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CASS COUNTY MINNESOTA

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KATHRYN M. NORBY  
COUNTY RECORDER

Pine River Golf View North  
Declaration Of  
Covenants and Restrictions

BY Kathryn M. Norby  
DEPUTY

THIS DECLARATION, made this 31<sup>st</sup> day of December, 2005, by the

Undersigned individuals (herein referred to as Declarants).

WITNESSETH:

WHEREAS, Declarants, Pine River Golf Club, Incorporated, are the fee owners of real property in Cass County legally described as:

Lots 1-5, Block 1, and Lots 1-5, Block 2, all being in the plat of PINE RIVER GOLF VIEW NORTH

Declarants state that this Declaration made by the undersigned, being all of the owners of land platted as PINE RIVER GOLF VIEW NORTH, desire to subject all of the property in PINE RIVER GOLF VIEW NORTH to the conditions hereafter set out, each and all of which are for the benefit of said real property and each owner thereof. Therefore the undersigned hereby declare that all of PINE RIVER GOLF VIEW NORTH shall be held, transferred, sold, devised, given and conveyed subject to the following, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These covenants, conditions and restrictions shall run the real property and shall be binding upon all parties having or acquiring any right, title, or interest in the said real property.

**SECTION 1 – LAND USE**

The property is hereby restricted to single-family residential dwellings for the residential use and uses related to the convenience and enjoyment of such residential use.

## **SECTION 2 – TEMPORARY STRUCTURES**

No structure of a temporary character, or tent, or occupied travel trailer, or occupied motor home, or occupied outbuildings shall be placed on any lot or permitted to remain on any lot or any public way abutting any lot within the plat for more than 30 days in any calendar year.

## **SECTION 3 - MOBILE HOMES**

No Manufactured or Mobile Homes shall be permitted.

## **SECTION 4 - STRUCTURAL DIMENSIONS**

All homes must be at least 1400 square feet in dimension and outbuildings not more than 850 square feet. Each home should have a minimum two-car garage and is allowed one outbuilding of up to a maximum of 850 square feet. Construction will be completed within one year from the beginning of the construction of the building.

## **SECTION 5 – DRIVEWAYS**

Driveways must be paved with concrete or asphalt within 2 years of construction on the lot.

## **SECTION 6 – NUISANCES**

No noxious or offensive activity shall be carried on upon the premises, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

## **SECTION 7 – SUBDIVISION AND VARIANCES**

There shall be no further subdivision of the lots in the plat. Use of the property in this plat shall be consistent with the applicable provisions of the Cass County Zoning Ordinance without variance.

## **SECTION 8 – DISABLED VEHICLES AND DEBRIS**

There shall be no exterior storage of disabled vehicles or debris on any lots or public right-of-way with in the plat.

## **SECTION 9 – PROPERTY DAMAGE**

The Pine River Country Club is not responsible for damage to any property resulting from golf balls or inappropriate/unauthorized activities by golf carts, snowmobiles, etc.

## **SECTION 10 – EASEMENTS**

All lots are subject to power line and utility easements.

## **SECTION 11 – SETBACKS**

All structures, including fences, must meet with Cass County setback requirements and must be setback 100 feet from the golf course property.

## **SECTION 12 – RESERVATIONS**

All lots are subject to all mineral reservations of record

## **SECTION 13 – GARBAGE AND REFUSE DESPOSAL**

No garbage, trash, ashes or other refuse shall be thrown or dumped on any land within the subdivision. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse. All such receptacles shall be screened from public view.

## **SECTION 14 – ANIMALS**

No animals, live stock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or any other household pets, provided that they are not kept, bred or maintained for commercial purposes. Number of pets allowed must be restricted to not more than two (2) dogs or cats. All pets must be constrained, not be a nuisance, and shall not be allowed on the golf course.

## **SECTION 15 – ARCHITECTURAL APPROVAL**

The Board of Directors of the Pine River Country Club must approve all plans for construction of homes, outbuildings, fences, and other property enhancements.

A. Procedure: The Board's approval or disapproval shall be in writing. In the event the Board's or it's designated representative fails to approve or disapprove a request within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**C. Review:** No building shall be erected, placed or altered on the premises nor shall any structure be installed on the premises until the construction plans and specifications and a plan showing location of the structure or structures are approved by the Board of Directors as to quality of workmanship and materials, harmony, of external design with existing structures and location. Plans with home sizes of less than 1400 square feet and outbuildings of more than 850 square feet shall not be considered. Submitted plans must include color schemes for the home and roofing. Outbuildings must be similar in appearance to the to the home on the property.

**D. Liability:** These covenants are intended as a general plan for the benefit and protection of the land, except, however, that it is specifically understood that no subsequent grantee of the property herein described, or any tract thereof, shall be personally liable for a breach of any conditions, covenants, or restrictions herein contained, occurring after such grantee has ceased to be an owner of such tract. The Board of Directors shall not be liable for any damages to any person, submitting request of any action for failure to approve or disapprove with regard to such requests.

#### **SECTION 16 – TERM AND AMENDMENT**

These covenants are to run with the land and shall be binding on all parties and all Persons, claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots and approved by the Cass County Board of Commissioners has been recorded, agreeing to change said covenants in whole or part. These covenants may be amended at any time by unanimous vote of the owners of lots within the plat.

#### **SECTION 17 – ENFORCEMENT**

Enforcement of these covenants and restrictions may be by a proceeding at law or in equity initiated by any owner of a property in the plat against any person or entity violating or attempting to violate any covenant or restriction. Relief sought may be to restrain any violation or recover damages or enforce any lien created by these covenants. Failure by 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 subject to applicable statutes of limitations for commencing actions.

#### **SECTION 18 – SEVERABILITY**

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

WITNESS THEREOF, the undersigned, being the contract purchasers and fee owners herein has executed this instrument on the date or date shown below.

Robert J. Miller  
Robert Miller, President

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Buyers

State of Minnesota  
County of Cass

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of  
December, 2005, Robert Miller, President, Pine River Golf Club, Incorporated.



Dawn M. Berg  
Notary Public

1-31-2010

Drafted by Pine River Country Club, Inc.  
PO Box 196  
Pine River, MN 56474