

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE HOMESTEAD

THIS DECLARATION, made this 28<sup>th</sup> day of January, 2002, by  
the property owners of the Subdivision known as The Homestead, hereinafter referred to  
as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the fee owners of certain real estate in the County of  
Crow Wing, State of Minnesota, described as the plat of The Homestead:

WHEREAS, Declarants desire to provide for the preservation of the values and amenities of subject property; and, to this end, desire to subject aforesaid subject property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of subject property as a whole and all owners of any part thereof.

NOW THEREFORE, Declarants do hereby give notice to all purchasers and their successors of any portion of subject property hereinbefore described and whomsoever it may concern that subject property is, and each and every conveyance or any portion of subject property will be subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with subject property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof. This declaration of restrictions is designed for the purpose of keeping the subdivision desirable, uniform and suitable for the owners of such lots.

The property is hereby restricted to single family dwellings for uses related to their respective zoning.

No residential dwelling shall have ground floor space of less than 768 square feet, exclusive of garages and porches. All residential structures shall be placed on permanent foundations which comply with the Uniform Building Code as adopted in Minnesota and which are solid for the complete circumference of the house. No residential dwelling shall have a width of less than twenty-four (24) feet. All structures erected shall be of new materials and new construction and shall be completed within one (1) year after commencement of construction. Rooflines of all structures must have at least a 5/12 pitch.

There shall be no inoperable or abandoned automobiles, no travel trailers or camper units allowed as a dwelling, erected, or placed or permitted on the conveyed premises. This restriction shall not be interpreted to prevent the temporary storage or maintaining of a trailer, tent, or camper unit for temporary purposes as long as it is not occupied or lived in for more than 30 days annually, and as long as it is stored in a fashion not detracting from the general appearance of the neighborhood.

There shall be no wetland fill allowed on Lots 5 & 6 Block 1 of The Homestead. No permanent structures will be allowed between the lake and the designated lowland on these 2 lots.

#### Conservation Requirements:

1. Fifteen-foot wide channels to open water will only be allowed at the property lines between Lots 1 and 2, Lots 3 and 4, and Lots 5 and 6 of Block 1. Use of each channel will be from adjacent lots only. DNR permits to control aquatic vegetation by hand or mechanical means are required. No removal or alteration of lake bed material will be authorized.
2. Docking facilities may only be established and used within the 15-foot channels established under requirement #1 above.
3. No aquatic plant removal or control, and no shoreline or lake bed alteration

will be allowed on any of the shoreline frontage within this plat, except as specified in requirement #1 and #2 above.

The property in this plat is subject to all mineral reservations of record and to power line and utility easements.

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 twenty-five (25) years from the date these covenants 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.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

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

*Chris Conover a partnership*  
*Rodney C. Conover Partner*  
*[Signature]*

*1-28-2000*  
Dated \_\_\_\_\_  
Dated \_\_\_\_\_

STATE OF MINNESOTA )  
                                  )  
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this *28th* day of *January*, *2000*, by *Rodney C. Conover* and \_\_\_\_\_.

Notary Public

