

A000496908

OFFICE OF COUNTY RECORDER
CASS COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR
RECORDED ON
04/06/2005 10:29:13AM

AS DOC #: A000496908
PAGES: 6
REC FEES: \$19.50

KATHRYN M. NORBY
COUNTY RECORDER
BY Kathryn M. Norby DEPUTY

Declaration of Covenants, Easements and Restrictions

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (The "Declaration") is made as of this 21st day of March, 2005, 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.

8. Severability: Invalidation of any of these covenants, restrictions, or conditions by judgement of court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(Signature page follows)

(Signature page for Covenants, Easements and Restrictions for Mayo Creek First Addition)

IN WITNESS WHEREOF, the undersigned, being the owners herein, have executed this instrument on the date or dates shown below.

Close-Converse, LLP

Rodney C. Converse 3/21/05
Rodney C. Converse, Partner Date

Kevin L. Close 3/21/05
Kevin L. Close, Partner Date

STATE OF MINNESOTA)

COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this 21ST day of March, 20 05 by Kevin L. Close, Partner of Close-Converse, LLP.

Notary Public

Karen L. Lentz



STATE OF Minnesota)

COUNTY OF Crow Wing)

The foregoing instrument was acknowledged before me this 21ST day of March, 20 05 by Rodney C. Converse, Partner of Close-Converse, LLP.

Notary Public

Karen L. Lentz

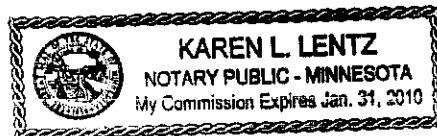


EXHIBIT "A"

The foregoing Covenants, Easements and Restrictions apply to that certain real property consisting of 28 residential lots located in Loon Lake Township, County of Cass, State of Minnesota and more particularly described as follows:

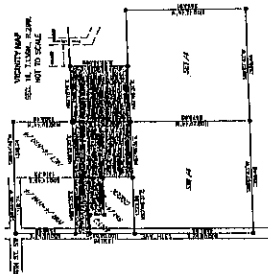
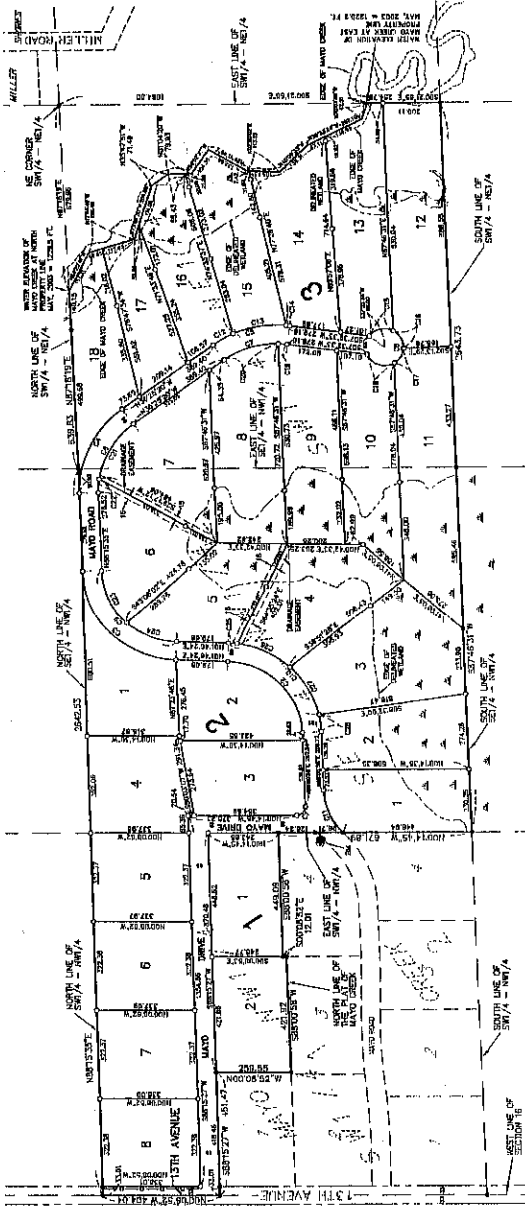
Lots 1 through 2, Block 1; Lots 1 through 8, Block 2; Lots 1 through 18, Block 3, Mayo Creek First Addition, Cass County, Minnesota, according to the recorded plat thereof (hereinafter referred to individually as a "Lot" and collectively as the "Premises").

The above property is subject to all mineral reservations of record, power line, utility and road easements of record.

