

**TERMINATION OF EXISTING COVENANTS AND DECLARATION  
OF PROTECTIVE COVENANTS FOR THE  
PLAT OF SOLEM BEACH**

This Declaration is made by **Wilson Investments, L.L.C.**, a Minnesota limited liability company, **Declarant**;

**RECITALS**

WHEREAS, **Edward N. Wilson and Marilyn A. Wilson, husband and wife**, are the owners of the following described real property:

**Lots 10 and 11, Block 1, Solem Beach, Clay County, Minnesota;**

WHEREAS, **Wilson Investments, L.L.C.** is the owner of the following described real property:

**Lots 1, 2, 3, 4, 5, 8, and 9, Block 1, of Solem Beach, Clay County, Minnesota;**

WHEREAS, the **Plat of Solem Beach** was recorded in the Office of the Recorder for Clay County, Minnesota on November 22, 2004 as Document **605479** and all references in this instrument to the Plat of Solem Beach refer to said Plat;

WHEREAS, all Lots in the Plat of Solem Beach are subject to the **Declaration of Protective Covenants for the Plat of Solem Beach** recorded in the Office of the Recorder for Clay County, Minnesota on November 22, 2004 as Document **605480** (herein **Existing Covenants**);

WHEREAS, pursuant to paragraph 13 of the **Existing Covenants**, the covenants and restrictions may be waived, terminated, or modified as to the whole of Solem Beach or any portion thereof, with the written consent of the owners of two-thirds of the Lots in the Plat of Solem Beach;

WHEREAS, **Edward N. Wilson and Marilyn A. Wilson, and Wilson Investments, L.L.C.** own more than two-thirds of the Lots in the Plat of Solem Beach;

WHEREAS, Declarant desires to terminate the Existing Covenants in their entirety and to adopt new protective covenants as provided in this instrument and Edward N. Wilson and Marilyn A. Wilson, by signing this Declaration, have consented to the termination of the Existing Covenants and the adoption of new protective covenants as provided in this Declaration;

WHEREAS, by terminating the Existing Covenants and adopting new protective covenants applicable to all Lots in the Plat of Solem Beach, Declarant intends to assure that all Lots shall remain attractive residential property and to uphold and enhance property values; and

WHEREAS, it is the further intent of Declarant that all of the following covenants, restrictions and stipulations shall, in all respects and at all times, conform to all applicable regulations, laws and zoning ordinances of the County of Clay, State of Minnesota and United States of America; that whenever any regulations, laws or zoning ordinances of the County of Clay, State of Minnesota or United States of America shall be in any way more restrictive or stringent in their requirements than the covenants, restrictions and stipulations which follow, it is the intention and desire of the Declarant that the said more restrictive legal and regulatory requirements shall apply and shall be adhered to in place of any of the following covenants, restrictions and stipulations; and that whenever any of the following covenants, restrictions and stipulations shall be more restrictive than the applicable county, state or federal laws, regulations or zoning ordinances, then in that event the stricter covenants, restrictions or stipulations hereinafter contained shall be adhered to and shall apply to all of said Lots;

NOW, THEREFORE, Edward N. Wilson and Marilyn A. Wilson, husband and wife, and Wilson Investments, L.L.C., a Minnesota limited liability company hereby terminate the Existing Covenants in their entirety and hereby declare that upon recording this instrument, the following shall constitute the applicable and governing Protective Covenants for all Lots in the Plat of Solem Beach:

#### **ARTICLE I - DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a Lot in the Plat of Solem Beach including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Declarant" shall mean and refer to Wilson Investments, L.L.C., its successors and assigns.

Section 3. "Lot" or "Lots" shall mean a lot in the Plat of Solem Beach.

#### **ARTICLE II - MINIMUM BUILDING AND USE RESTRICTIONS**

##### **Section 1. Building Restrictions**

A. All buildings, septic tanks or sewage disposal systems (including outhouses and privies) and water wells shall comply with all applicable ordinances, laws and regulations of the

County of Clay, State of Minnesota and United States of America which shall include, but shall not be limited to, those ordinances contained in the Shoreland Management Ordinance of Clay County, Minnesota.

B. No outhouse or privy shall be permitted on any of the Lots of the premises described herein, except that an outhouse may be placed on the premises prior to construction of the main residence provided that said outhouse shall be kept clean and sanitary with adequate fly and odor control. Each such outhouse or privy shall be completely enclosed and surrounded by a wood fence at least six feet in height in such a manner as to block the view of and provide an attractive enclosure for said outhouse or privy. Although said outhouse or privy may be used in conjunction with tents, campers, recreational vehicles and camping trailers, upon occupancy of said main residence building, any outhouses or privies shall be removed and filled to grade.

C. All permanent structures shall be of new construction. Custom "modular system" built structures may be allowed with Declarant's prior written approval. The exterior of all permanent structures shall be harmonious to the natural and structural environment. No tar paper siding or unpainted sheet or galvanized metal may be used as the exterior finishing material of any permanent structure. All metal, vinyl and wood siding upon permanent structures shall be of exterior quality and manufactured for use as residential building siding material.

