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Memorandum

To: City Council, City of Columbus

From: Jacob W. Steen

Date: September 21, 2021

Re: City of Columbus, St. Clair Lakes Final Plat - Title Review

We have reviewed the title commitment issued by Stewart Title Guaranty Company, dated July 13, 2021 (“Commitment”) for the subject property generally located at 9131 Lake Drive NE (“Property”) for the proposed plat of St. Clair Lakes (“Final Plat”), by E.G. Rud & Sons, dated August 24, 2021 and submitted by St. Clair Terrain Company (“Applicant”). The purpose of this title review is to assure that the ownership and legal description of the property subject to the Plat are consistent with the City ordinances and easements in favor of the City of Columbus (the “City”).

1. **Legal Description.** The legal descriptions for the underlying property as referenced in the Commitment and the Final Plat appear to be consistent.
2. **Fee Title.** As of the dates of the Commitment, fee title to the Property is shown to be vested in the following parties, hereafter referred to as “Owners.”

Susan M. Mulvihill, married to Amr K. Jabr, and Michael M. Mulvihill, marital status unknown

The proposed insured is “St. Clair Land Company, a Minnesota corporation.” St. Clair Land Company must obtain title prior to signing the Final Plat.

3. **Tax Information.** This Title Review assumes that the Final Plat will be recorded in 2021. The Commitment states the following taxes are due:

Tax I.D. No.: 243222220001

Taxes for the year 2021: \$8,964.72, Total, are 1st 1/2 Paid, 2nd 1/2 Due, Base Tax: \$1,156.66 (Non-Homestead).

Tax I.D. No.: 243222220015

4836-1230-2332, v. 1
Taxes for the year 2021: \$4,409.08, Total, are 1st 1/2 Paid, 2nd 1/2 Due, Base Tax: \$1,127.70 (Non-Homestead).

DELINQUENT TAX: 2019 Taxes in the amount of \$3,269.58 are unpaid and delinquent, plus penalty, cost and interest.

DELINQUENT TAX: 2018 Taxes in the amount of \$3,690.18 are unpaid and delinquent, plus penalty, cost and interest.

DELINQUENT TAX: 2017 Taxes in the amount of \$4,874.74 are unpaid and delinquent, plus penalty, cost and interest.

DELINQUENT TAX: 2016 Taxes in the amount of \$4,880.56 are unpaid and delinquent, plus penalty, cost and interest.

Any taxes, including delinquent taxes, levied or pending special assessments, penalties and interest for the Property which are due and payable in 2021 or prior must be paid prior to, or contemporaneously with, the recording of the deeds.

4. **Outlot B.** Outlot B is not clearly identified on the Final Plat. **Outlot B must be clearly identified on the Final Plat.**
5. **Easements.** The Commitment references the following two easements that are not referenced on the Final Plat or other engineering documents:

Easement in favor of Rural Cooperative Power Association filed December 17, 1968 as Document Number 317225.

Easement in favor of The United Power Association filed November 17, 1972 as Document Number 379467.

Applicant must identify the locations of easements. To the extent that they conflict with the proposed easements to the City, Applicant must obtain a consent to such easements.

6. **Reimbursement of Expenses.** Applicant must reimburse the City for all expenses associated with application review, processing, and approval of the application (“Expenses”). **Applicant must reimburse the City for any outstanding Expenses incurred to date prior to release of the Final Plat.** Within 60 days of City approval, the City will prepare a final invoice (“Final Invoice”) to include any remaining un-reimbursed Expenses and any outstanding utility fees. The Final Invoice will be due upon receipt.

After Recording, return to:
St. Clair Terrain Company
1499 Clarmar Avenue West
Roseville, Minnesota 55113

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ST. CLAIR LAKES

This Declaration is made on the date hereinafter set forth by St. Clair Terrain Company, a Minnesota Corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant, St. Clair Terrain Company ("St. Clair") is the owner of certain real property lying and being in the City of Columbus, Anoka County, Minnesota, being more particularly described as that development called St. Clair Lakes subdivision, filed in the Anoka County Records, which Plat is incorporated herein and made a part hereof by reference; and

WHEREAS, The Property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is:

1. The home sites, consisting of 21 single-family lots, which will be privately owned;
2. The road throughout the development; and
3. Certain other outlots for ponding and setbacks,

located in Anoka County, Minnesota, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Whereas, the Property is not subject to Minnesota Statutes Chapter 515B by reason of the exemption contained in Section 515B.1-102(e)(2) thereof.

