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MAR 19 2004

HENNEPIN COUNTY MINN.
[Signature]
DEPUTY

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR OAKS OF SAVANNAH

CENTEX HOMES, a Nevada general partnership ("Developer"), makes this Declaration of Covenants, Restrictions and Easements ("Declaration") as of March 12, 2004.

WHEREAS, Developer owns the real property legally described as Lots 1 through 13, Block 1, Lots 1 through 11, Block 2, Lots 1 through 7, Block 3, Lots 1 through 10, Block 4 and Lots 1 through 19, Block 5, OAKS OF SAVANNAH, Hennepin County, Minnesota (the "Property").

WHEREAS, Developer intends to establish a residential community consisting of detached single-family homes on the Property, and Developer believes the covenants, restrictions and easements set forth in this Declaration will protect and preserve the value, quality and character of the community located on the Property;

WHEREAS, the Property constitutes a common interest community, but the Minnesota Common Interest Ownership Act, Minnesota Statutes, Chapter 515B does not apply by reason of Section 515B.1-102(e)(2).

WHEREAS, Developer has created a Minnesota nonprofit corporation named Oaks of Savannah Association (the "Association") to undertake certain activities with respect to the Property as described herein and in the Association's Bylaws. The Owners of the Lots are the Members of the Association.

NOW THEREFORE, Developer as the owner of all of the Property, declares the Property is and shall be held, transferred, conveyed and occupied subject to the covenants, restrictions and easements set forth in this Declaration.

Section 1. Scope.

1.1 The covenants and restrictions set forth in this Declaration

(a) run with title to the Property;

- (b) inure to the benefit of and are binding on all persons or entities having any right, title or interest in the Property and their heirs, successors and assigns; and
- (c) are subject to the amendment procedures set forth herein.

Section 2. Definitions.

2.1 "Association" means Oaks of Savannah Association.

2.2 "Board" means the Association's Board of Directors.

2.3 "Bylaws" means the Association's Bylaws.

2.4 "OAKS OF SAVANNAH" means the plat of OAKS OF SAVANNAH, Hennepin County, Minnesota.

2.5 "Declaration" means this Declaration of Covenants, Restrictions and Easements for Oaks of Savannah.

2.6 "Developer" means Centex Homes and any natural person or entity to whom a Developer specifically assigns all or some of the Special Developer rights set forth in Section 3.

2.7 "Landscape Easement Area" has the meaning set forth in Section 8.4.

2.8 "Lot" means:

- (a) One of Lots 1 through 13, Block 1; Lots 1 through 11, Block 2; Lots 1 through 7, Block 3, Lots 1 through 10, Block 4, and Lots 1 through 19, Block 5, OAKS OF SAVANNAH;
- (b) Any lot or parcel created by a combination of two or more of the Lots described in this Section 2.8; and
- (c) Any lot or parcel created by platting, replatting or otherwise subdividing of one or more the Lots described in this Section 2.8.

"Lots" means two or more of the Lots described in this Section 2.8.

2.9 "Monument Easement Area" has the meaning set forth in Section 8.3.

2.10 "Operations and Maintenance Agreement for Stormwater Management/Sedimentation Ponds" means the Oaks of Savannah Operations and Maintenance Agreement for Stormwater Management/Sedimentation Ponds between the City of Champlin and the Developer dated December 19, 2003 and recorded as Document No. 8262762 as the same may be amended from time to time.

2.11 "Outlot B" means Outlot B, OAKS OF SAVANNAH.

2.12 "Owner" means the fee owner(s) of a Lot as reflected in the appropriate county land records and includes a Developer if a Developer holds fee title to any Lot. If the fee owner(s) of a Lot contracts to convey title to a Lot pursuant to a contract for deed, the vendee(s) under the contract for deed is the "Owner" of the Lot for purposes of this Declaration and the Bylaws.

2.13 "Grade Preservation Easement Area" has the meaning set forth in Section 8.2.

