
(reserved for recording data)

**DECLARATION OF PROTECTIVE COVENANTS
AND BUILDING RESTRICTIONS
FOR TRAILS OF CASCADE PHASE 1**

THIS DECLARATION, made as of the _____ day of _____, 20__ by GGD of Rochester, LLC, a Minnesota limited liability company, hereinafter collectively referred to as “Declarant”.

WITNESSETH:

WHEREAS, Declarants is the owner of the real property situated in Olmsted County, Minnesota, described in Article I., hereof;

WHEREAS, Declarant desires to subject the real property described in Article I. to the conditions, restrictions, covenants, and reservations hereinafter set forth, for the benefit of said real property as a whole and for the benefit of each owner of any part thereof; and

WHEREAS, Declarant desires to reserve the right, at its sole election, to expand the conditions, restrictions, covenants, and reservations hereinafter set forth to subsequent phases of Trails of Cascade

NOW, THEREFORE, Declarant hereby imposes upon and subjects all of the lots in the real property described in Article I. hereof to the following conditions, restrictions, covenants, and reservations hereinafter set forth, which shall inure to the benefit of said real property (and each

and every parcel thereof), and which shall apply to the benefit of and be binding upon the present and future owners of said real property.

ARTICLE I.

PROPERTY SUBJECT TO THIS DECLARATION

The following real property shall be subject to this Declaration: Trails of Cascade, Olmsted County, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for Olmsted County, Minnesota.

Declarant reserves the right, at its sole discretion, and without the consent of the lot owners, to expand the real property subject to the conditions, restrictions, covenants, and reservations set forth herein and include those lots planned for subsequent phases of the Trails of Cascade Subdivision. Such expansion shall occur by the Declarant filing additional subdivision plats creating additional lots and/or common areas within the Trails of Cascade Subdivision, and providing that such lots are subject to the conditions, restrictions, covenants, and reservations set forth in the Declaration of Protective Covenants and Building Restrictions.

ARTICLE II

1. GENERAL PURPOSE

The general purpose of this Declaration is to help assure that Trails of Cascade will become and remain an attractive developed area and toward that end to preserve and maintain the natural beauty of the area; to ensure the best use and the most appropriate development and improvement of each building site; to protect the owners of building sites against such use of surrounding building sites as will detract from the value of their property; to guard against the erection of poorly designed or proportioned structures; to ensure the highest and best development of said property by harmonious use of material and color schemes; to encourage and secure the erection of attractive structures with appropriate locations on the building sites; to observe and maintain proper setbacks from roadways, and to ensure adequate free space between structures. In addition, there are restrictive covenants for "Wetland Protection Areas." This is to ensure the environmental integrity of the area.

2. LAND USE AND BUILDING TYPE

With the exception of Lot 1 Block 1, which is approved as a special zoning district for low impact commercial use, no lot shall be used except for single-family residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any part or portion of any lot without approval of Declarant. Declarant is to be guided by a philosophy of preservation of values

and quality of life for the entire community of Trails of Cascade as it relates to structures located on lots. On residential lots, each dwelling must have a garage attached to the main structure, which garage must be of a size to accommodate two or more automobiles. In addition thereto, accessory buildings or structures may be erected or placed on any lot provided they are of conventional construction and finished in a good workmanlike manner with permanent exterior of a material consistent with the primary structure on the same lot. Any and all such accessory structures or buildings shall be presented to Declarant for approval (in writing) and shall be constructed and maintained so as to be harmonious with the primary structure located on the same lot. Private driveways and culverts for all lots will be constructed and maintained by purchaser to meet Cascade Township and Olmsted County standards and specifications. Use limitations herein notwithstanding, any portion of a lot may be used for a model residence or for a development sales office during the promotion period of said Subdivision by Declarant.

A purchaser of a lot shall obtain the necessary permits prior to construction of improvements.