WHEREAS, Declarant has caused the St. Clair Lakes Homeowner's Association (the "Association") to be formed as a non-profit civil organization to perform certain functions for the common good and general welfare of the Owners of the lots in the subdivision.

NOW, THEREFORE, the Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which is for the purpose of enhancing and protecting the desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described property or any portion thereof, and shall subject the parties to all limitations herein

provided, and inure to the benefit of each Owner, his heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

ARTICLE I. - PROPERTY, ROADS AND PONDING

1. The Association shall own and control property known as “common area;”
 - 1.1. The road throughout the project. There shall be only private streets in the Development. Any and all streets, as shown in Exhibit “B” shall be owned, maintained, and controlled by the Association of the development within which the development is located. The responsibility for payment of maintenance and/or repair, plus snow plowing expenses of all streets will be the responsibility of the Association.
 - 1.2. Other property consisting of outlots that contain storm ponds or wetland setbacks or any other land that is deeded to the Association, or over which the Association is the beneficiary of a easement.
 - 1.3. The Association shall not own, or be responsible for, any of the 21 single-family lots.

ARTICLE II – PROPERTY RIGHTS

2. Every Owner shall have a right and easement of use and enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following conditions and restrictions:
 - 2.1. The right of the Association, as provided in its Articles and Bylaws, to limit the numbers of guests of Members to use the Common Areas at any time.
 - 2.2. The right of the Association to provide for and establish the easements and rights-of-ways on all roads and to regulate parking, motorized and non-motorized vehicular traffic, and to maintain the walks and pathways, if any, within the Development.
 - 2.3. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purposes of improving the Common Area and facilities.
 - 2.4. The right of the Association to suspend the voting rights and/or right to use the Common Area by a Member for any period during which any assessment remains unpaid; or for a period not to exceed thirty days (30) for any infraction of its published rules, regulations, or for any violation of these Covenants, Conditions and Restrictions by such Member, Member’s Family or guests or invitees of the Member or Member’s Family.
 - 2.5. The right of the Association to dedicate or transfer all or any part of the Common Area, including the Shore Impact Zone, to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by two-thirds of the Members entitled to cast votes. No such decision or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members entitled to cast votes has been recorded, agreeing to such dedication or transfer. Notice of any proposed dedication shall be sent to every

Member not less than thirty (30) days in advance of such dedication or transfer. If dedicated or transferred, the Shore Impact Zone must be managed in accordance with the Shoreland Management Plan regardless of owner.

- 2.6. The Developer, Declarant, and/or the Association, shall have a non-exclusive perpetual easement and right of access to all common areas.
- 2.7. The Common Area and any common elements cannot be mortgaged, conveyed or in any way used as security without the consent and approval of not less than two-thirds (2/3) of the Members, excluding the Declarant.

ARTICLE III – THE ASSOCIATION

3. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot, which is subject to assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership.
 - 3.1. Members shall be entitled to one vote for each Lot owned, unless otherwise provided in the Bylaws of the Association. When more than one Person shall hold an interest in any Lot, all such Persons shall be Members, but will share one vote, and the vote for such Lot shall be exercised in accordance with the provisions of the Bylaws of the Association.
 - 3.2. At every meeting of the Members, each of the Members shall have the right to cast their vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control.
 - 3.3. The vote of any membership which is owned by more than one Person may be exercised by any of the Persons present at any meeting unless an objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-Owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.
 - 3.4. A Member may appoint any other Member or the Developer or any other Person permitted by law or by the By-Laws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.
 - 3.5. The presence, either in person or by proxy, of Members representing at least thirty percent (30%) of the total votes entitled to be cast with respect to any question, shall be

requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

ARTICLE IV. - MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES

4. The Association shall provide and pay for all maintenance and expenses for the Common Area as indicated upon the Plat, as well as any additional plats recorded upon the Additional Property.
 - 4.1. Upon the conveyance by the Developer to the Association of an area designated upon the Plat or any additional plats as common open space or Common Area, Developer shall have no further liability or obligations hereunder or otherwise, of any nature whatsoever, with respect to any construction, landscaping, maintenance or expenses for the property so conveyed to the Association. The Association will satisfy any and all requirements imposed by the City of Columbus or any other governmental entity with respect to the Common Area.
 - 4.2. The real property taxes on the Common Area, if any, shall also be the responsibility of the Association.
 - 4.3. The Association shall insure the common areas.