2.14 "Property" means Lots 1 through 13, Block 1, Lots 1 through 11, Block 2, Lots 1 through 7, Block 3, Lots 1 through 10, Block 4, Lots 1 through 19, Block 5, OAKS OF SAVANNAH, Hennepin County, Minnesota.

2.15 "Residential Structure" means a free-standing single-family dwelling that:

- (a) (1) a Developer or an agent acting with the authority of a Developer constructs; or

(2) a natural person or entity other than a Developer or an agent acting with the authority of a Developer constructs provided the dwelling conforms in size, architectural style, and quality of construction with dwellings constructed pursuant to Section 2.15(a)(1); and
- (b) includes an attached garage suitable for a minimum of two (2) automobiles; and
- (c) does not exceed three (3) stories in height; and
- (d) complies with all applicable municipal ordinances.

Section 3. Special Developer Rights.

3.1 So long as any Developer owns any Lot, the Developer may enforce the provisions of this Declaration through an action in Hennepin County District Court or, to the extent legally permitted, Hennepin County Conciliation Court, seeking damages, a temporary restraining order, a temporary or permanent injunction and any other appropriate relief.

3.2 So long as Developer is the Owner of any Lot, Developer has the right to construct or authorize an agent to construct a Residential Structure on that Lot.

3.3 Notwithstanding the provisions of Section 5.5, Developer may construct and display advertising signs, flagpoles and other structures or improvements upon the Lots Developer utilizes for model homes.

3.4 Developer has appointed the Association's initial Board and has the right to remove directors and appoint successors as set forth in Article III, Section 2 of the Bylaws.

3.5 Notwithstanding the provisions of Section 4.1, Developer may use one or more Lots to construct and operate model homes.

Section 4. Development of Lots.

4.1 Lots may be used only for residential purposes.

4.2 No more than one Residential Structure is allowed on each Lot. No structures other than the one Residential Structure and other structures specifically provided for in this Section 4 are allowed on any Lot.

4.3 An Owner may construct fencing on the Owner's Lot if, and only if, (a) the material(s) used to construct the fence are compatible with the materials used in the construction of the Residential Structure(s) and existing fences located both on the Owner's Lot and on other Lots; (b) the color of the fence is compatible with the color of the Residential Structures and existing fences located both on the Owner's Lot and on other Lots; and (c) the fencing does not exceed four feet in height. Black, brown or green vinyl coated chain-link fencing and wrought iron fencing satisfies the requirements of Sections 4.3(a) and 4.3(b). No chain-link fencing, other than black, brown or green vinyl coated chain-link fencing, and no fencing constructed of so called "green treated" wood is allowed as perimeter fencing on any part of a Lot. The Board may grant variances to the height restriction set forth in Section 4.3(c) above. Owners wishing to request a variance from the Board must provide the Board with a written request for a variance. The request must set forth the circumstances which the Lot Owner believes justify a variance from the height requirement. Examples of circumstances which the Board may decide justify the granting of a variance include the Lot Owner's ownership of a large dog which cannot be kept in the Owner's yard with a four foot fence or the fact that the Owner's Lot abuts on property not subject to the Declaration and, therefore, not maintained in a manner consistent with the restriction set forth in the Declaration. Upon receipt of a written variance request, the Board will mail a copy of the variance request to the Owners of the Lots that abut upon the applicant's Lot. The mailing to the adjoining Lot Owner's will indicate the date the Board will hold a meeting to consider the variance request (or will state that the Board will inform the abutting Lot Owner, at a later date, of the date of such meeting). The Board must wait at least 14 days from the date the Board mails a copy of an Owner's variance request to the Owners of the abutting Lots before taking action on the variance request. The Owner requesting a variance and the Owners of Lots abutting on the Lot that is the subject of the variance request shall be entitled to attend the Board meeting at which the Board will consider the variance request and are entitled to express their views regarding the proposed variance. The Board may elect to grant or withhold a variance in the Board's sole and absolute discretion. Notwithstanding the Board's grant of a variance, fences must satisfy all other requirements of Section 4.3 and the requirements of all applicable municipal ordinances.

