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**THE BLUFF AT CEDAR RIDGE, L.L.C.
DECLARATION OF PROTECTIVE COVENANTS**

THIS DECLARATION is made this 5th day of January, 2001, by the undersigned fee owner of the following described land (hereinafter referred to as "Declarant"):

**Lots 1 through 16, inclusive, Block 1;
Lot 1 through 7, inclusive, Block 2;
Lots 1 through 10, inclusive, Block 3; all in The Bluffs at Cedar Ridge**

according to the recorded plat thereof, Scott County, Minnesota (all of which land together constitute and shall hereinafter be referred to as the "Lots").

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

1. **DEFINITIONS.** The following words or terms used in this Declaration shall have the meanings herein ascribed to them.
 - a. **"Developer"**: means The Bluff at Cedar Ridge, L.L.C., a Minnesota Corporation, its successors or assigns.
 - b. **"Lot"**: means any Lot included within the scope of this Declaration and as shown upon the recorded subdivision plat of The Bluffs at Cedar Ridge ~~First Addition~~, and shall also include any lots contained in the areas platted as Outlots if and when added and subjected to this Declaration by Declarant by recorded amendment.
 - c. **"Lot Owner"**: means the record owner, whether one or more persons or entities, of title to any Lot subject to these covenants, including purchasers under a contract for deed.

2. **TYPE OF STRUCTURE PERMITTED.** No Lot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two (2) stories in height above ground level, and a private garage for not less than two (2) automobiles. Garages shall be directly attached to the dwelling. Structures erected or placed on any Lot must be in harmony with respect to workmanship, materials and external design. Exterior front elevation surfaces above foundation must be stucco, brick, stone, wood or hardiplank, and will be allowed in combination with cedar shakes. Maintenance-free siding will be allowed on the sides and rear of residential structures only with prior approval of the Architectural Control Committee as to architectural theme and style, type, manufacturer and specification of the proposed maintenance-free siding. Siding Color, Trim Color and Shingle Color must be Earthtone or Neutral in color and must be approved by the Architectural Control Committee prior to construction. **No red shingle colors permitted.** The roofline for all residential structures must have a minimum 8/12 pitch or be approved by the Architectural Control Committee. Construction of model homes is expressly permitted as long as they strictly conform to the restrictions created in this Declaration. (**Refer to Architectural Design Guidelines.**)
3. **BUILDING SETBACKS.** No building shall be located nearer than thirty (35) feet to a front or rear lot line, nearer than twenty (15) feet to any side street line, or nearer than eight (8) feet to any interior side lot line, unless permitted by variance by the City of Jordan. For the purpose of this covenant, decks and patios shall be considered part of the building, however, eaves, steps, bay windows, and fireplaces shall not be considered part of the building.
4. **BUILDING AREA.** The minimum size of any residential dwelling structure, exclusive of basements, garages, and one-story open porches, shall be:

Rambler/Ranch

- a) In the case of a single floor structure, not less than 1600 square feet of finished living space on the main floor.

Rambler/Ranch w/Attic Dormers

- a) In the case of a single floor structure, not less than 1600 square feet of finished living space on the main floor.

Two-Story

- b) In the case of a two-story structure, not less than a combined total of finished living space for both the ground and second floors of 2100 square feet (two-story structures shall have a footprint of not less than 1000 square feet).

Two-Story w/Attic Dormers

- c) In the case of a two-story w/attic dormers structure, not less than a combined total of finished living space for both the ground and second floors of 2100 square feet (two-story structures shall have a footprint of not less than 1000 square feet).

Story and a Half

- d) In the case of a two-story and a half structure, not less than a combined total of finished living space for both the ground and second floors of 2000 square feet (two-story structures shall have a footprint of not less than 1200 square feet).

- 5. **CERTAIN STRUCTURES NOT TO BE USED FOR RESIDENTIAL PURPOSES.** No trailer, basement (except below the finished dwelling), tent, shack, detached garage, barn, or outbuilding shall be erected or placed on the premises at any time or used as a residence temporarily or permanently, nor shall any structure of a temporary nature be erected, placed, used or occupied for residential purposes, nor shall any building not completely finished on the exterior be occupied for residential purposes.
- 6. **SITE SODDING.** The front, side, and rear yards of each Lot shall be sodded within thirty (30) days of occupancy, weather permitting, or if weather doesn't permit then not later than the first day of June following such occupancy. The Lot Owner has all responsibility for site maintenance and for controlling storm water runoff. The Lot Owner shall correct all site maintenance or drainage problems within fifteen (15) days of receiving written notice either from the City of Jordan or the Developer. After said 15-day notice period, the Developer and/or the City of Jordan shall have the right, but without the obligation, to enter the property, with such personnel and materials as is necessary to correct the problem and the Lot Owner shall pay all of such costs and expenses promptly upon notice thereof.
- 7. **TREES.** One (1) 3" caliper or greater deciduous over-story tree is provided and planted by the Developer in the boulevard, per Lot. Tree maintenance, once planted, is the sole responsibility of the Lot Owner and is without any warranty. Additional trees on the Lot are encouraged, but at the discretion of the builder or homeowner.
- 8. **ARCHITECTURAL CONTROL COMMITTEE.** There is hereby created an Architectural Control Committee ("Committee"), which initially shall be composed of

the partners of The Bluff at Cedar Ridge, L.L.C., 2500 West County Road 42, Suite 200, Burnsville, Minnesota 55337.

