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CARVER COUNTY, MINNESOTA



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Carl W. Hanson, Jr.
County Recorder

**FIRST SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR
CARVER BLUFFS HOMEOWNERS ASSOCIATION, INC.**

This First Supplemental Declaration, dated this 3rd day of August, 1999, is made by Carver Bluffs LLC, A Minnesota limited liability company (hereinafter referred to as "Declarant" or "Developer")

WHEREAS, Declarant made and executed a "Declaration of Covenants, Conditions, Restrictions and Easements for Carver Bluffs Homeowners Association, formerly known as Kensington Knolls, which is dated January 2, 1997 and filed in the office of the County Recorder in and for Carver County, Minnesota, on March 25, 1997, as Document No. 208585, and is hereinafter referred to as the "Declaration"; and

WHEREAS, Declarant is the owner of the following described real estate, which constitutes a replat of a portion of the Future Development Area described in said Declaration and which Declarant now desires to submit, annex and add to the Active Development Area described in said Declaration:

- Lot 1, Block 1, Carver Bluffs Second Addition
- Lots 1 through 11, both inclusive, Block 2, Carver Bluffs Second Addition
- Lots 1 through 7, both inclusive, Block 3, Carver Bluffs Second Addition
- Outlots B, E, and F, Carver Bluffs ~~Third~~ ^{Second} Addition

WHEREAS, Article X, Section 7 of said Declaration provides in relevant part as follows:
"Additional lots and outlots within the Future Development Area may be (but need not be) annexed

Att. Ivan

* Colonial Title

into the Active Development Area at any time and from time to time before the fifth anniversary date of this Declaration is recorded.”; and,

WHEREAS, the time limitation (5 years from the date of recording of the Declaration) as set forth in the Declaration has not been exceeded by this First Supplemental Declaration; and,

WHEREAS, the above-referenced Outlot E, Carver Bluffs Second Addition contains a storm water detention pond and it is the request of the City of Carver that the area ten feet around the pond be left in a natural and unmowed state and further the Association is prohibited from altering, maintaining, or mowing the area within ten feet of the pond; and,

WHEREAS, as stated in Article IV, Section 3 (c) of the Declaration, Developer reserves the right to establish different standards for houses and other structures in areas annexed into the Active Development. The City of Carver, in their final approval of Carver Bluffs Second Addition, required that the front of all homes in Carver Bluffs Second Addition contain full brick fronts.

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The following real property is submitted, annexed and added to the Active Development Area as Lots and shall be transferred, held, sold, conveyed and developed subject to all easements, covenants, restrictions, conditions and other terms and provisions of said Declaration to the same extent as though originally submitted

Lot 1, Block 1, Carver Bluffs Second Addition
 Lots 1 through 11, both inclusive, Block 2, Carver Bluffs Second Addition
 Lots 1 through 7, both inclusive, Block 3, Carver Bluffs Second Addition

2. The following real property is submitted, annexed and added to the Active Development Area as Common Area for the purpose of the Outlot being improved with Entrance Improvements and park equipment by Hans Hagen Homes, Inc., optionee of the Lots, for the benefit and ownership of the Association:

Outlot B, Carver Bluffs Second Addition

Said Outlot shall be transferred, held, sold, conveyed and developed subject to all easements, covenants, restrictions, conditions and other terms and provisions of said Declaration to the same extent as though originally submitted.

3. The following real property is submitted, annexed and added to the Active Development Area as Common Area for the purpose of open space, land buffer, storm water detention pond and common area:

Outlot E, Carver Bluffs Second Addition

Said Outlot contains a storm water detention pond and the Association covenants it shall leave ten (10) feet around the pond in a natural and unmowed state. The Association is

prohibited from altering, maintaining, or mowing the area within ten (10) of the pond without the written approval of the City of Carver.

Said Outlot shall be transferred, held, sold, conveyed and developed subject to the above covenant, and all easements, covenants, restrictions, conditions and other terms and provisions of said Declaration to the same extent as though originally submitted.

- 4. The following real property is submitted, annexed and added to the Active Development Area as Common Area for the purpose of open space, land buffer, and common area:

Outlot F, Carver Bluffs Second Addition

Said Outlot shall be transferred, held, sold, conveyed and developed subject to all easements, covenants, restrictions, conditions and other terms and provisions of said Declaration to the same extent as though originally submitted.

- 5. The Developer hereby establishes the standard that all houses in Carver Bluffs Second Addition shall contain full brick fronts.

IN WITNESS WHEREOF, the above-named corporation has caused this First Supplemental Declaration to be executed the day and year first above written.

CARVER BLUFFS, LLC

By [Signature]
Its Carver Bluffs LLC
Chief Manager

STATE OF MINNESOTA)
)SS
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 3rd day of August, 1999, by Anthony J. Emmerich, the Chief Manager of Carver Bluffs LLC, a Minnesota limited liability company, on behalf of the company.

[Signature]
Notary Public

This instrument was drafted by:
Hans Hagen Homes, Inc.
941 NE Hillwind Road #300
Fridley, MN 55432