D. No permanent residential structure (whether year-round home or seasonal cottage) shall be permitted on any Lot without Declarant's prior written approval of the construction plans. Exterior construction and exterior finishing of permanent residential structures must be completed within twelve (12) months after construction has commenced. All permanent residential structures shall have an attached garage with a minimum of two (2) stalls. All permanent residential structures shall have at least a 3/12 roof pitch, and said roofs shall be covered with shingles, tiles or metal roofing material manufactured for residential use. All such roofs shall be an integral part of the dwelling unit and shall be supported mainly by the load-bearing walls of the dwelling unit.

E. No accessory structures such as storage buildings or other accessory buildings shall be permitted on any Lot without Declarant's prior written approval of the construction plans. No accessory structures shall be constructed before the permanent residential structure is constructed on the Lot. The footprint of each accessory structure shall not exceed 1400 square feet and shall not exceed eighteen (18) feet in height from the ground to the roof peak.

F. All permanent residential structures and accessory structures shall have permanent concrete or treated wood foundations. Either the foundations or the exterior siding material shall form complete enclosures around the complete circumference of the house so that the exterior walls, windows, doors and foundation shall be solid for the complete circumference of the house between the ground and roof.

G. No permanent residential structures or accessory structures shall consist of or be made of trailers, coaches, passenger cars, private cars or freight cars.

H. No basement homes or earth homes shall be allowed.

I. Manufactured Homes, as defined by Minnesota Statutes, are not allowed. However, custom "modular system" built structures may be allowed with Declarant's prior written approval.

J. Construction on each Lot shall be limited to one permanent family residence (whether year-round home or seasonal cottage), together with appropriate accessory buildings approved by Declarant.

K. No exposed tank for the storage of fuel or other liquids shall be maintained above the surface of the ground, unless enclosed in a structure with an exterior finished in a manner compatible with the main dwelling unit.

L. 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 main dwelling could be placed according to the Clay County Shoreland Management Ordinance provisions which apply at the time of construction or installation.

## **Section 2. Use Restrictions**

A. All trash, debris or waste shall be promptly disposed of and no part of any tract 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 purpose.

B. The premises shall not be used for privately owned or operated businesses or for any other commercial use, except as follows:

- i. A beauty shop, real estate office or offices of members of recognized professions shall be allowed, provided such professions are carried on in their respective dwellings.
- ii. A home occupation may be conducted only in accordance with the following requirements:
  - a. Such occupation shall be carried on in the main building, including attached garage, but excluding the buildings as separate from the main building.
  - b. Not more than 25% of the total floor space of the dwelling, including attached garage, shall be used for a home occupation. Conduct of the home occupation shall result in no change of the outside appearance of the building or land, or other visible evidence of the conduct of the home occupation other than one sign, not exceeding three square feet in area and non-illuminated.
- iii. No auto mechanic or other business related to automobiles or motorized vehicles or motors of any kind shall be permitted.
- iv. Storage of equipment, supplies and materials in the dwelling or garage, whether attached or detached, shall be allowed for business conducted off

the premises provided such storage shall result in no change in the outside appearance of the building or land, or other visible or odorous evidence of the storage of such equipment, supplies or materials.

C. Declarant reserves the right to further subdivide any and all Lots owned by Declarant. Except for Declarant's right to subdivide Lots, no Lot shall be subdivided. All Lots shall be primarily used only for residential purposes, either seasonal or year round. Condominiums and townhomes may be permitted with Declarant's written consent. All other uses not specifically allowed by this Declaration are prohibited.

D. No inoperative vehicle shall be stored or allowed to remain upon any Lot unless enclosed at all times within a building on the Lot.

E. No animals, livestock or poultry of any kind may be housed, raised or kept on any Lot except domestic pets. Domestic pets include common household pets such as dogs, cats and other pets normally kept in the home. Each owner shall provide proper fencing and housing for containing any permitted animals, and shall maintain proper control of flies and odors. No animals, livestock or poultry of any kind may be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All dogs in the subdivision shall be under the control of the owner at all times and shall be confined strictly to the owner's property.

F. No noxious or offensive or dangerous activities shall be permitted on any Lot. All Lot owners shall respect the rights of all other Lot owners to quietly enjoy their property. Any activity or conduct which constitute a public or private nuisance or which unreasonably annoys the owners of other Lots is prohibited. Without limiting the foregoing, the following activities are prohibited on all Lots: the discharge of firearms; skeet shooting; and hunting of any kind, including bow hunting. No owner shall permit any person to engage in any activity that may endanger the safety of any person or adversely affect any person's right to quietly enjoy their property or create an unreasonable risk of harm to another person's property.

G. All permitted uses must also comply with all applicable county, state and federal ordinances, laws, rules and regulations.

