

Declaration of Covenants, Easements and Restrictions

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (The “Declaration”) is made as of this _____ day of _____, 20 ____, by the property owners (hereinafter referred to as, “Declarant”).

WITNESSETH:

WHEREAS, Declarant, as the owner thereof, desires to provide for the preservation of the values and the enhancement of certain real property through the recording of certain covenants, easements and restrictions thereon, which property is more particularly described on:

ATTACHED EXHIBIT “A”

NOW, THEREFORE, Declarant hereby declares that all of the Premises shall hereafter be held, sold, and conveyed subject to the following covenants, restrictions, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Premises, and be binding on all parties having any right, title or interest in the described Premises or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof.

1. Land use and building type: No lot shall be used except for residential purposes. However, the purchaser of a Lot from Declarant may erect a dwelling and may use said dwelling as a model for a period not to exceed 18 months from the date of completion of such dwelling. For purposes of this provision, completion shall mean the date a Certificate of Occupancy is received for the dwelling or such date that the dwelling is substantially completed and could be occupied. Residential purposes shall include dwellings and garages, swimming pools, tennis courts and attendant structures and cabanas. No dwelling shall be erected other than one detached single-family dwelling upon each lot. All structures constructed or placed on the Premises shall be totally completed on the exterior thereof within twelve (12) months after commencement of construction.

2. Building criteria: No dwelling shall exceed two stories in height, as measured from grade at the front door. In the event the dwelling includes a walkout basement, the basement shall not be counted as a story. No dwelling shall be erected, altered, placed or permitted to remain on any Lot, unless such dwelling meets the following requirements:
 - a. Minimum Size of Dwelling:
 - (1) One-story dwelling. Ground floor area of not less than 1,000 finished square feet;
 - (2) Two-story and multi-level dwellings. Total of not less than 1,400 finished square feet, excluding any basement area.
 - b. Foundation: All dwellings shall be placed on a permanent foundation and which are solid for the complete circumference of the dwelling. All dwellings shall have a width of not less than 24 feet.
 - c. Other: All dwellings shall be constructed of new materials and new construction. Rooflines of all structures must have at least a 5/12 pitch.
 - d. Siding and colors: Siding shall be long lasting materials such as fiber-cement, wood, brick, stone, stucco, aluminum, steel or vinyl. Colors of structures should be soft earth tones, such as tan, taupe, brown, gray or dark green. Bold colors, such as lime green, purple or pink shall be avoided.
 - e. Garages: Each Lot shall be improved with a garage that comprises not less than 440 contiguous square feet. The garage(s) shall have siding and roofing materials that match those of the dwelling. In addition to the garage, a storage building may be constructed on the Lot provided, however, that said storage garage not be located closer to the road than the dwelling and, further, provided that the storage garage is placed or screened by vegetation in such a manner as to minimize its appearance from the road and neighboring Lots.
3. Easements for utilities, drainage and conservancy: Utility and drainage easement are reserved or dedicated as shown on the recorded plat. Within such easements, no building, structure, planting, fill, 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 change the direction or impede the flow of water over the drainage easement. Such

easements shall be maintained continuously by the owner of the Lot, which is subject thereto.

4. Parking and outside storage: Recreational vehicles, trailers, boats, snowmobiles and wheeled and tracked vehicles (not including passenger cars or pickup trucks or any equipment used in construction or repair of the property), if stored outside a building must be stored behind the dwelling or garage and out of view from the street. No unlicensed or inoperable vehicles shall at any time be stored or parked on any Lot outside of a garage in excess of ten (10) consecutive hours and, at all times that they are not in use. Construction equipment (e.g. wheelbarrows, sawhorses, ladders, etc.) shall not be stored within the sight of any other Lot or the road.
5. Temporary residences: No structures of a temporary character, recreational vehicle, tent, shack, garage, barn, playhouse or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently, except that a recreational vehicle, trailer or tent may be used as a temporary residence for a period not to exceed 60 days annually and, provided it is stored or placed in such a manner as to not detract from the general appearance of the neighborhood.
6. Landscaping requirements: All disturbed areas of any Lot upon which a dwelling has been completed between September 1 and March 30 must be fully seeded or sodded and contain foundation landscaping by the first June 30th following substantial completion of the dwelling. All disturbed areas of any Lot upon which a dwelling has been completed between April 1 and August 31 must be fully seeded or sodded and contain foundation landscaping within 90 days following substantial completion of the dwelling. For the purposes hereof, "foundation landscaping" shall refer to rock, mulch, bushes or other landscaping that shall be installed between the foundation of a home and the drip line of the roof for the dwelling.
7. Terms: These covenants, restrictions and conditions are to run with the land and be binding on all parties and all persons owning any right, title or interest in any such Lot for a period of twenty-five (25) years from the date these covenants, restrictions and conditions are recorded, after which time said covenants 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 said covenants in whole or in part. Declarant shall have the non-exclusive right, but no the obligation, to pursue available legal or equitable remedies in the event of any breach of the provisions herein.