A majority of the Committee may designate a representative to act for it. In the event of a death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 100% of the Lots affected by this Declaration are owned by the Lot Owners who reside in dwellings constructed on said Lots, a majority of the Owners of Lots (each Lot having one vote) subject to this Declaration shall have the power through a duly executed written instrument to change the membership of the Committee or to modify, expand or restrict its powers and duties; provided, however, notwithstanding the foregoing, during any period of time that Developer owns one or more Lots, Developer shall have the right to designate one person as a member of the Committee and shall have one vote for each Lot owned in any action to change membership of the Committee or to modify its powers.

9. **ARCHITECTURAL CONTROL.** No structure shall be erected, placed, or altered on any Lot until the construction plans, specifications and colors and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. The Committee's approval or disapproval as required by these covenants shall be in writing. In the event within thirty (30) days after plans and specifications have been submitted to it, the Committee, or its designated representative, fails to approve or disapprove such plans, the applicant must notify the Committee in writing requesting approval or disapproval. If within ten (10) days after receiving said notice the Committee or its designated representative fails to approve or disapprove the plans, or, in any event, if no suit to enjoin the construction has been commenced prior to the substantial completion thereof, approval shall be deemed to have been granted (**Refer to Architectural Design Guidelines.**)
10. **LOT USE.** No illegal, dangerous, obnoxious or offensive activity shall be carried on or permitted to occur upon any Lot, nor shall anything be done thereon which is or may become a nuisance to adjoining Lot Owners or the neighborhood.
11. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot except: one professional sign of not more than six square feet advertising property for sale or rent. Permanent entrance monuments, as well as signs and sales aids used during the initial construction and marketing period, must be approved in advance by the Architectural Control Committee.
12. **FENCES.** No fence or wall shall be erected or placed on any Lot without the prior

approval of the Architectural Control Committee, nor shall any fence or wall be erected in any location or of any size or material except as allowed under the applicable ordinances of the City of Jordan, if any. Fences shall not exceed 5 feet in height. Chain link style fencing will not be approved. In no case shall fences or walls be constructed nearer to the street than the principal structure, except in the case of corner lots.

13. **KEEPING OF ANIMALS.** No animals of any kind shall be raised, bred or kept on any Lot, except that domestic dogs, cats, or other household pets of Lot Owner are allowed, provided that they are not kept for any commercial purpose, are housed in the main dwelling or garage, are kept on leash or in a fenced yard or kennel area, are not dangerous, and do not exceed in number per Lot the maximum allowed under applicable City of Jordan ordinances. In all cases, and with no exceptions, Owners shall abide by the City of Jordan animal control ordinance(s). **No kennel shall be erected on any Lot without the prior approval of the Architectural Control Committee (see paragraph 9).**
14. **OUTSIDE STORAGE BUILDINGS.** Outside storage buildings may be erected provided they have prior approval of the Architectural Control Committee and provided that the exterior of the storage building shall be of the same color and material as the exterior of the residential dwelling and garage structure. An architectural plan of the proposed outside storage building must be submitted to the Architectural Control Committee.
15. **OUTSIDE GARBAGE RECEPTACLES.** No outside incinerators, trash burners or garbage receptacles shall be installed or erected on any Lot and garbage receptacles and recycled materials shall be kept indoors or in the garage or other enclosed space except on days when garbage is being collected. This covenant shall not be construed to prohibit the use of outdoor barbecues or fireplaces.
16. **RECREATIONAL EQUIPMENT.** Recreational equipment is defined for the purposes of this Declaration as travel trailers, pickup campers or coaches, motorized dwellings, trailers, snowmobiles, fish houses, ATV's, boats and other watercraft and their trailers. No recreational equipment shall be used on a Lot for living, sleeping or housekeeping purposes. No recreational equipment shall be parked on any Lot or appurtenant street for a period longer than seventy-two (72) consecutive hours in any single week. In addition, no abandoned vehicle shall be parked on any Lot, or appurtenant street. For purposes of these covenants, any automobile, van, motorcycle, or other motorized vehicle, which is parked in the same location without use for more than seventy-two (72) consecutive hours, shall be presumed to be an abandoned vehicle.
17. **RADIO, SATELLITE AND TELEVISION ANTENNA, ETC.** No radio or television broadcasting or receiving antenna or satellite dish or other similar apparatus shall extend above the highest point on the roof of any dwelling or garage. Conventional TV antennas

shall be mounted within the attic of the structure. Any receiving or broadcasting equipment to be located outside the structure shall be screened from view from streets and adjacent Lots. No such equipment shall be erected without prior review and approval of the Architectural Control Committee.

18. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may alter or impede the direction or flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
19. **AMENDMENT.** Prior to the final sale of all Lots by Developer, this Declaration may be amended, rescinded or restated by Developer. Upon the final sale of all Lots which are subject to this Declaration by the Developer or its assigns, the provisions of this Declaration may be revised, amended, rescinded, or restated as may be required or deemed necessary at any time by the Lot Owners. Any such change shall be in writing by owners of 75% of the Lots, based upon one vote for each Lot owned. When more than one person or entity holds an interest in a Lot, the assent for any change of these covenants shall be exercised as they between or among themselves shall determine, but in no event shall more than one vote inure to any Lot. No such change shall be effective except upon recordation in the land records of Scott County.
20. **ENFORCEMENT OF COVENANTS.** Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenants. Any action brought to enforce these covenants must be brought within six (6) months after the violation of covenants is discovered.
21. **INVALIDITY OF COVENANTS.** The invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
22. **OUTLOTS.** Outlots as shown on the plat of The Bluff at Cedar Ridge ~~First Addition~~, may be replatted as Lots at any time by Declarant and subjected to this Declaration by written amendment executed by Declarant and recorded in the land records of Scott County.
23. **DURATION OF COVENANTS.** These covenants, restrictions and conditions shall run with the land and shall be binding on all parties and all person owning, using, improving or altering any Lot for a period of thirty years from the date this Declaration is recorded,

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**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
THE BLUFFS AT CEDAR RIDGE**

This First Amendment to Declaration of Protective Covenants for THE BLUFFS AT CEDAR RIDGE (this "**First Amendment**") is made as of the _____ day of _____, 2023, is being joined in and consented to by the requisite percentage of fee owners of lots described in Paragraph 3 hereof, exclusive of the outlots ("**Lot Owners**"), as set forth in the Declaration of Protective Covenants, and by the City of Jordan, a Minnesota municipal corporation ("**City**"), as fee owner of that certain real property legally described as Outlot D and Outlot E, The Bluffs at Cedar Ridge, Scott County, Minnesota (collectively, the "**Outlots**") who have signed and acknowledged the consents attached to this First Amendment (collectively, the "**Consenting Lot Owners**") for purposes of making the Outlots subject to the Declaration of Protective Covenants, as hereafter defined.

RECITALS

A. As part of the development of the community known as The Bluffs at Cedar Ridge ("Community"), The Bluff at Cedar Ridge, L.L.C., a Minnesota limited liability company ("**Declarant**") recorded that certain Declaration of Protective Covenants dated January 5, 2001, in the office of the Scott County Recorder on January 9, 2001, as Document No. A493480 against all lots in the plat of The Bluffs at Cedar Ridge ("**Declaration of Protective Covenants**").

B. The Consenting Lot Owners desire to add the Outlots to the property subject to the Declaration of Protective Covenants, as amended by this First Amendment.

C. Pursuant to Section 19 of the Declaration of Protective Covenants, "Upon the final sale of all Lots which are subject to this Declaration by the Developer or its assigns, the provisions of this Declaration may be revised, amended, rescinded, or restated as may be required or deemed necessary at any time by the Lot Owners. Any such change shall be in writing by owners of 75% of the Lots, based upon one vote for each Lot owned."

PROVISIONS

The Consenting Lot Owners hereby amend the Declaration of Protective Covenants 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 of Protective Covenants unless another meaning is clearly set forth in this First Amendment.
2. **Addition of the Outlots to the Property Subject to the Protective Covenants.** The Outlots are hereby added to the property subject to the Declaration of Protective Covenants, as modified by this First Amendment.
3. **Definition of the Lots.** From and after the recording of this First Amendment, the Lots 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 of Protective Covenants to the Lots shall thereafter refer to the real property described in this *Section 3*.

4. **Consent of the Consenting Lot Owners.** Consenting Lot Owners have approved the adoption of this First Amendment in accordance with the requirements of Paragraph 19 of the Declaration of Protective Covenants. 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 subject their Lots (including the Outlots) to the Declaration of Protective Covenants, as modified by this First Amendment.
5. **No Further Amendment.** Except to the extent modified by this First Amendment, the Declaration of Protective Covenants and all of the terms and provisions thereof shall remain unchanged and in full force and effect.

[Remainder of page intentionally left blank. Joinder and Consent pages follow].

JOINDER AND CONSENT

THE BLUFFS AT CEDAR RIDGE

The undersigned, being the record owner of Outlots D and E, The Bluffs at Cedar Ridge, Scott County, Minnesota ("Outlot"), hereby consents to and joins in the foregoing First Amendment to Declaration of Protective Covenants 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 of Protective Covenants, 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.

Notary Public

This instrument was drafted by:
Hellmuth & Johnson PLLC (NTP)
8050 W. 78th St.
Edina MN 55439
(952) 746-2105