

**COPY**

LAKERIDGE  
DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 21<sup>st</sup> day of May 2002 by Lakeridge Community Center LLC, a Limited Liability Company under the laws of the State of Minnesota (hereinafter referred to as Declarant) and Rural American Bank -- Luck, (hereinafter referred to as Mortgagee).

WITNESSETH:

WHEREAS, Declarant is the fee owner and proprietor of real property legally described as: Lots One (1) through Twenty-six (26) inclusive, Block One (1), Lots One (1) through Twelve (12) inclusive, Block Three (3), Outlots A, B and C, Lakeridge, according to the plat and survey thereof on file and of record in the office of the County Recorder, Stearns County, Minnesota.

Subject to easements, covenants, restrictions and reservations of record, if any.

(Hereinafter referred to as "Subject Property").

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

NOW, THEREFORE, Declarant does 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 of any portion of Subject Property will be subject to the following covenants, conditions, restrictions and charges which will insure the benefit of and pass with Subject Property and each and every lot thereof, and shall apply to and bind each successor in interest and any owner thereof.

#### ARTICLE I GENERAL PURPOSE

The purpose of this Declaration is to insure the best use and the most appropriate development and improvement of the Subject Property; to protect owners of Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of Subject Property; to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each lot; to promote harmonious improvements of Subject Property; to secure and maintain proper setbacks from the roads and

adequate free spaces between structures; and in general to provide adequately for a high type in quality and improvement in Subject Property and hereby to preserve and enhance the value of investments made by purchasers of Subject Property therein.

## ARTICLE II USE OF LAND

All terms, regulations and conditions of any applicable city, township, county or state zoning or subdivision ordinances, statute or regulation shall be and remain in full effect. No further subdivision of any lot shall be allowed for additional building sites. Subject Property is intended for single-family use only. No commercial enterprise, business or activity may be conducted or otherwise performed in any building.

Noxious or offensive trade or activity shall not be carried on upon the Subject Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

No mobile homes, unlicensed vehicles or shacks shall be permitted on Subject Property, nor shall any structure of temporary character be used as a residence.

No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. No clutter, junk or unsightly objects will be allowed and all lots must be kept in a neat, orderly and sanitary condition.

Outdoor privies will not be allowed since city sewer is available for each lot within Subject Property.

Horses, cows, goats, sheep, poultry, swine or fowl of any kind will not be permitted to be kept on any part of Subject Property. Common household pets will be permitted and shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be kept in accordance with any other applicable ordinance.

All exterior lighting shall be obviously restrained, limited and subdued and shall not interfere with the use and enjoyment of neighboring, adjacent and surrounding properties.

### ARTICLE III TYPE OF MATERIALS

All structures erected shall be of new materials and new construction and the exterior shall be completed within six (6) months after commencement of construction. Building exterior must be suitably finished. Finishes shall be of colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones".

All homes, cabins or other dwellings main floor, whether permanent, seasonal or recreational shall be at least 1,200 square feet in size. This does not include garages, patios, decks or basements. All structures constructed must meet the Uniform Building Code Standards. No home constructed shall exceed 25-feet in height.

Each owner hereby covenants to preserve and maintain the exterior of all improvements to the real estate together with lawn and shrubbery care in a good and reasonable manner. No owner shall permit his or her lot or the

improvements thereon to become unsightly. No privacy fences or boundary walls will be permitted on any lot.

#### ARTICLE IV GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on Subject Property, except in sanitary containers out of sight and under cover except on days of trash collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, federal and/or other regulations.

#### ARTICLE V BUILDING LOCATION

All buildings shall be located on their respective lot in accordance with the applicable state, county, city, or township regulations, ordinances or laws, which shall supersede any provisions contained herein. A 75-foot horizontal setback from the ordinary high water mark of Sauk Lake is required for all dwellings. On lots with a bluff there is a 30-foot horizontal setback required from the top of the bluff required for all dwellings.

Whichever of these two setbacks is more restrictive will govern in all cases.

Each lake lot will have an iron monument placed in the ground at the building setback line taking into account the most restrictive building setback. These monuments will be shown on the final plat and will be used in all cases to determine the lake front building setback for all lake lots.

In addition, no building, trailer or other structure shall be permitted under the terms of this Declaration shall be located closer than 30 feet to the right of way of a city road and 10 feet from the sideyard.

All lake homes constructed must be built in a location where it is possible to direct the runoff from the building, driveway and parking surfaces away from the Sauk Lake and towards Lake Shore Drive. It is also suggested that the rooflines and rain gutters be designed to direct the runoff away from Sauk Lake.

Satellite dishes are considered a permanent structure and must meet all setback regulations.

#### ARTICLE VI WELLS

No wells will be allowed on Subject Property. City water is available to each lot.

#### ARTICLE VII TIMBER REMOVAL

Clear cutting of Subject Property will not be allowed unless for the purposes of clearing a building site, garden area or driveway (construction areas only). Selective harvesting of live timber pursuant to a Timber Management Plan is permitted. All stumps must be removed and shall be buried, burned or otherwise displaced from Subject Property. Harvesting of dead trees for personal use as firewood is allowed.