- A) Building Quality. The design, layout and exterior appearance of each structure shall be such that, in the opinion of Declarant at the time of the approving of the building plans, the structure will be of high quality and will have no substantial adverse effect upon the property values in the subdivision.
- B) Access During Construction. Each owner is legally responsible for the compliance with these covenants. During the construction process, Declarant shall have the right of reasonable access to ensure compliance to the approved site plan, building plans, specifications, color, decoration, materials for construction, grading and erosion control plans, land clearing, landscaping and plot plan of the lot with the proposed residence and appurtenant buildings, setbacks, finish grade elevations, driveways, culverts, planting and landscaping. If Declarant determines that the owner has not complied with the provisions of its written submissions, Declarant reserves the right to complete the construction according to the approved submissions and place a lien against property for the costs of completion and the costs of enforcing these declarations.
- C) Moved Buildings. No building of any kind shall be moved onto said real estate without permission of Declarant.
- D) Setbacks. All buildings must conform to setback requirements of Cascade Township and Olmsted County.
- E) Temporary Structures. During the construction of a building, the contractor may have no more than two temporary structures containing no more than five hundred square feet of total floor area and these structures must be immediately adjacent to the construction site. These temporary structures may exist for a maximum and total period not to exceed one year (365 days) and must be removed after completion of the structure or one year (365 days), whichever period is shorter.

- F) Completion of Construction. The exterior envelope of any structure under construction by any owner of any lot shall be 100 percent complete within twelve months from start of construction. This will include all sod, brickwork, staining, painting and landscaping. Declarant reserves the right to complete the exterior of any initiated construction after the expiration of the twelve months from start of construction and place a lien against said property for the resultant and incurred fees and expenses.
- G) Occupancy. No residence may be occupied until the exterior of the residence is substantially finished and all construction debris is removed.
- H) Grading and Erosion Control Plans. All improvements must be consistent with a Grading and Erosion Control Plan which is approved by Declarant and consistent with Olmsted County regulations.
- I) Fences and Walls. Plans showing location and construction details of fences, walls or hedges, or mass plantings shall be submitted to Declarant and be approved before commencement of construction. Fencing may be allowed only with written approval of Declarant. This paragraph does not preclude the use of buried electric fencing systems.
- J) Mailboxes and Address Posts. Each lot owner shall install or have installed a lot address post. The design and placement of any address and/or mailbox post must conform to Declarant specifications.

ARTICLE III.

APPROVAL OF PLANS AND SPECIFICATIONS

No buildings or structures, including swimming pools shall, prior to December 31, 2040, be erected until the plans specifications, and a survey of the lot or plot with the proposed primary structure, appurtenant buildings, and other improvements shown thereon shall first have been presented to Declarant or its designated representatives or assigns, and by them approved in writing; but such approval shall not be arbitrarily withheld or delayed, it being the intention hereof that said Declarant, or its designated representatives or assigns, to exercise said granting or withholding of such approval for the purpose of establishing a restricted district, free from objectionable or value-destroying features, in said real property described in Article I. herein, and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.

The approval or disapproval of said Declarant as required in the preceding paragraph shall be in writing. In the event said Declarant, or its designated representatives or assigns, fail to approve or disapprove within forty-five (45) days after plans and specifications have been submitted to them, approval will not be required and the related covenants shall be deemed to have been fully complied with.

All buildings, structures, and other improvements shall be completed in accordance with the plans and specifications and all exterior work including finish grading, sodding and/or seeding, and the removal of all construction debris shall be completed within twelve (12) months from the date construction is commenced.

Any and all solar heating devices, whether installed at the time of erection of a structure or thereafter, must be approved by said Declarant pursuant to the procedures described in this Article.

ARTICLE IV.

TEMPORARY STRUCTURES, REFUSE, PARKING, ANIMALS AND NUISANCES

No structure of a temporary character and no trailer or mobile home, basement, tent, shack, garage, barn or other structure shall be built upon, moved onto, or used on any lot at any time as a residence, either temporarily or permanently.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage of such material shall be kept in a clean and sanitary condition and suitably screened from view from public view.

No livestock of any kind shall be raised, bred or kept on any residential lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes and the animals are controlled to remain on the owners' lots and shall not be a nuisance in respect to noise and disruption of other lot owners.

No noxious or offensive activities shall be carried on or in any dwelling or lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the neighborhood. No materials shall be stored or kept in front of a lot except for the purpose of immediate incorporation into the structure on a lot.

Owners of any lot shall keep their lot free from weeds and debris, whether the lot is improved or unimproved.

No dwelling may be occupied until the exterior is completely finished and all construction debris has been removed.