4.4 Except as provided for in this Section 4.4, no dog runs or dog houses are allowed on Lots. Dog runs not exceeding 6 feet in height, 100 sq. feet in area or 10 feet in any horizontal dimension and dog houses not exceeding 4 feet in height or 5 feet in any horizontal dimension are permitted if:

- (a) they are constructed in a professional manner of building materials compatible with the building materials used to construct the Residential Structure constructed on the same Lot;

- (b) are a color that is compatible with the color of the Residential Structure constructed on the same Lot;
- (c) are located at the side or the rear of the garage constructed as a part of the Residential Structure; and
- (d) they are at all times reasonably screened from ground level view from any portion of the Property (including, but not limited to, any other Lot or any public or private street) by adequate, permissible fencing or landscaping. Chain-link fencing is not, in and of itself, adequate to reasonably screen a dog house or dog run from ground level view.

4.5 Children's play equipment is allowed only in the rear yards of Lots. Play equipment must not exceed 400 square feet in its horizontal dimensions or 12 feet in any vertical dimension.

4.6 An in-ground or seasonally permanent above ground pool is allowed on a Lot only if the pool is enclosed within fencing that:

- (a) meets the requirements of Section 4.3;
- (b) screens the pool from ground level view; and
- (c) reasonably prevents unauthorized access to the pool area.

All pools must be continuously maintained in conformity with all applicable municipal ordinances.

4.7 One accessory structure is allowed on a Lot but only in the rear yards of Lots and only if it is 150 square feet or less in area and does not exceed 15 feet in any horizontal or vertical dimension. Accessory structures must be designed in a manner that is consistent with the Residential Structure located on the Lot; must be constructed using materials that are consistent with the Residential Structure located on the Lot; must be of a color that matches the Residential Structure located on the Lot; and must be screened from street view

Section 5. Use of Lots.

5.1 Tents must not be erected or maintained on any Lot for a period of more than 48 hours.

5.2 No noxious or offensive activity may be carried on upon any Lot, and nothing may be done upon any Lot that may be or become an annoyance to the neighborhood, including, but not limited to, leaving a dog or dogs unattended if the dog creates a disturbance; or failing to maintain pet exercise areas in a well kept, clean condition.

5.3 No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on a Lot provided they are not

kept, bred or maintained for any commercial purpose. No more than 2 cats and no more than 2 dogs may be kept on any Lot at any one time.

5.4 No Lot may be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must not be kept on a Lot except in covered, sanitary containers. All equipment used for the storage or disposal of waste material must be kept in a clean and sanitary condition. Incinerators are not allowed on any Lot.

5.5 Except as provided in Section 3.3 no sign of any type may be displayed to the public view on any Lot except an Owner may display one sign of not more than five square feet to advertise a Lot for sale or for rent.

5.6 No trailers, motorcycles, boats, buses, motor homes, campers, snowmobiles or other types of recreational vehicles may be parked on any Lot or in the street adjacent to any Lot for more than 48 consecutive hours unless parked within the garage portion of a Residential Structure. Motor vehicles must not be stored outside for more than 48 consecutive hours.

5.7 Standard television antennas, direct broadcast antennas ("DBA's"), multichannel, multipoint distribution service antennas ("MMDSA's") are subject to the following restrictions:

- (a) DBA's and MMDSA's may not exceed one meter in diameter;
- (b) DBA's and MMDSA's must be located in rear yards and must be reasonably screened from ground level view from other Lots or roadways by fencing that satisfies the requirements of Section 4.3 or landscaping;
- (c) Standard television antennas must be located within the Residential Structure;
- (d) If the strict enforcement of the restrictions set forth in Section 5.7(b) or 5.7(c) unreasonably delays or prevents the installation, maintenance or use of an antenna; unreasonably increases the cost of installation, maintenance or use of an antenna; or prevents a reasonably acceptable quality of reception, an Owner may deviate from the restrictions set forth in Section 5.7(b) or 5.7(c) to the minimum extent, and only to the minimum extent, necessary to avoid unreasonably delaying or increasing the cost of installation, maintenance or use of an antenna or preventing a reasonably acceptable quality of reception.