ARTICLE V – COVENANT FOR MAINTENANCE ASSESSMENTS

5. Annually, at a time to be determined by the Board, the Board shall create a budget for the following year. The budget will consist of the expenses of the Association, including insurance costs, the maintenance and snow plowing of the road, any pond maintenance or other pond expense of the association, and will include an amount for a reserve fund for the repair or replacement of the road. Sample budget is attached as Exhibit “C.” All Owners, by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, are deemed to covenant and agree to pay to the Association:
 - 5.1. Annual assessments or charges, and
 - 5.2. Special assessments to be fixed, established and collected from time to time as provided herein. The assessments, together with interest, costs, and costs of collection (including reasonable attorney’s fees, if any), shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made.
 - 5.3. All such assessments, together with interest, costs, and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

- 5.4. Annual assessments, shall be equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:
- a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and
 - b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
 - c) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and
 - d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements.
 - e) Except as otherwise provided, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the By-Laws.
 - f) Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a letter signed by an officer of the Association or the Managing Agent setting forth whether the assessment on a specified Lot has been paid.
 - g) In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary.
 - h) In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this paragraph, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

ARTICLE VI – SHORE IMPACT ZONE

6. St. Clair Lakes subdivision contains a Shore Impact Zone, which extends from the north lot line of the lots abutting the lake to the Ordinary High-Water Line. This area may not be used for any development or improvement of any kind.
 - 6.1. A 75-foot shore impact zone shall be designated and identified as depicted in plat of St. Clair Lakes, which is attached hereto and made a part hereof. The 75-foot shore impact zone consists of a 75-foot average, with a 50-foot minimum width, as measured from the Ordinary High Water Level (“OHWL”) (“Shore Impact Zone”).
 - 6.2. The Shore Impact Zone shall be protected and maintained in a natural state. There shall be no structures, vegetation clearing, or land or vegetation alteration permitted within the Shore Impact Zone at any time, including before, during, and after construction. This prohibition includes, but is not limited to:
 - a) No buildings, roads, storm water ponds or facilities, or other structures; or
 - b) No vegetation clearing, excavation, or grading/filling to accommodate building pads, residential yards, decks and patios, garden space, roadbeds, stormwater ponds or facilities, or for any other purpose.
 - 6.3. There is in place, as approved by the City of Columbus and the Minnesota Department of Natural Resources, a Shoreland Management Plan, (Exhibit “D”) which sets out the efforts to be exercised to protect the integrity of the Shore Impact Zone. Members of the Association, and the Association itself, will abide by the Shoreland Management Plan.

ARTICLE VII – RESTRICTIVE COVENANTS AS TO USE

7. Covenants and Restrictions are to ensure neighborhood preservation and encourage neighborhood aesthetics. The general purpose of these covenants and restrictions are to ensure and protect property values within the neighborhood. The covenants and restrictions encourage excellence by providing neighborhood standards and by controlling some of the activities within the neighborhood.
 - 7.1. Owner's right of use of his Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Article, the more restrictive provision shall apply.
 - 7.2. No Lot shall be used except for residential purposes and no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single family dwelling, unless otherwise provided for herein. No Lot shall be subdivided.
 - 7.3. No trailer, tent, shack, garage, outbuilding, or barn shall be erected on any Lot, temporarily or permanently, unless approved by the Association. In no event shall the Association approve a proposed accessory building or other free-standing structure

exceeding four hundred (400) square feet, or structures which are a manufactured unit or constructed from a kit.