“EXHIBIT A”

Tract C:

That part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4), Section 16, Township 136 North, Range 29 West, Cass County, Minnesota, described as follows: Commencing at the northeast corner of said SW1/4-NE1/4; thence South 00 degrees 21 minutes 55 seconds East, assumed bearing, 149.59 feet along the east line of said SW1/4-NE1/4 to the point of beginning of the tract to be described; thence continuing South 00 degrees 21 minutes 55 seconds East 150.08 feet along said east line of the SW1/4-NE1/4; thence South 61 degrees 38 minutes 50 seconds West 283.99 feet; thence North 01 degree 04 minutes 20 seconds West 58.43 feet; thence North 35 degrees 47 minutes 51 seconds West 71.49 feet; thence North 73 degrees 05 minutes 30 seconds West 204.68 feet; thence North 17 degrees 44 minutes 49 seconds West 56.01 feet to the line that bears South 83 degrees 42 minutes 29 seconds West from the point of beginning; thence North 83 degrees 42 minutes 29 seconds East 507.85 feet to the point of beginning.

Together with an easement for ingress and egress purposes over, under and across the North 33.00 feet of the Southeast Quarter of the Northeast Quarter (SE1/4-NE1/4), Section 16, Township 136 North, Range 29 West, Cass County, Minnesota, lying westerly of the southerly extension of the west line of Miller Road, MILLER SHORES, according to the plat of record on file in the Cass County Recorder's office.

Together with a 33.00 foot wide easement for ingress and egress purposes over, under and across the easterly 33.00 feet of the following described tract (Tract B):

That part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4), Section 16, Township 136 North, Range 29 West, Cass County, Minnesota, described as follows: Beginning at the northeast corner of said SW1/4-NE1/4; thence South 00 degrees 21 minutes 55 seconds East, assumed bearing, 149.59 feet along the east line of said SW1/4-NE1/4; thence South 83 degrees 42 minutes 29 seconds West 507.85 feet; thence North 17 degrees 44 minutes 49 seconds West 110.47 feet; thence North 64 degrees 20 minutes 41 seconds West 157.21 feet to the north line of said SW1/4-NE1/4; thence North 87 degrees 18 minutes 19 seconds East 679.96 feet along said north line of the SW1/4-NE1/4 to the point of beginning.

Subject to a deed restriction for a “No Structure Zone Area” that runs with the land: No above ground structure including, but not limited to, fences shall be constructed on the following described property: That part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4), Section 16, Township 136 North, Range 29 West, Cass County, Minnesota, described as follows: Commencing at the northeast corner of said SW1/4-NE1/4; thence South 00 degrees 21 minutes 55 seconds East, assumed bearing, 299.67 feet along the east line of said SW1/4-NE1/4 to the point of beginning of the tract to be described; thence South 61 degrees 38 minutes 50 seconds West 283.99 feet; thence North 01 degree 04 minutes 20 seconds West 58.43 feet; thence North 61 degrees 38 minutes 50 seconds East 284.78 feet to said east line of the SW1/4-NE1/4; thence South 00 degrees 21 minutes 55 seconds East 56.62 feet along said east line of the SW1/4-NE1/4, to the point of beginning.

Subject to easements, reservations or restrictions of record, if any.