

LYNN R LARSON
 OTTER TAIL COUNTY
 RECORDER/REGISTRAR OF TITLES
 FERGUS FALLS, MN
 RECORDED ON
 05/08/2023 12:57 PM
 FEE: 46.00
 PAGES 4
 WELL CERTIFICATE REC'D: N

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration made this 5th day of May, 2023, by Roger and Sharon Krause, married to each other, hereinafter "Developer".

WHEREAS, Developer is the owner of the following described real property located in the County of Otter Tail, State of Minnesota, legally described as follows, hereafter "Tract":

That part of the Northwest Quarter of the Northeast Quarter in Section 31, Township 135 North, Range 38 West of the Fifth Principal Meridian in Otter Tail County, Minnesota, as shown on Meadowland Surveying, Inc.'s Certificate of Survey 10177-15 dated July 19, 2022, described as follows:

Commencing at an iron monument which designates the north quarter corner of said Section 31; thence South 01 degree 42 minutes 20 seconds East 41.43 feet on an assumed bearing along the north-south quarter line of said Section 31 to an iron monument; thence continuing South 01 degree 42 minutes 20 seconds East 520.05 feet along the north-south quarter line of said Section 31 to an iron monument; thence continuing South 01 degree 42 minutes 20 seconds East 282.02 feet along the north-south quarter line of said Section 31 to the point of beginning; thence North 88 degrees 17 minutes 40 seconds East 4.39 feet to the centerline of County State Aid Highway No. 54; thence northeasterly along the centerline of said County State Aid Highway No. 54 on a curve concave to the southeast, having a central angle of 59 degrees 33 minutes 48 seconds and a radius of 818.51 feet, for a distance of 850.90 feet (chord bearing North 27 degrees 46 minutes 39 seconds East); thence South 01 degree 42 minutes 20 seconds East 63.05 feet to an iron monument; thence continuing South 01 degree 42 minutes 20 seconds East 864.03 feet to an iron monument at the northeasterly corner of a tract of land described in Document No. 1210430, on file and of record in the office of the Recorder in said County; thence South 89 degrees 43 minutes 18 seconds West 349.14 feet along the northerly line of said tract of land to

an iron monument; thence continuing South 89 degrees 43 minutes 18 seconds West 55.56 feet along the northerly line of said tract of land to the northwesterly corner of said tract of land, said point also being on the north-south quarter line of said Section 31; thence North 01 degree 42 minutes 20 seconds West 209.20 feet along the north-south quarter line of said Section 31 to the point of beginning. The above described tract contains 6.61 acres.

SUBJECT TO the rights of the public for County State Aid Highway No. 54.

FURTHER SUBJECT TO a 25.00 foot wide access and utility easement as described in Document No. 890814, on file and of record in the office of the Recorder in said County.

WHEREAS, Developer desires and intends to place and impose restrictive covenants on the said Tract under a general plan of improvement for the use and benefit thereof;

NOW, THEREFORE, in consideration of the promises contained herein, Developer for themselves, their heirs, assignees, future grantees and the future owners, hereby agrees that the Tract is and shall be held, transferred or occupied subject to the reservations, covenants, conditions, and easements hereinafter set forth, and that all reservations, covenants, conditions, and easements shall conform to all Federal, State, County, and Township regulations, laws, and ordinances.

ARTICLE I - DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of any Tract described herein and shall be defined to be the buyer.

Section 2. "Tract" and "Tracts" shall mean and refer to the property described above.

ARTICLE II - MINIMUM BUILDING AND USE RESTRICTIONS

A. All buildings shall be used for residential purposes, storage buildings, mini or self-storage units only and no business, commercial, or manufacturing enterprises shall be conducted or permitted except that a home based business conducted solely in the residence constructed on said premises is permitted if specifically authorized by applicable County and Township Ordinance and provided that said enterprise is maintained in the residential dwelling, occupies less than 25% thereof, does not change the exterior of the dwelling and does not require parking for more than three non-owner vehicles for more than two (2) weeks.