5.8 Antennas that are visible from the exterior of the Residential Structure constructed on a lot, other than standard television antennas; direct broadcast antennas; and multichannel, multipoint distribution service antennas are prohibited.

5.9 An Owner may not use a Lot in a manner that violates any applicable municipal ordinances.

Section 6. Maintenance of Lots.

6.1 Subject to Section 8.4, each Owner is responsible for the maintenance of the unimproved portion of the Owner's Lot and the maintenance, repair and replacement of all improvements on or to the Owner's Lot. Each Owner must maintain Residential Structures and accessory structures, if any, constructed on the Owner's Lot in good condition and repair.

6.2 The Association may maintain, repair and replace lawns and landscaping located in the Landscape Easement Area as set forth in Section 8.4.

Section 7. Maintenance of Outlot B.

7.1 The Association must perform the obligations of the "Owner" under the Operations and Maintenance Agreement for Storm Water Management/Sedimentation Ponds. (For the purposes of this Section 7.1 the term "Owner" has the meaning set forth in the Operations and Maintenance Agreement for Storm Water Management/Sedimentation Ponds).

Section 8. Easements.

8.1 The plat of OAKS OF SAVANNAH dedicates various public utility and drainage easements over the Lots. Owners may not excavate, fill, grade or landscape the portion of any Lot subject to a dedicated public easement or allow structures, plantings or other materials to be placed or to remain within dedicated public easements in a manner that may damage or interfere with the installation and maintenance of utilities; obstruct, retard or change the direction or flow of drainage across the easements; or otherwise interfere with the use and enjoyment of the easements.

8.2 Developer hereby declares a permanent easement in gross over, under and across the portion of the Property described on the attached Exhibit A, (the "Grade Preservation Easement Area") in favor of the Association and the City of Champlin to permit the Association and the City of Champlin to maintain the established grade within the Grade Preservation Easement Area. Owners may not alter the grade within the Grade Preservation Area.

8.3 Developer hereby declares a permanent easement in gross over and across the portion of the Property, described on the attached Exhibit B (the "Monument Easement Area") in favor of the Association to permit the Association to maintain, repair and replace a monument sign Developer will construct within the Monument Easement Area.

8.4 Developer hereby declares a permanent easement in gross over and across the portion of the Property described on the attached Exhibit C (the "Landscape Easement Area") in favor of the Association to permit the Association to install, maintain, repair and replace landscaping the Developer or the Association will install within the Landscape Easement Area. The Owners of Lots subject to this easement may not maintain landscaping within the Landscape Easement Area the Association elects to maintain, but such Owners are responsible for maintaining any landscaping within the Landscape Easement Area the Association elects not to maintain. The Association is responsible for communicating to the Owners the extent to which the Association will maintain landscaping within the Landscape Easement Area.

8.5 The Developer hereby declares permanent easements in gross over and across the portions of the Property described on the attached Exhibit D in favor of the Association and the City of Champlin to permit the Association and the City to access Outlot B.

Section 9. The Association.

9.1 The Association may maintain the monument sign the Developer constructs and installs within the Monument Easement Area and the landscaping the Developer installs within the Landscape Easement Area in the manner and to the extent the Association deems appropriate.

9.2 The Association must perform the obligations of the "Owner" under the Operations and Maintenance Agreement for Storm Water Management/Sedimentation Ponds. (For the purposes of this Section 9.2 the term "Owner" has the meaning set forth in the Operations and Maintenance Agreement for Storm Water Management/Sedimentation Ponds).