- 7.4. All buildings or structures erected upon the Lot shall be of new construction, built upon a slab and constructed to equivalent standards and of a like method to the residence on said Lot. No buildings of any type, accessory structures or structures of any type shall be moved from other locations onto the Lot. No structures of a temporary character, house trailer, trailer, mobile home, modular home, tent, shack, garage, barn, or other outbuildings shall at any time be used as a residence, temporarily or permanently.
- 7.5. No Lot, nor any building erected thereon shall at any time be used for the purpose of any trade, business, manufacturing, or for public amusements, excluding home based businesses approved by the City of Columbus. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
- 7.6. The Declarant and/or the Developer reserves unto itself the right to approve additional and separate restrictions at any time, which restrictions may differ from Lot to Lot, until all 21 lots are sold by the developer to private parties.
- 7.7. Notwithstanding any contrary provisions contained herein, the Developer shall be permitted to maintain, during the period of development of the Subdivision and sales of the Lots, upon such portion of Property or the unsold Lots as Developer deems, in the sole opinion of Developer, necessary or reasonably required, convenient or incidental to such development or sales including but not limited to, a business office, storage areas, construction yard signs, model units and sales office.
- 7.8. No recreation vehicles or commercial vehicles, including, without limitation, boats, boat trailers, horse trailers, motorcycles, trucks, camping trailers, or similar type items shall be kept on a Lot, other than in an enclosed garage. No cars, trucks or any mechanical devices that are visually in need of repair shall be kept on any Lot at any time or for any purpose, other than checking fluids and such emergency repairs as are necessary to move or tow the affected vehicle from the Lot and the Development. All vehicles of any type cannot be parked on the street, easement, or right-of-way. These vehicles are subject to removal by the Developer, the Association or its assigns, without permission and at the expense of the Owner.
- 7.9. Dog Runs / Pets - Except as provided, in this section, only domesticated animals are allowed. No dog runs or dog houses are allowed on lots. Underground animal fencing is allowed but signage must exist viewable to other residents. At all times dogs must be leashed when anywhere on the exterior, except when inside a marked, underground fenced area.
- 7.10. Trash/Recycle Containers - Trash and Recycle containers shall be stored in the garage and placed out the night prior to pickup and returned to the garage the day of pickup. All trash shall be bagged.

- 7.11. Storage: The Lot shall not be used for storage of trash, debris, or other items, outside of those typically used for patio furniture, grilling, or décor, such as pots containing plants in the summer.
- 7.12. Signage: No signage is allowed on the property except one (1) For Sale sign, signage regarding underground animal fencing or security, and open house signs (allowed only on the day of the open house).
- 7.13. Leasing: Leasing is not restricted; however units must be leased as a single family home only, with the entire house being leased. Use of the home for transient or hotel purposes, including Vacation Rental by Owner, AirBNB or similar is prohibited. If an owner is leasing the home, they must contact the Association and provide a copy of the lease in advance of tenant taking possession. The owner is responsible for assessments and all actions of their tenants.

ARTICLE VIII – COMMON AREA RULES

8. Until the last lot is built on and the home is completed, the Declarant shall control all activities related to the Common Areas. After the Association has been turned over to the homeowners, the Board of Directors of the Association shall have the absolute right to adopt rules, as it deems, in its sole discretion, for the use of the Common Area as necessary to protect the health, safety and mutual interests of the Association and its Members, and interpret, amend or modify the same from time to time.
- 8.1. Notwithstanding the foregoing, no motorized vehicles of any description shall be allowed on the Common Area, except the road, with the exception of lawn maintenance and gardening equipment. “Motorized vehicles” as used in this Article shall include, without limitation, motorcycles, motorboats, all-terrain vehicles, go carts, and motorized scooters.

ARTICLE IX - MISCELLANEOUS

9. The covenants and restrictions of this Declaration:
- 9.1. Shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for thirty (30) years from the date hereof, unless otherwise expressly limited herein, after which time these covenants shall be automatically extended for successive periods of ten (10) years each.
- 9.2. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the property address, within this development, of the person who appears as an Owner on the records of the Association at the time of such mailing.

- 9.3. The Declarant, the Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Developer or Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.
- 9.4. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.
- 9.5. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
- 9.6. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

ARTICLE X - DEFINITIONS

10. The following words, when used in this Declaration of Covenants, Conditions and Restrictions, shall have the following meanings:
- 10.1. Additional Property. "Additional Property" means any additional property which may be added to the Property and made subject to this Declaration pursuant to Article X hereof.
- 10.2. Association. "Association" means St. Clair Lakes Homeowners Association, a nonprofit association organized under the Minnesota Corporation Code, its successors and assigns.
- 10.3. Board. "Board" means the Board of Directors of the Association.
- 10.4. By-Laws. "By-laws" mean the By-laws of the Association.
- 10.5. Common Property. "Common Property" means all real and personal property now or hereafter owned by the Association or in certain instances over which the Association has been granted pennant use, for the common use and enjoyment of the Owners.
- 10.6. Declarant. "Declarant" means:
- a) St. Clair Terrain Company, its successors and assigns, or

- b) Any successor in title to all or some portion of the Property or the Additional Property, provided such successor in title shall acquire such property for the purposes of development or sale, and provided further, that in a written instrument, such successor in title is expressly assigned all rights, privileges and options herein reserved to Declarant by the Declarant as hereunder defined at the time of such conveyance; or
- c) Should any of the property or the additional property become subject to a first mortgage given by Declarant as security for the repayment of: development loan, then all the rights, privileges and options herein reserved to the Declarant shall inure to the benefit of the holder of such first mortgage.

