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BECKER COUNTY RECORDER STATE OF MN
Document No. 510921
Date MAY 17 2004 1:30 P.M.

I hereby certify that the within instrument
was recorded in this office.

Barlene Marnival
County Recorder by Erin Deputy

PLAT OF LAKEVIEW TERRACE FIRST ADDITION

DECLARATION OF RESTRICTIVE COVENANTS,

This Declaration is made by Wayne Mickelson and Rebecca Mickelson, husband and wife, and Ross Mickelson and Christy Mickelson, husband and wife, hereinafter referred to as "Declarants."

WHEREAS, Declarants are the owners of LAKEVIEW TERRACE FIRST ADDITION, a platted subdivision situate in Becker County, Minnesota, and filed for record in the office of the Becker County Recorder, on the 11th day of May, 2004, as document number 510661;

WHEREAS, Declarants desire and intend to place and impose restrictive covenants on all of the lots in LAKEVIEW TERRACE FIRST ADDITION, under a general plan of improvement for the use and benefit of all lots in the subdivision and the Declarants, their heirs, devisees, assignees, future grantees and future owners of said tracts;

NOW, THEREFORE, Declarants for themselves, their heirs, successors, devisees, assigns, future grantees and the future owners, hereby agree that all of the lots in LAKEVIEW TERRACE FIRST ADDITION are 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 restrictions shall conform to all Federal, State, County and Municipal regulations, laws and ordinances and shall run with the real property and be binding upon all parties having any right, title or interest in the said real property described herein, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

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ARTICLE I - DEFINITIONS

- A. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any lot in LAKEVIEW TERRACE FIRST ADDITION, and shall also be defined to be the buyer of any lot in LAKEVIEW TERRACE FIRST ADDITION under a Contract for Deed.
- B. "Lot" shall mean and refer to a platted lot in LAKEVIEW TERRACE FIRST ADDITION, according to the certified Plat thereof on file and of record in the office of the County Recorder in and for Becker County, Minnesota.

ARTICLE II - GENERAL PURPOSE

The purpose of this declaration is to insure the best use and the most appropriate development and improvement of the property; to protect owners of the property against use of surrounding property as will detract from the value of their property; to preserve, so far as practicable, the natural beauty of the property, to encourage and secure the erection of attractive structures thereon; to prevent inharmonious improvements of the property; and in general to achieve a high quality residential subdivision that will preserve and enhance the value of the investments made by the purchasers of the property within the Plat of LAKEVIEW TERRACE FIRST ADDITION.

ARTICLE III - MINIMUM BUILDING AND USE RESTRICTIONS

- A: The restrictions in this Section apply to ALL LOTS IN ALL BLOCKS.
 - 1. No building or structure intended for or adapted to business purposes shall be built, placed, permitted or maintained on any of the Lots within the subdivision. No business or commercial or manufacturing activity of any nature shall be conducted or permitted on any part of the property.
 - 2. The construction and erection of the exterior portions of all buildings shall be completed within six (6) months after the start of construction. The exterior portions of all buildings shall be constructed with permanent exterior materials such as wood, aluminum, concrete, steel, stone, brick or log siding, except that all exterior portions above ground level shall not consist of unfaced concrete blocks or poured concrete. Galvanized metal, asphalt shingles and non-exterior materials such

as building and tar paper shall not be used as siding on the exterior portions of any buildings. Roofs shall be constructed with asphalt or fiberglass shingles, colored steel or tile. All secondary structures shall match or complement the exterior materials and structure of the residential buildings. Building exteriors must be suitably finished. Exterior finishes of all buildings, structures and site improvements shall be of materials and colors that are in harmony with the colors of the natural surroundings, such as those commonly referred to as "earth tones." Commercial type metal siding is expressly prohibited on all dwelling structures. Buildings, structures and site improvements shall be constructed so as to preserve the beauty of the site by integrating natural screening to make the improvements as inconspicuous as possible. All structures on any of the lots of LAKEVIEW TERRACE FIRST ADDITION must be maintained in a neat, orderly and good condition and shall not be allowed to become dilapidated. All buildings and improvements shall conform to all applicable building codes.

3. No mobile homes, manufactured homes, dwelling homes or other structures with less than 4 X 12 foot roof pitch are allowed.
4. No used or recycled buildings, structures or railroad cars of any kind shall be placed upon any Lot. Basement homes, mobile homes, motor homes, travel trailers or other self-contained units, tents, shacks, garages, barns, temporary buildings, buildings under construction or other structures shall not be used at any time as a permanent residence and shall not be placed upon the premises for seasonal residential use. Provided a home is being constructed on a Lot pursuant to a valid issued building permit, the owner or contractor may place and use a Motor home, travel trailer or other self-contained recreational vehicle upon a lot for a temporary residence for up to a maximum of six (6) consecutive months.
5. Each residential dwelling shall contain not less than 1,200 square feet of finished enclosed living space, excluding porches, breezeways, carports, patios, decks, garages and other accessory areas, and the residential dwelling shall not be less than 25 feet in width or 25 feet in length.
6. One storage building may be constructed on each of the lots in BLOCK 2 of LAKEVIEW TERRACE FIRST ADDITION without the necessity of a residential dwelling being located on the lot, provided such structures do not

exceed 3,000 square feet in footprint size and 20 feet in height, and provided the structures comply with the other requirements of these covenants in all respects.