H. Although all tents, campers, RV's and camping trailers, are prohibited, one such unit may be allowed upon the written approval of the Declarant during the time period during which a permanent residence is under construction but not to exceed twelve (12) months.

### ARTICLE III - GENERAL PROVISIONS

**Section 1. Variances:** Variances to these covenants may be granted by Declarant, in Declarant's sole discretion.

**Section 2. Right to Enforce:** Enforcement of these covenants, restrictions and stipulations may be by any proceeding at law or in equity against any person or persons violating or attempting to

violate any covenant, restriction or stipulation either to restrain violation or to compel compliance, or to recover damages, and failure by any person to enforce any covenant, restriction or stipulation herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys fees and costs of any such actions to restrain violation or to recover damages as determined by the court shall be assessable against and payable by any person violating the terms contained herein, and shall become a lien on the premises in which said person has an ownership interest in favor of the person or persons to whom damages have been awarded by the court of appropriate jurisdiction, said lien to attach upon the filing of the judgment therein or a notice of lis pendens in said court action, whichever occurs first. Said lien shall be enforceable by foreclosure either by court order as part of said action or by separate action to foreclose said lien in the same manner as statutory foreclosure of a mortgage by action.

**Section 3. Severability:** The invalidation by any judgment or court order of any covenant, restriction or stipulation herein contained shall not in any way affect any of the other covenants, restrictions or stipulations, which shall remain in full force and effect.

**Section 4. Term:** These covenants are to run with the land hereinbefore described and shall be binding on all parties and persons claiming under them for a period of thirty years from the date these covenants are recorded, or the maximum period allowed by law, whichever is greater, after which time the said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the Lots included herein has been approved, agreeing to change said covenants in whole or in part.

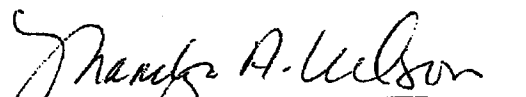
**Section 5. Amendment:** So long as Declarant owns at least four Lots, Declarant reserves the right to amend this Declaration, in whole or in part, except that no such amendment shall be enforceable against any owner of any other lot that does not conform to such amendment at the time the amendment is adopted. Except as is otherwise specifically provided herein, this Declaration may be otherwise waived, terminated, modified as to the whole of Solem Beach or any portion thereof only upon the written consent of the owners of two-thirds of the Lots.

WHEREFORE, the undersigned have executed this Termination of Existing Covenants and Declaration of Protective Covenants for the Plat of Solem Beach this 21<sup>st</sup> day of December, 2016.

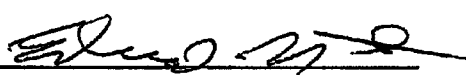
Owner of Lots 1, 2, 3, 4, 5, 8, and 9, Block 1, of Solem Beach, Clay County, Minnesota

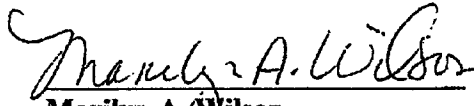
**Wilson Investments, L.L.C.**

  
Edward N. Wilson, a managing member

  
Marilyn A. Wilson, a managing member

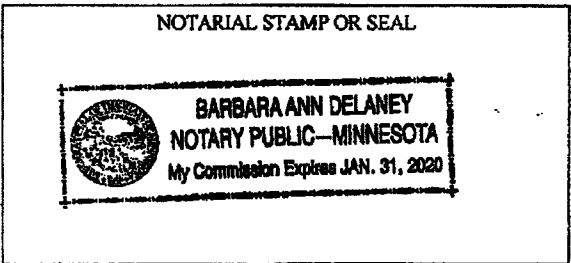
Owners of Lots 10 and 11, Block 1, Solem Beach, Clay County, Minnesota

  
Edward N. Wilson

  
Marilyn A. Wilson

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF CLAY            )

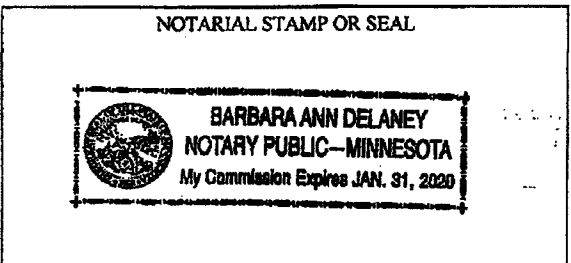
The instrument was acknowledged before me on Dec. 21, 2016,  
by Edward N. Wilson and Marilyn A. Wilson, husband and wife.



  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF CLAY            )

The instrument was acknowledged before me on Dec. 21, 2016,  
by Edward N. Wilson and Marilyn A. Wilson, managing members of Wilson Investments,  
L.L.C., a Minnesota limited liability company, Declarant.



  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

**THIS INSTRUMENT WAS DRAFTED BY:**

Dan D. Plambeck  
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