenting Lot Owners desire to add the Outlots to the Property and make the Outlots subject to the Declaration, as amended by this First Amendment.

D. Pursuant to Article X, Section 6 of the Declaration, the Declaration may be amended “by an instrument signed by not less than 60% of the Owners.”

E. Although the Association is not otherwise governed by Minnesota Statutes Chapter 515B, commonly known as the Minnesota Common Interest Ownership Act (“**MCIOA**”), Section 515B.2-118(a)(7) of MCIOA provides,

If any provision of this chapter, the declaration, the bylaws, or the articles of incorporation requires the vote or consent of unit owners as a condition for the approval or effectiveness of an amendment to the declaration, the bylaws, or the articles of incorporation, the affirmative vote or consent of a unit owner is deemed to be granted if the association sends notice and a copy of the amendment, by certified United States mail, postage prepaid and return receipt requested, and (i) if a vote is conducted, the unit owner's vote is not cast against the proposed amendment, or (ii) if consent is requested, the unit owner's written refusal to consent is not received by the association within 60 days after notice is mailed.

F. Pursuant to Section 515B.1-102(g) of MCIOA, Section 515B.2-118 of MCIOA applies to all common interest communities.

G. Section 515B.1-103 of MCIOA defines "common interest community" as follows:

contiguous or noncontiguous real estate within Minnesota that is subject to an instrument which obligates persons owning a separately described parcel of the real estate, or occupying a part of the real estate pursuant to a proprietary lease, by reason of their ownership or occupancy, to pay for (i) real estate taxes levied against; (ii) insurance premiums payable with respect to; (iii) maintenance of; or (iv) construction, maintenance, repair or replacement of improvements located on, one or more parcels or parts of the real estate other than the parcel or part that the person owns or occupies. Real estate which satisfies the definition of a common interest community is a common interest community whether or not it is subject to this chapter.

H. Under the terms of the Declaration, the Association provides maintenance, repair and replacement of components located on multiple parcels of real estate, and the costs associated therewith are funded through assessments levied against multiple parcels subject to the Declaration. As such, Owners pay for maintenance, repair and replacement of improvements located on parcels such Owners do not own or occupy. The property subject to the Declaration, therefore, meets the definition of a "common interest community," even though such property is not otherwise subject to MCIOA. The Association is therefore entitled to seek approval of this First Amendment to the Declaration utilizing the provisions of Section 515B.2-118(a)(7) of MCIOA.

I. The Association sought to amend the Declaration in conformity with the requirements of the Declaration, and the requisite percentage of Owners approved the proposed amendment, either by written consent to the proposed amendment to the Declaration or by failing to provide written refusal to consent to the proposed amendment to the Declaration within the time period set forth in Section 515B.2-118 of MCIOA.

## PROVISIONS

The Association and the Consenting Lot Owners hereby amend the Declaration as follows:

1. **Recitals and Definitions.** The Recitals set forth above are hereby made a substantive part of this First Amendment. Capitalized terms used in this First Amendment shall have the definitions given to those terms in the Declaration unless another meaning is clearly set forth in this First Amendment.
2. **Addition of the Outlots to the Property.** The Outlots are hereby added to the Property and made subject to the Declaration, as modified by this First Amendment.
3. **Definition of the Property.** From and after the recording of this First Amendment the Property shall consist of the following Lots and Outlots in Scott County, Minnesota:

Lots 1 through 16, inclusive, Block 1;  
Lots 1 through 7, inclusive, Block 2;  
Lots 1 through 10, inclusive, Block 3;  
Outlots D and E;  
all in The Bluffs at Cedar Ridge.

From and after the filing of this First Amendment, all references in the Declaration to the Property shall thereafter refer to the Property described in this *Section 3*.

4. **Approval of the Members of the Association, and Consent of the Consenting Lot Owners.** The members of the Association have approved the adoption of this First Amendment in accordance with the requirements of Article X, Section 6 of the Declaration and Section 515B.2-118(a)(7) of MCIOA. The Consenting Lot Owners have signed and acknowledged the documents entitled "Joinder and Consent" attached to this First Amendment to evidence that the Consenting Lot Owners have agreed to add their Lots to the Property and to thereby subject their Lots to the Declaration, as modified by this First Amendment.
5. **No Further Amendment.** Except to the extent modified by this First Amendment, the Declaration and all of the terms and provisions thereof shall remain unchanged and in full force and effect.

*[Remainder of page intentionally left blank. Signature pages follow.]*

The Association has executed this First Amendment as of the day and year first set forth above.

**The Bluffs at Cedar Ridge Association,  
a Minnesota nonprofit corporation**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF SCOTT         )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of The Bluffs at Cedar Ridge Association, a Minnesota nonprofit corporation, on behalf of said nonprofit corporation.

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

The Consenting Lot Owners have executed this First Amendment by signing and acknowledging the separate Joinders and Consents attached to this First Amendment.

This instrument was drafted by:  
Hellmuth & Johnson PLLC (NTP)  
8050 W. 78<sup>th</sup> St.  
Edina MN 55439  
(952) 746-2105  
34273.0001 – 8181149.1

**JOINER AND CONSENT**

**OUTLOT D AND OUTLOT E, THE BLUFFS AT CEDAR RIDGE**

The undersigned, being the record owner(s) of Outlots D and E, The Bluffs at Cedar Ridge, Scott County, Minnesota (“Outlots”), hereby consent to and join in the foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge (the “**First Amendment**”), so as to subject the undersigned’s interest in the above described Outlot to the terms and conditions of the Declaration, as described in the First Amendment to which this Joinder and Consent is attached, and to further subject the above-described Outlot to said First Amendment.

**CITY OF JORDAN,**  
a Minnesota municipal corporation

By: \_\_\_\_\_

Its: Mayor

By: \_\_\_\_\_

Its: City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF SCOTT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ and \_\_\_\_\_, the Mayor and City Administrator, respectively, of the City of Jordan, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council The Bluff at Cedar Ridge LLC, a Minnesota limited liability company, on behalf of said limited liability company.

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

**Certificate of Secretary of The Bluffs at Cedar Ridge Association**

\_\_\_\_\_, being first duly sworn, on oath says that:

1. Affiant is the Secretary of The Bluffs at Cedar Ridge Association, a Minnesota nonprofit corporation (the “**Association**”), the association of Owners of the Lots within the Property described in the First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge to which this certificate is attached (the “**First Amendment**”).

2. The First Amendment was approved for adoption by the affirmative consent or consent pursuant to Minnesota Statutes Section 515B.2-118(a)(7), of more than sixty percent (60%) of the Owners in accordance with Article X, Section 6 of the Declaration of Covenants, Conditions, Restrictions and Easements for The Bluffs at Cedar Ridge (“**Declaration**”). Pursuant to said Article X, Section 6 of the Declaration, the consent of mortgagees or other lien holders is not required.

\_\_\_\_\_  
Secretary  
The Bluffs at Cedar Ridge Association,  
a Minnesota nonprofit corporation.

Subscribed and sworn to before me by

\_\_\_\_\_ this \_\_ day of  
\_\_\_\_\_, 2023.

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

34273.0001 – 8181149.1