B. All buildings and improvements shall conform to all applicable building codes.

C. All storage buildings and all roofs on said buildings shall be an integral part of and primarily supported by the load bearing walls of the building and shall have a 6/12 pitch with sidewalls of no more than sixteen (16) feet.

D. All exterior material on all buildings shall be constructed with permanent exterior materials such as concrete, stone, wood, aluminum, steel, brick, log, or other similar exterior siding.

E. There shall be no storage or parking of fuel or other storage tanks (except LP tanks), inoperative vehicles, trailers, toppers, or other unsightly objects on said property unless enclosed at all times within a building, except that one fish house and boat or snowmobile trailers or other similar flatbed utility trailer and firewood for personal use may be stored on the premises without being enclosed in a building.

F. All trash, debris or waste shall be promptly disposed of and the tract shall not be used as a dump ground. All waste material and debris, refuse, or garbage shall be kept in an enclosed building or properly contained in a closed container designed for such purposes.

G. Noxious and poisonous weeds shall not be permitted to grow on said property.

H. All satellite dishes, free-standing antennas, towers, water tanks, and other structures not made for human occupancy shall be placed only in a location where a building could be placed according to the applicable County and Township Ordinances provisions which apply at the time of construction or installation and no radio or television tower antennae or satellite dish, except for standard make or kind for residential or dwelling purposes, shall be placed on said property.

I. All wells installed on said property shall comply with all rules and regulations of the Minnesota Department of Health and all septic systems installed on said property shall comply with all rules and regulations of the Minnesota Pollution Control Agency, together with all applicable County and Township Ordinances.

J. All buildings, septic tanks or sewage disposal systems and water wells shall comply with the regulations and applicable County, Township, State, and Federal ordinances, laws and regulations.

K. No outhouse or privy shall be permitted on said property except that a self-contained portable toilet may be placed on said property during construction on said property.

ARTICLE III - GENERAL PROVISIONS


A. These covenants shall run with the land hereinbefore described and shall be binding on all parties, owners and persons claiming under them, each of whom hereby agrees to use said property in conformance with said covenants.

B. There shall be no more than three (3) lots subdivided of said property except that the division of a Tract for the purposes of attachment to contiguous Tracts where no residual plat or lot or portion thereof remains shall be permitted.

C. Developer is not obligated to enforce this Declaration or the Covenants and Conditions contained herein. These covenants may be enforced through action by any or all of the owners of the Tracts herein for an injunction, prohibitive or mandatory, to prevent or cure a breach and for damages which shall include the costs, including reasonable attorneys' fees, of enforcing these covenants. The failure of any owner or owners of any Tract to enforce any of the covenants herein at the time of a violation shall not be deemed to be a waiver of the right to do so in the future for said violation or any future violations.

D. Each provision, section, sentence, clause, phrase, or word of this Declaration is intended to be severable and if found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Declaration.

E. These covenants may not be modified, amended or changed except by written agreement signed and acknowledged before a notary public by at least two-thirds of the owners of the Lot described herein (each lot shall be construed as having one owner for the purposes of computing said two-thirds) setting forth such modification, amendment, or change which written agreement must be filed with the County Recorder for Otter Tail County, Minnesota, to be effective.



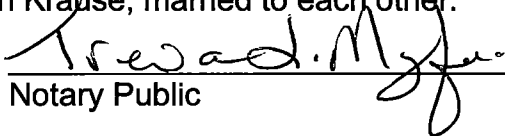
Roger Krause



Sharon Krause

STATE OF MINNESOTA)
)ss.
COUNTY OF OTTER TAIL)

The foregoing instrument was acknowledged before me this 5th day of May, 2023, by Roger Krause and Sharon Krause, married to each other.



Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Samuel D. Felix
KARKELA, HUNT & CHESHIRE, PLLP
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