This instrument was drafted by:

Close-Converse, LLP
521 Charles Street, #201
Brainerd, MN 56401
218-828-3334

MAYO CREEK FIRST ADDITION



NO.	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
1	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
3	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
4	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
5	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
6	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
7	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
8	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
9	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
10	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
11	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
12	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
13	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
14	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
15	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00



- 1. OPERATIONS OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, ORDINANCE 123, AS AMENDED.
- 2. THE PROJECT SHALL BE DESIGNED TO MEET THE CITY OF DENVER, COLORADO, ORDINANCE 123, AS AMENDED.
- 3. THE PROJECT SHALL BE DESIGNED TO MEET THE CITY OF DENVER, COLORADO, ORDINANCE 123, AS AMENDED.
- 4. THE PROJECT SHALL BE DESIGNED TO MEET THE CITY OF DENVER, COLORADO, ORDINANCE 123, AS AMENDED.
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- 19. THE PROJECT SHALL BE DESIGNED TO MEET THE CITY OF DENVER, COLORADO, ORDINANCE 123, AS AMENDED.
- 20. THE PROJECT SHALL BE DESIGNED TO MEET THE CITY OF DENVER, COLORADO, ORDINANCE 123, AS AMENDED.



SEE SHEET 6 IN WEST AND ADDRESS ALL INTERIOR SUBMITTALS AND UTN



ENGINEERS ARCHITECTS
LAND SURVEYORS
ENVIRONMENTAL SERVICES

LEGAL DESCRIPTION
The Section Quarter of the Northeast Quarter (SW/4-NW/4), Section 16, Township 14 North, Range 29 West, Clear Fork, Colorado, according to the plat on file in the Clear Fork County Records Office.

AND
The Section Quarter of the Northeast Quarter (SW/4-NW/4), Section 16, Township 14 North, Range 29 West, Clear Fork, Colorado, according to the plat on file in the Clear Fork County Records Office.

AND
The Section Quarter of the Northeast Quarter (SW/4-NW/4), Section 16, Township 14 North, Range 29 West, Clear Fork, Colorado, according to the plat on file in the Clear Fork County Records Office.

AND
The Section Quarter of the Northeast Quarter (SW/4-NW/4), Section 16, Township 14 North, Range 29 West, Clear Fork, Colorado, according to the plat on file in the Clear Fork County Records Office.

AND
The Section Quarter of the Northeast Quarter (SW/4-NW/4), Section 16, Township 14 North, Range 29 West, Clear Fork, Colorado, according to the plat on file in the Clear Fork County Records Office.

AND
The Section Quarter of the Northeast Quarter (SW/4-NW/4), Section 16, Township 14 North, Range 29 West, Clear Fork, Colorado, according to the plat on file in the Clear Fork County Records Office.

2012

2012

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A000496907

OFFICE OF COUNTY RECORDER
CASS COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR
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04/06/2005 10:29:12AM

AS DOC #: A000496907
PAGES: 1
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KATHRYN M. NORBY
COUNTY RECORDER

BY Kathryn M. Norby
6-05 HV DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS: That Close-Converse, LLP, a Minnesota Limited Liability Partnership, is the owner of the following described property situated in Cass County, Minnesota, to-wit:

LEGAL DESCRIPTION:

The Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4), Section 16, Township 136 North, Range 29 West, Cass County, Minnesota;

AND

The Southwest Quarter of the Northwest Quarter (SW1/4-NW1/4), said Section 16, EXCEPT that part platted as MAYO CREEK, according to the plat of record on file in the Cass County Recorder's office;

AND

The Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4), said Section 16, EXCEPT that part lying easterly of the following described line: Commencing at the northeast corner of said SW1/4-NE1/4; thence South 00 degrees 21 minutes 55 seconds East, assumed bearing, 1064.50 feet along the east line of said SW1/4-NE1/4 to the point of beginning of the line to be described; thence North 70 degrees 03 minutes 48 seconds West 62.51 feet; thence North 26 degrees 33 minutes 24 seconds West 207.10 feet; thence North 45 degrees 00 minutes 33 seconds West 138.31 feet; thence North 02 degrees 50 minutes 02 seconds East 113.15 feet; thence North 29 degrees 41 minutes 49 seconds East 152.88 feet; thence North 56 degrees 02 minutes 37 seconds West 104.35 feet; thence North 01 degree 04 minutes 20 seconds West 79.93 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 166.48 feet; thence North 64 degrees 20 minutes 41 seconds West 157.21 feet to the north line of said SW1/4-NE1/4 and said line there terminating. Subject to easements, reservations or restrictions of record, if any.

Have caused the same to be surveyed and platted as MAYO CREEK FIRST ADDITION and do hereby donate and dedicate to the public for public use forever 13th Avenue, Mayo Road and Mayo Drive as shown on this plat and also dedicating the easements as shown on this plat for drainage and utility purposes only and also dedicating to Loon Lake township, the right of controlled access as shown on this plat.

IN WITNESS WHEREOF, said Close-Converse, LLP, has caused these presents to be signed by its proper officer this 28th day of MARCH, 2005.

OWNER:

Close-Converse, LLP

[Signature]
Kevin L. Close, Partner