10.7. Lot. "Lot" means any numbered parcel of land together with improvements thereon shown upon the plat, or as similarly shown on supplemental surveys of such tract or such additional tracts as may be added to the property from time to time, as provided herein.

10.8. Member. "Member" means any member of the Association.

10.9. Owner. "Owner" means the record owner (including Declarant) whether one or more persons or entities, of a fee simple title to any Lot, provided, however, that when fee simple title has been transferred and is being held merely as security for repayment of a loan, the person or entity who would own the Lot in fee simple if such loan were paid in full shall be considered the Owner.

10.10. Property. "Property" means that certain real property (other than Common Property) hereinabove described together with such additional real property as the Declarant may acquire, and subject to the provisions of this Declaration of Covenants, Conditions and Restrictions.

10.11. Restrictions. "Restrictions" means all covenants, restrictions, easements, charges, liens and other obligations created or imposed by this Declaration.

10.12. Structure. "Structure" means:

- a) any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, tree, shrub, sign, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot;
- b) any excavation, grading, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and
- c) any change in the grade at any point on a Lot of more than six (6) inches, whether or not subsection (b) of this Section 1.12 applies to such change.

ARTICLE 11 MINNESOTA WETLAND CONSERVATION ACT

Replacement Wetland Declarant: St. Clair Terrain Company

General Location of Replacement: Sec. 24, Twp. 32, Rge. 22, County of Anoka

RECITALS

11.1. The Declarant holds the fee title or perpetual easement on the real property described in Exhibit A, attached hereto.

11.2. This real property is the site of a Replacement Wetland, as defined in Minnesota Rules 8420.0111, subp. 60. Exhibit B, attached hereto, is a map or survey of the subject Replacement Wetland.

11.3. The Declarant is seeking approval of (1) a replacement plan under Minnesota Statutes section 103G.222.

11.4. The Replacement Wetland is subject to the Wetland Conservation Act of 1991, as amended, Minnesota Statutes section 103G.222 et seq., and all other provisions of law that apply to wetlands, except that the exemptions in Minnesota Statutes section 103G.2241 do not apply to the Replacement Wetland, pursuant to Minnesota Rules 8420.0420.

11.5. The Local Government Unit (LGU) charged with approval of the Replacement Plan is Columbus, Minnesota, whose address is 16319 Kettle River Blvd. NE Columbus MN 55025.

11.6. All references in this instrument to Minnesota Statutes and Rules are to the Statutes and Rules currently in effect and as amended or renumbered in the future.

RESTRICTIONS AND COVENANTS

11.7. The Declarant makes the following declaration of restrictions and covenants for the Replacement Wetland. These restrictions and covenants shall run with the land, and bind Declarant, and Declarant's heirs, successors, and assigns:

a) The Declarant shall maintain a Replacement Wetland of the size and type specified in the replacement plan approved by the LGU and on file at the offices of the LGU. Declarant shall not make any use of the Replacement Wetland that would adversely affect the functions or values of the wetland as determined by Minnesota Rules 8420.0522, and as specified in the replacement plan.

b) Declarant shall pay the costs of maintenance, repairs, reconstruction, and replacement of the Replacement Wetland, which the LGU or the State of Minnesota through the Minnesota Board of Water and Soil Resources may deem necessary to comply with the specifications for the Replacement Wetland in the approved replacement plan.

c) Declarant grants to the LGU, the State of Minnesota, and the agents and employees of the LGU and the State of Minnesota, reasonable access to the Replacement Wetland for inspection, monitoring, and enforcement purposes. This Declaration grants no access to or entry on the lands described to the general public.

d) Declarant represents that he or she has a fee simple or easement interest in the land on which the Replacement Wetland is or will be located. Declarant represents that he or she has obtained the consent of all other parties who may have an interest in the land on which the Replacement Wetland is or will be located to the creation of the restrictions and covenants herein, and that, all such parties have agreed in writing to subordinate their interests to these restrictions and covenants, pursuant to the attached Consent and Subordination Agreement(s).