7. Buildings shall be constructed, erected or placed within all applicable standards and setbacks set forth in the City of Prazee Zoning Ordinance, or if not addressed in that Ordinance, then as set forth in the Becker County Zoning Ordinance, and shall be at least 45 feet from the edge of the road right or way and at least 10 feet from the side and rear property lines, except that the owner of adjacent lots may build on the lot line between said lots.
8. No signs shall be placed on any lot used for residential purposes after the same shall have been conveyed by Declarants except "For Rent" or "For Sale" signs of reasonable size and design.
9. There shall be no storage or parking of inoperative motor vehicles, snowmobiles, four wheelers, motorcycles, boats, or recreational vehicles on any lot unless enclosed at all times within a building. Operable motor vehicles, snowmobiles, four wheelers, motorcycles, boats, trailers, campers, travel trailers or recreational vehicles may not be kept or stored on or about a Lot in excess of two (2) weeks unless enclosed at all times within a building.
10. No commercial vehicles, including but not limited to semi-trailers, semi-tractors, delivery trucks or the like may be parked or stored on any Lot. This provision is not intended to prevent temporary parking of commercial vehicles delivering goods or services to a Lot.
11. All trash, debris or waste shall be promptly disposed of and no lot shall 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.
12. Horses, cattle, swine, goats, fowl, poultry or other livestock or animals of any kind shall not be housed, raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not housed, raised, bred or kept for any commercial purposes.
13. Noxious or poisonous weeds shall not be permitted to grow on any lot. All owners shall keep their lots mowed and maintained in a neat and orderly condition.
14. Antennas or towers for citizens band radios or other use

as receivers or transmitters are prohibited. Television antennas or satellite dishes are permitted provided they are considered a permanent structure, meet all applicable setback requirements, do not exceed 10 feet higher than the highest point on the main dwelling and do not exceed 24 inches in diameter. Propane and any other fuel tanks are allowed provided they are buried or enclosed with a fence constructed to obscure the tank from front and side view.

15. Utility lines for electricity, telephone, cable or other shall be underground only. Above ground utility lines are strictly prohibited.

B: The restrictions in this Section apply only to LOTS 1, 2, 3, 4, 5, 7, 8 AND 9 OF BLOCK ONE (1).

1. All dwelling structures shall be used for single family residential purposes only. No apartment house, double house, duplex, triplex, lodging house, or other multiple family dwelling shall be built, placed, permitted or maintained on any of these Lots within the subdivision.
2. No improvement or structure shall be constructed upon any of these lots other than a first class private dwelling. A single family residence constructed on any lot may consist of no more than two stories, one attached garage (minimum two but not to exceed three cars) and, provided a dwelling has been constructed on the lot, one storage building not to exceed 900 square feet in footprint size and 15 feet in height.
3. Construction of the residential dwelling structure shall be completed prior to or simultaneous with the completion of the garage or storage shed. A storage building **MAY NOT** be constructed on these lots unless a residential dwelling is also located on the lot.
4. There shall be no subdivision of any of these lots in any manner except that division of a lot for the purposes of attachment to contiguous lots, where no residual lot or portion thereof remains, is permitted.

C: The restrictions in this Section apply only to LOT 6 OF BLOCK ONE (1).

1. Owner occupied multi-family residential dwellings such as townhouses, condominiums or planned communities are allowed on this lot.

2. A residential structure constructed on this lot may be no more than two stories high. Each residential dwelling shall have one attached or detached garage (minimum two but not to exceed three cars). Provided a dwelling structure has been constructed on the lot, one storage structure may also be constructed provided it does not exceed 3,000 square feet in footprint size and 20 feet in height, and provided the structure complies with the other requirements of these covenants in all respects
3. Construction of the residential dwelling structure shall be completed prior to or simultaneous with the completion of the garage or storage shed. Storage buildings **MAY NOT** be constructed on this lots unless a residential dwelling structure is also located on the lot.

ARTICLE IV - ENVIRONMENTAL IMPACT MITIGATION

- A. All terms, regulations and conditions of any applicable Township, County or State zoning or subdivision ordinance, statute or regulation shall be and remain in full force and effect.
- B. Best Management Construction Procedures shall be implemented during any construction upon any Lot in order to minimize erosion and conserve and preserve natural drainage. All topsoil disturbed by any construction activity shall be replaced as soon as possible using seed and mulch or sod. Silt fencing and bale checks are required during construction as an additional erosion control measure.

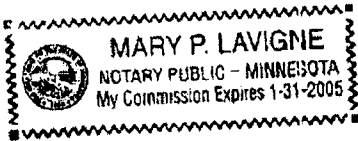
ARTICLE V - GENERAL PROVISIONS

- 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 lots in conformance with said covenants.
- B. These covenants may be enforced through action by any or all of the owners of the lots 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 lot 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.

STATE OF MINNESOTA)
) ss.
COUNTY OF BECKER)

The foregoing instrument was acknowledged before me this 27th day
of April, 2004, by Ross Mickelson and Christy Mickelson,
husband and wife, Declarants.

NOTARIAL STAMP OR SEAL



Mary P. Lavigne
NOTARY PUBLIC

This instrument drafted by:

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