9.3 The Association is not responsible for obtaining or maintaining casualty insurance with respect to any improvements constructed on the Lots. The Association must obtain and maintain liability insurance in a form and in the amounts the Board deems necessary and appropriate insuring the Association, its members, directors, officers and agents against liability arising out of or relating to the Association's maintenance of Outlot B and performance and exercise of its rights, duties and obligations under this Declaration and the Association's Bylaws.

9.4 Developer, as the owner of each Lot, hereby acknowledges, covenants and agrees that each Lot is subject to annual and special assessments the Association levies pursuant to the provisions of the Bylaws to finance the Association's exercise of its rights and performance of its obligations under the Association's Articles of Incorporation, the Bylaws and this Declaration, and that each Owner is personally liable for the payment of annual and special assessments as set forth in the Bylaws. The Association has a lien on a Lot for any annual or special assessment levied against that Lot from the time the annual or special assessment becomes due. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. If an Owner fails to pay any annual or special assessment or any installment of an annual or special assessment when due, the Association may record a notice of lien in the Hennepin County land records. A lien established under this Section 9.3 shall have priority over other liens and encumbrances only as of the date a notice of lien is filed in the appropriate county land records. Proceedings to enforce a lien for unpaid assessments must be instituted within three years after the last installment of the assessment becomes due. The Association's lien may be foreclosed in a like manner as a mortgage containing a power of sale pursuant to Chapter 580 or by action pursuant to Chapter 581. The Association has a power of sale to foreclose the lien pursuant to Chapter 580. The Association may, as an alternative remedy, commence an action against an Owner to recover the amount of the assessments, and a commencement of an action against an Owner to recover the amount of the delinquent assessments is not an election of remedies if it is dismissed before the commencement of proceedings to foreclose the lien provided for in this Section 9.3. In any foreclosure pursuant to Chapters 580, 581 or 582 the rights of the parties shall be the same as provided by law, except (i) the period of redemption for Lot Owners is 6 months from the date of sale or any lesser period authorized by law, (ii) in a foreclosure by advertisement under Chapter

580, the Association is entitled to costs and disbursements of foreclosure and attorney's fees authorized by this Declaration or the Bylaws notwithstanding the provisions of Section 582.01, subdivision 1 and 1(a)(iii) in a foreclosure by action under Chapter 581, the foreclosing parties entitled to costs and disbursements for foreclosure and attorney's fees as the court shall determine, and (iv) the amount of the Association's lien shall be deemed to be adequate consideration for the Lot subject to foreclosure, notwithstanding the value of the Lot or the improvements located thereon.

Section 10. Miscellaneous.

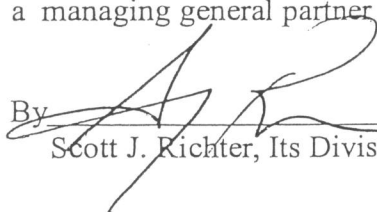
10.1 A judgment or court order invalidating one or more of the provisions of this Declaration does not affect any of the other provisions, and those remain in full force and effect until the date of expiration.

10.2 The Association and each Owner of a Lot subject to these provisions has the right to enforce the provisions of this Declaration in his, her or its own name by proceedings at law to recover damages or at equity to restrain violations, against any person violating or attempting to violate any provision hereof.

10.3 The Owners of 51% of the Lots may amend this Declaration. If there are two or more Owners of a Lot, the Owners of the Lot are not deemed to consent to an amendment unless all Owners consent to the amendment. The consent of mortgagees or other lienholders is not required. An amendment which the Owners adopt pursuant to this Section 10.3 is not effective until it is recorded in the county land records. To evidence the required percentage of Owner's approval of an amendment:

- (a) the properly acknowledged signatures of the required percentage of Owners may be attached to the amendment; or
- (b) an executed and notarized original certificate signed by the secretary of the Association and stating that 51% of the Members of the Association approved the amendment at a duly called annual or special meeting of the Members of the Association may be attached to the amendment.

