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LYNN R LARSON  
OTTER TAIL COUNTY  
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FEE: 46.00  
PAGES 4  
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# Cover Page

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Otter Tail County Recorder  
Government Services Center  
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Fergus Falls, MN 56537  
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**DECLARATION OF RESERVATIONS, COVENANTS  
AND RESTRICTIONS FOR RYDELL'S STAR LAKE VIEW,  
A RECORDED PLAT**

Made this 2<sup>nd</sup> day of April 2025, by **Rydel Enterprise, LLC**, hereafter referred at as the "Declarant".

**WITNESSETH**, That the Declarant is the owner of certain real property in Otter Tail County, A State of Minnesota, known as Lots 1 thru 4, Block 1 of Rydell's Star Lake View, a recorded plat (hereafter the "Property"); and

**WHEREAS**, Declarant desires to create on the Property a community of single-family residences; and

**WHEREAS**, Declarant desires to subject the Property to the covenants, reservations, restrictions, and conditions hereafter set forth, each and all of which is and are for the benefit of the Property.

**NOW, THEREFORE**, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the covenants, reservations, restrictions, and conditions (sometime hereafter referred to as ("covenants and restrictions") hereafter set forth, which covenants and restrictions shall operate as equitable restrictions or easements passing with the conveyance of every lot in Rydell's Star Lake View and shall apply to and bind every successor in interest of the parties hereto and are imposed upon said premises as a servitude in favor of said plat and every lot therein.

**Section 1, Area and Construction.** No dwelling shall consist of less than 1,200 square feet of living space, exclusive of breezeways, open porches, garages or decks. Construction shall be of good quality and all residential structures shall be finished both inside and outside, excluding any basement. All structures constructed or placed upon and tract shall be totally completed on the exterior thereof within twelve (12) months after commencement of construction. Commencement of construction shall mean the date of setting of the footings or the date of actual excavation, whichever is earlier. All buildings must be of an improved exterior facing such as brick, natural stone, cedar shakes, wood siding, logs, or other materials commonly approved as good quality exterior finish. All buildings must be constructed in a workmanlike manner and built on a foundation of stone, masonry block, or poured concrete or treated wood. The exterior of the buildings shall be compatible with the area, the basic coloring of buildings to fit with the general development and design of the area. No basement only structure shall be built on any lot. All structures are subject to a 30-foot set back requirements for East Rosewood Trail and 401<sup>st</sup> Street as required by the County. No building or other structure shall be built in any drainage easement area.

**Section 2, Pole Buildings.** Pole type construction buildings are allowed.

**Section 3, Temporary Structures.** No mobile home, single or doublewide, tent or shack shall be permitted on the property and used as a permanent or seasonal residence, nor shall any structure of a temporary character be used as a residence. Nor is this provision intended to restrict the storage of properly licensed trailers and campers on the premises where they are routinely used for travel as long as they are not hooked up to the sewer systems serving the property and otherwise comply with the provisions hereof. Exception being: One personal motor home or RV (Recreation Vehicle) trailer designed for human habitation or occupancy for recreational purposes may be used for your personal use for up to five (5) years prior to the construction begins on your residence. Personal motor homes or RV travel trailers for visiting family and friends are allowed on an occasional and temporary basis for no more than two (2) weeks duration, limited to two (2) guests motor homes or RV trailers at any given time. No portable toilette units / porta-potties shall be used on the property except for the purposes of construction crews used during the construction of buildings / structures.

**Section 4, Outside Storage.** No permanent outside storage shall be permitted, save and except for refuse containers mentioned in accordance with Section 5 hereof, and further save and expect for the storage of functioning snowmobiles, boats, trailers, campers, golf carts, and other seasonal items frequently used, provided they are not kept closer than 35 feet to the right-of-way of any public road and 10 feet from any property line.

**Section 5, Refuse, Rubbish, Storage and Maintenance.** No tract shall be used or maintained as a dumping ground for rubbish, except for the temporary accumulation of building materials during the construction of improvements and dwellings. The builder or owner shall promptly dispose of, or remove, all leftover building material in a timely fashion. Trash, garbage or other waste shall be kept in sanitary containers designed for that purpose. All receptacles or other equipment used for the storage or disposal of rubbish shall be kept in a clean and sanitary condition. No disabled or junked motor vehicles, recreation equipment and/or other wheeled or tracked vehicles, or the bodies, engines, or other parts thereof shall be placed or stored openly and visibly upon the premises. Each tract shall at all times be maintained in a clean and sanitary condition. The exterior appearance of all structures shall at all times be kept in good repair and appearance.

**Section 6, Noxious Activity.** No noxious or offensive trade or activity shall be carried on upon and tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**Section 7, Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred or maintained for any commercial or business purpose.

**Section 8, Commercial Establishment or Business.** No commercial establishment or business of any nature may be located on the premises.

**Section 9, Subdivision Prohibited.** No lot shall be further subdivided

**Section 10, Term; Reservation of Power to Alter, Modify, Amend, Annul or Waive Restrictions.** All provisions of this Declaration shall remain in full force and effect until thirty (30) years from the date hereof, at which time this Declaration shall be automatically extended for successive period of ten (10) years each, unless an agreement to terminate this Declaration is executed by at least 75 percent of the owners of the property. The requirements of any of the restrictions and prohibitions herein contained may be altered, modified, amended, annulled or waived if a minimum of 75% of the owners of the Property consent in writing. For purposes of this paragraph, the owners of any one lot, collectively, have only one vote whereas the owners of more than one lot shall have one vote for each lot owned (There being 4 lots in Rydell's Star Lake View, the owners of 3 lots must agree to any change). Nothing herein contained shall be construed to require the written consent of a lien or easement holder to any such amendment, modification, etc. unless the lien claimant has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 11, Enforcement.** As herein before stated, the covenants, restrictions and prohibitions herein contained are for the benefit of the owners from time to time of the several lots in Rydell's Star Lake View, and the power and privilege of enforcement thereof against any party or parties who shall violate or attempt to violate the same is granted to any and all parties in interest in any parcel or lot in Rydell's Star Lake View. Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to compel compliance, and/or recover damages and/or to enforce any lien created by those covenants. Attorney's fees and costs of any such action(s) to restrain violation and/or to recover damages as determined by the Court shall be assessable against and payable by any person violating the terms contained herein.

**Section 12, Severability.** The provisions hereof are declared to be servable, and should any section, paragraph, clause or provision hereof be declared by any judgement or Court order to be invalid, the same shall not affect the validity of the provisions herein as a whole, or any part thereof, other than the part so declared to be invalid.

**Certification**

We certify that these Reservations, Covenants, and Restrictions were adopted with the submission of the Plat for the subdivision filing with the County **THIS 2 DAY OF April, 2025.**

Rydell Enterprise, LLC

By: Joseph B. Rydell

Joseph B. Rydell

Its: President

STATE OF: Minnesota COUNTY OF Otter Tail

The foregoing instrument was acknowledged before me **THIS 2<sup>nd</sup> DAY OF April, 2025.**, by **JOSEPH B. RYDELL**, the President of Rydell Enterprise, LLC, a Minnesota Limited Liability Corporation, on behalf of the Corporation.



Tara A. Jeffries  
NOTARY PUBLIC