Vegetative screening must be maintained in accordance with Stearns County, City of Sauk Centre Zoning and Sauk Lake Watershed District Ordinances. It is very important to maintain as much of the existing topography and vegetation as possible in the areas with steep slopes and bluffs to prevent soil and vegetation loss.

Only Phosphorus Free Lawn Fertilizers will be allowed on Subject Property and no lawn fertilizers shall be permitted within 75 feet of the ordinary high water mark of Sauk Lake. There shall be no use of any type of chemical that would be damaging to the land, to the lake or that would create a hazard or damage to the overall environment.

#### ARTICLE VIII SHORELINE ALTERATIONS

Work within the shoreland impact zones usually requires a special permit. Any alterations such as; excavating, filling, grading or removal of vegetation below the ordinary high water mark or within the shoreland impact zone of Sauk Lake may require approval from the Department of Natural Resources and/or the Army Corp of Engineers, City of Sauk Centre, Stearns County and Sauk Lake Watershed District. Prior to doing any work within the shoreland area and the shoreland impact zone requires you checking with the proper regulatory bodies.

There will be no excavating or filling of wetlands allowed on Subject Property without proper permits required by City of Sauk Centre, Stearns County and Sauk Lake Watershed District.

There will be no boathouses or shore accessory structures permitted on any lake lot within Subject Property.

#### ARTICLE IX EROSION CONTROL

Erosion control measures are being encouraged for every lot within Subject Property. An Erosion Control Plan may be required by the City prior to any construction or excavation being done on any lot within Subject Property. All topsoil disturbed by construction shall be replaced as soon as possible using seed and mulch or sod.

Vegetation within 50 feet of the ordinary high water mark of Sauk Lake must be maintained according to City of Sauk Centre, Stearns County Zoning and Sauk Lake Watershed District Ordinances to minimize and to direct runoff to the lake and to protect the screening. Silt fencing and bale checks are being encouraged to be used as extra erosion control measure.

Due to the steep slopes and fragile bluff areas along the shoreline of Sauk Lake, it is very important that the existing topography and vegetation remain unaltered as much as possible and finished grade elevations should be maintained to avoid redirecting surface water over these sensitive areas.

There will be no excavating or vegetative removal allowed within the shore or bluff impact zone except for the construction of aboveground stairways or hillvators to gain access to Sauk Lake. If stairways are to be built on any lot with a bluff or steep slope down to Sauk Lake, they must be suspended (above ground) and designed so grass can grow beneath the stairway to prevent erosion. Stairway construction is being restricted to late



spring or early summer. Stairway dimensions are be limited to four feet in width and landings are being limited to 32 square feet, which is consistent with the Shoreland Regulations. All stairway plans must be reviewed and approved by the City of Sauk Centre Engineer prior to installation.

#### ARTICLE X OUTLOTS

Outlot A is intended for storm water runoff, Outlot B is being donated to Sauk Township and Outlot C is being set aside for future development.

#### ARTICLE XI TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect for a minimum of twenty-years before any amendments may be done. In order to amend any of the provisions contained within this instrument changes must be agreed upon and signed by the majority of the then owners of Subject Property at that time and brought before Sauk Centre Planning Commission and Sauk Centre City Council and recorded, agreeing to change said covenants in whole or part. These provisions shall automatically renew themselves in twenty-year intervals.

If any lot owner or persons in possession of any said lot shall violate or attempt to violate any of the covenants, conditions, and restrictions

herein contained, it shall be lawful for any other person or persons owning any real estate situated within the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

The invalidation of any one of these covenants by judgment of court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant Lakeridge Community LLC, a Limited Liability Company under the laws of the State of Minnesota, does hereby cause this instrument to be executed in its name on the day and year first written above.

LAKERIDGE COMMUNITY CENTER LLC

BY: \_\_\_\_\_

Charles G. Anderson, Development Manager

STATE OF MINNESOTA

SS

COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me a notary public within and for said County, personally appeared Charles G. Anderson, to me being personally known, who being by me duly sworn did say that he is the Development Manager of Lakeridge Community Center LLC, a Limited Liability Company under the laws of the State of Minnesota, and that the foregoing instrument was signed in behalf of said company by authority of its Board of Directors and said Charles G. Anderson acknowledged said instrument to be the free act and deed of said company.

\_\_\_\_\_  
Notary Public

Notary Stamp

Mortgagee does hereby consent to the foregoing covenants, conditions, and restrictions. Mortgagee shall not by its consent be responsible for the enforcement of any of the provisions and shall be held harmless by any owner seeking to enforce any of the covenants, conditions and restrictions.

RURAL AMERICAN BANK - LUCK

BY: \_\_\_\_\_  
Anthony C. Johnson  
President

STATE OF WISCONSIN

SS

COUNTY OF POLK

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me a notary public within and for said County, personally appeared Anthony C. Johnson, to me being personally known, who being by me duly sworn did say that he is the President of Rural American Bank – Luck, a corporation under the laws of the State of Wisconsin and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors and said Anthony C. Johnson acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

Notary Stamp

This instrument was drafted by:  
Taylor Investment Corporation  
P.O. Box 932  
Brainerd, MN 56401