e) Declarant shall record or file this Declaration, pay all costs associated with recording or filing, and provide proof of recording or filing to the LGU. If this Declaration is given pursuant to a replacement plan, such proof shall be provided to the LGU before proceeding with construction of the Replacement Wetland.

f) Acknowledge that this Easement shall be unlimited in duration, without being re-recorded. This Easement shall be deemed to be a perpetual conservation easement pursuant to Minn. Stat. ch. 84C.

g) If the replacement plan approved by the LGU and on file at its offices requires the establishment of areas of native vegetative cover, the term "Replacement Wetland" as used in this Declaration shall also include the required areas of permanent vegetative cover, even if such areas are not wetlands. All provisions of this Declaration that apply to the Replacement Wetland shall apply equally to the required areas of native vegetative cover. In addition, the Declarant:

1 Shall comply with the applicable requirements of Minnesota Rules 8420.0526;

2 Shall, at Declarant's cost, establish and maintain permanent vegetative cover on areas specified in the replacement plan for native vegetative cover, including any necessary planting and replanting thereof, and other conservation practices, in accordance with the replacement plan;

3 Shall not produce agricultural crops on the areas specified in the replacement plan;

4 Shall not graze livestock on the areas specified in the replacement plan or;

5 Shall not place any materials, substances, or other objects, nor erect or construct any type of structure, temporary or permanent, on the areas specified in the replacement plan, except as provided in the replacement plan;

6 Shall, at Declarant's cost, be responsible for weed control by complying with noxious weed control laws and emergency control of pests necessary to protect the public health on the areas specified in the replacement plan; and

7 Shall comply with any other requirements or restrictions specified in the replacement plan, including, but not limited to, haying, mowing, timber management or other

vegetative alterations that do not enhance or would degrade the ecological functions and values of the replacement site.

11.8. This Declaration may be modified only by the joint written approval of the LGU and the State of Minnesota through the Minnesota Board of Water and Soil Resources. If the Replacement Wetland has been used to mitigate wetland losses under the Federal Water Pollution Control Act, the U.S. Army Corps of Engineers (or successor agency) must also agree to the modification in writing. Such modification may include the release of land contained in the legal description above, if it is determined that non-wetland areas have been encumbered by this Declaration, unless the approved replacement plan designates these non-wetland areas for establishment of permanent vegetative cover.

11.9. This Declaration may be enforced, at law or in equity, by the LGU, or by the State of Minnesota. The LGU and the State of Minnesota shall be entitled to recover an award of reasonable attorneys fees from Declarant in any action to enforce this Declaration. The right to enforce the terms of this Declaration is not waived or forfeited by any forbearance or failure to act on the part of the State or LGU. If the subject replacement area is to be used partially or wholly to fulfill permit requirements under the Federal Water Pollution Control Act or a federal farm program, then the provisions of this Declaration that run to the State or the LGU may also be enforced by the United States of America in a court of competent jurisdiction.

11.10. This Declaration must be recorded and proof of recording submitted to the LGU or other regulatory authority in order to be valid.

IN WITNESS WHEREOF the Developer has executed this Declaration or caused it to be executed by and through its appropriate officers.

St. Clair Terrain Company

By: _____
Its: _____

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing instrument was acknowledged before me this ____ day of September, 2021, by Jamie Jensen, the president of St. Clair Terrain Company, a Minnesota corporation, on behalf of the corporation.

_____ Notary Public

EXHIBIT A

Legal Description of the Property

Outlot A, St. Clair Lakes.

Outlot B, St. Clair Lakes.

EXHIBIT B

PLAT OF ST. CLAIR LAKES

EXHIBIT C

SAMPLE BUDGET FOR ST. CLAIR LAKES HOMEOWNER'S ASSOCIATION

Snowplowing of the common road:	\$ 1,500.00
Annual inspection of ponds and common areas:	\$ 1,000.00
Annual pond maintenance expense:	\$ 1,500.00
Annual common road maintenance	\$ 1,000.00
Common Road Reserve fund:	\$ 8,750.00
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Annual Total	\$13,750.00
Annual Total divided by 21 homes	\$ 654.76
Monthly association dues	\$ 54.56

EXHIBIT D
SHORELAND MANAGEMENT PLAN