Respective owners of any said lots may store campers or boats mounted upon trailers in the driveway of said premises as long as the aforementioned objects are not stored on said driveways between the periods from the 15th day of October through the 31st day of December in any year, and from the 1st day of January through the 31st day of March in any given year. Recreational vehicles, including but not limited to snowmobiles, UTVs, ATVs, golf carts and other seasonal vehicles, whether mounted upon trailers or not, may not be stored in public view and must be stored within a structure. Automobiles, boats, campers, motorhomes, trailers, tractors or any motorized equipment may not be stored next to buildings or in any part of the

yard area. Any vehicles stored on driveways or otherwise in public view must be in operable condition with current license tabs, and be the property of the lot owner or the lot owner's guests.

All buildings, or any part thereof shall be erected on said real estate within prescribed front, side, and rear setback boundaries required of Cascade Township and Olmsted County, the most restrictive to apply.

ARTICLE V.

TERM

These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants and restrictions are recorded, after which said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change, amend, or eliminate in whole or in part the said covenants and restrictions.

ARTICLE VI.

ENFORCEMENT

The Declarants or any future owners of a lot within the Trails of Cascade Subdivision shall have the right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of the Declaration either to restrain violation or to recover damages, or both, and the prevailing party shall be awarded reasonable attorney's fees and court costs in connection therewith.

ARTICLE VII.

SEVERABILITY

Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall remain in full force and effect.

ARTICLE VIII.

ZONING ORDINANCES

Whenever any of these covenants and restrictions may be at variance with any existing zoning codes or ordinances applicable to said subdivision, the more restrictive regulations shall apply.

ARTICLE IX.

1. DISCLOSURE OF AGRICULTURAL RESERVE AREA

Declarant hereby discloses that Trails of Cascade Development is adjacent to an agricultural area where agricultural use of adjacent and distant lands is expected to continue on an indefinite basis. Declarant hereby acknowledges and hereby gives notice to all future owners of lots in Trails of Cascade such agricultural usage may create unpleasant odors, dust, fumes, noise, or other annoyances from time to time and that any future owners of lots in Trails of Cascade Development shall not have a right to bring an action for damages or injunctive relief against any landowner or occupier of lands in the agricultural reserve area as a result of the agricultural uses existing from time to time hereafter.

2. DISCLOSURE OF ENVIRONMENTALLY SENSITIVE AREA

Declarant hereby discloses that Trails of Cascade Subdivision is located in and adjacent to environmentally sensitive areas. It is strongly recommended and encouraged that homeowners limit their use of lawn chemicals, pesticides, certain fertilizers, etc. that cause environmental damage. It is understood that lot owners may designate certain portions of their lot, other than the area facing the roadway, as natural areas that are not mowed. This disclosure is to make homeowners aware there are other “environmentally sound” turf management and other landscaping procedures available and recommends they be used.

ARTICLE XI.

WATER SUPPLY AND SEWAGE DISPOSAL

Each lot shall be provided with a connection point to a shared well. It is the responsibility of the lot owner to comply with a separate shared well agreement. It is the responsibility of each lot owner to comply with the septic system requirements as stipulated by county and state health agencies.

IN WITNESS WHEREOF, the undersigned, as Declarant, has hereunto signed and set its hand the day and year first above written.

GGD OF ROCHESTER, LLC,
a Minnesota Limited Liability Company

By: _____
Diane Graham
Trustee of Diane L. Graham
Revocable Trust dated 12/19/2018,
Member

By: _____
Eugene Reller, Member

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Diane Graham, Trustee of Diane L. Graham Revocable Trust dated 12/19/2018, and Eugene Reller, Members of GGD of Rochester, LLC, a Minnesota limited liability company.

Notary Public

This instrument was drafted by:

Jason Wagner
Ward & Oehler, LTD.
1801 Greenview Drive SW, Ste 102
Rochester MN 55902
507-288-5567
W-20-447

CONSENT

The undersigned, holder of a mortgagee's interest against the real property herein described, hereby agrees and consents to the foregoing instrument and agrees to be bound by all the covenants, conditions and easements therein contained.

IN WITNESS WHEREOF, the said mortgagee has caused this Consent to be signed this ____ day of _____, 20____.

PEOPLES STATE BANK OF PLAINVIEW

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ the _____ of Peoples State Bank of Plainview, organized and existing under the laws of Minnesota.

Notary Public