Centex Homes, a Nevada general partnership
By: **Centex Real Estate Corporation**, a
Nevada corporation
a managing general partner

By 
Scott J. Richter, Its Division President

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this 12 day of March, 2004 by Scott J. Richter, the Division President of Centex Real Estate Corporation, a Nevada corporation on behalf of the corporation. The corporation is executing the foregoing instrument in its capacity as the managing general partner of Centex Homes, a Nevada general partnership, on behalf of the partnership.

Roxanne Marie Kraai
Notary Public

DRAFTED BY:
BRIGGS AND MORGAN, P.A.
2200 First National Bank Building
St. Paul, MN 55101

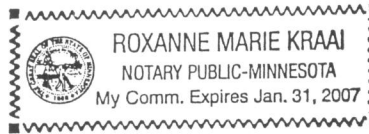


EXHIBIT A

GRADE PRESERVATION EASEMENT AREA

That part of Lots 1 through 19, Block 5, all in OAKS OF SAVANNAH, according to the recorded plat thereof, Hennepin County, Minnesota, lying between Outlot B, OAKS OF SAVANNAH and the following described line: Commencing at the southeast corner of said Lot 1, Block 5; thence North 00 degrees 11 minutes 59 seconds East, assumed bearing, along the easterly line of said Lot 1, Block 5, 112.63 feet to the point of beginning of the line to be described; thence continuing along last described course, 40.59 feet; thence South 88 degrees 47 minutes 48 seconds East, 21.11 feet; thence North 03 degrees 44 minutes 55 seconds West, 271.51 feet; thence North 47 degrees 54 minutes 25 seconds East, 58.83; thence South 85 degrees 56 minutes 59 seconds East, 191.47 feet; thence South 42 degrees 12 minutes 31 seconds East, 34.25 feet; thence South 11 degrees 32 minutes 24 seconds West, 202.95 feet; thence South 00 degrees 16 minutes 47 seconds West, 117.02; thence North 88 degrees 53 minutes 44 seconds, 220.03 feet to the point of beginning.

EXHIBIT B

MONUMENT EASEMENT AREA

The South 35.00 feet of Lot 1, Block 1, OAKS OF SAVANNAH, according to the recorded plat thereof, Hennepin County, Minnesota.

EXHIBIT C

LANDSCAPE EASEMENT AREA

The South 35.00 feet of Lot 1, Block 1 and the South 35.00 feet of Lots 4 through 10, Block 4, OAKS OF SAVANNAH, according to the record plat thereof, Hennepin County, Minnesota.

Said easement lines are prolonged or shortened to terminate at the West and East lines of said Lot 1, the West line of said Lot 10, and the East line of said Lot 4.

EXHIBIT D

ACCESS EASEMENTS

The northeasterly 10.00 feet of Lot 6, Block 5 and the southwesterly 10.00 feet of Lot 7, Block 5, all in OAKS OF SAVANNAH, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement lines are prolonged or shortened to terminate at the northeasterly and southeasterly lines of said Lot 6 and the northwesterly and southerly lines of said Lot 7; and

The easterly 10.00 feet of Lot 7, Block 5 and the westerly 10.00 feet of Lot 8, Block 5, all in OAKS OF SAVANNAH, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement lines are prolonged or shortened to terminate at the northerly and southerly lines of said Lots 7 and 8; and

The South 10.00 feet of Lot 13, Block 5 and the North 10.00 feet of Lot 14, Block 5, all in OAKS OF SAVANNAH, according to the recorded plat thereof, Hennepin County, Minnesota. Said easement lines are prolonged or shortened to terminate at the westerly and easterly lines of said Lots 13 and 14; and

That part of Lots 1 and 19, Block 5, OAKS OF SAVANNAH, according to the recorded plat thereof, Hennepin County, Minnesota, the southerly line of said easement lies parallel with and 20.00 feet southerly of the North line of said Lots 1 and 19 and its easterly extension.