

DECLARATION OF PROTECTIVE COVENANTS

FOR

WILDERNESS PARK ESTATES, A REAL ESTATE SUBDIVISION

Wilderness Park, Inc., ("Grantor"), a Minnesota Corporation, is the owner of all that real property within the subdivision named Wilderness Park Estates in Cass County, Minnesota.

Grantor hereby makes and declares the following limitations, restrictions, and uses upon and of such real property as restrictive and protective covenants running with the land, and as binding upon Grantor and upon all persons claiming under Grantor and upon all future owners of any part of such real property, so long as these restrictive and protective covenants shall remain in effect:

1. DEFINITIONS: As uses herein, the following words and terms shall have the following meanings:

Subdivision - Wilderness Park Estates

Lot ----- A lot within the subdivision which may be used for residential purposes.

Single Family Residence - A single family residence building together, with one out building.

A mobile or modular home shall be considered a single family residence under the terms of these covenants so long as:

(a) the unit meets all other conditions of these covenants including paragraph 4; and

(b) the wheels, under carriage, etc., if any of the unit is permanently removed and the entire building is permanently secured to a permanently installed and approved foundation; and

(c) the owner of the unit places the building on the permanent real property tax rolls of Cass County and produces satisfactory evidence to Grantor that the building has been assessed as permanent real property.

The definition of a mobile or modular home shall be at the sole discretion of the Grantor. Said mobile or modular home must be manufactured by a company generally recognized as being in the sole business of manufacturing mobile or modular homes.

Duplex Family Residence - One dwelling building, containing not more than two apartments, together with one outbuilding.

Apartment Building - A building containing more than two apartments.

Outbuilding - An enclosed, covered building to be used as a garage or for other storage purposes not directly attached to the main structure which it serves. A structure used for livestock purposes is not considered an outbuilding as herein described.

Commercial Site - A lot which can be used for apartments, or condominiums, or commercial enterprises in accordance with plat restrictions.

2. GENERAL PURPOSES: These covenants are made for the purpose of creating and keeping the subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and guarding against fires and unnecessary interference with the natural beauty of the subdivision; all for the mutual benefit and protection of the owners of lots in the subdivision.

3. The lots are sold with the following reservations, covenants, restrictions, easements and conditions;

"Reserving however unto the Grantor, its successors and assigns:

(A) The private roadways in the location and of the width as set forth on the aforesaid plan, and the right to alter and amend the course and/or grade of said private roadways, except that portion thereof which abuts the subject premises.

(B) The exclusive right to dedicate the roads, streets, and avenues abutting the aforesaid property to public use without the jointure, release or consent of the grantee or grantees herein, his, her, or their heirs and assigns, hereby release all damages or claims whatsoever therefore and therefrom resulting.

(C) The right to waive, modify, alter, amend and add to any of the following restrictions, covenants and conditions when in the opinion of the grantor this is desirable or necessary.

4. EASEMENT: The right without further assent or permit from the grantees herein, his, her or their heirs and assigns, to grant to any public utility company, municipality or water company a 10 foot easement or a right of way granting the right to erect and lay or cause or permit to be erected, laid maintained, removed or repaired in all roads, streets, avenues, ways on which the land to be conveyed abuts and also on a ten foot strip of land located in the rear and also along side lines of the lots to be conveyed hereunder, electric light, telephone and telegraph poles and wires, water, sewer, gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may, from time to time in the opinion of the grantor, its successors and assigns, or any utility company or municipality, be deemed necessary or advisable in connection with the beneficial use of the lots shown on a plan of the land to be conveyed hereunder; and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of inconvenience caused thereby against the grantor or any utility company or municipality, or any of its agents or servants, is hereby waived by the grantee or grantees herein, his, her or their heirs and assigns, provided that any existing easement, hereafter established do not interfere with the use and occupancy of any structure presently thereon or be erected thereon.

5. USES: Each lot in the subdivision shall be used for one single or duplex family residence, except that apartments, condominiums and commercial uses shall be allowed on commercial lots according to plat and covenant restrictions. Density shall be no greater than one single family residence per acre for residential lots. Duplex family residences may only be constructed on lots containing 2 acres or more.

6. APPROVAL OF CONSTRUCTIONS PLANS: No building or other structure shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications (including, but not limited to, the floor, elevation, plot and grading plans; the specifications of principal exterior materials, color schemes and the location, character and method of utilization of all utilities) have been submitted to Grantor and by it approved in writing.

At the time plans and specifications are submitted to Grantor for its approval, the person or persons submitting such plans and specifications shall also submit to Grantor evidence satisfactory to Grantor that the Public Health Dept. of the State of Minnesota or the appropriate official of Cass County, Minnesota has approved the complete plans and specifications of such person or persons for an individual sanitary sewage disposal system.

Each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

In passing upon all such plans and specifications, Grantor shall take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built to the lot upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from adjacent or neighboring lots. Grantor agrees to use reasonable judgment in passing upon all such plans and specifications, but Grantor shall not be liable to any person for Grantor's actions in connection with submitted plans and specifications, unless it be shown that the Grantor acted with malice or wrongful intent.

7. DRIVEWAYS: No trees may be cut or grading accomplished on any lot without the Owner's obtaining prior written approval of the Grantor. It is intended that driveways be kept to a minimum and be so located and constructed as to minimize dangerous intersections and to maximize the retention of the natural character of the area. Proper drainage facilities, including culverts, may be designated by Grantor as a condition for approval hereunder, and will be provided by the Owner at his expense. Minimum interference with the snow-mobile and equestrian easements will be practiced.

8. FENCES: No fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any lot, except such fences or walls as may be approved by Grantor as an integral or decorative part of a building to be erected on a lot, or for the control of livestock.

9. SIGNS: No signs, billboards or other advertising structure or any kind shall be erected, constructed or maintained on any lot of any purpose whatsoever, except such signs as have been approved by Grantor for identification of residences and signs used by the Grantor for selling the subdivision.

10. WATER AND SEWER: Each structure designed for occupancy or use by human beings shall connect to an approved domestic water source and approved sewage disposal system. In the event a central water and/or sewage system is not available, the owner may install and use a domestic well and/or septic system. Such well and/or sewage disposal system must have all necessary public regulatory approval.

If and when a water and/or sanitation district is formed for the purpose of providing central water and/or sewage disposal services, whether by Grantor or a designee of the Grantor or by any municipality, the owner hereby consents to the forming of such a district or districts and shall cooperate in the formation of such a district or districts and shall abide by all the rules, regulations and requirements of such a district or districts, including the abandoning of any and all domestic wells and/or septic systems, or other private facilities installed by the owner and the utilization of facilities provided by the district or districts as may be required by the district or districts.

11. TRASH: No trash, ashes, or other refuse shall be thrown or dumped on any land within the subdivision. There shall be no burning of refuse out of doors except in incinerators installed with the approval of Grantor. Each property owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and protected from disturbance.

12. LIVESTOCK: No animals, livestock, or poultry (except dogs, cats, and other pets for household enjoyment and not for commercial purposes) shall be kept, raised or bred in the subdivision, except as specifically provided for by Grantor.

13. TREES: Living trees naturally existing upon a lot, except to the extent necessary for construction purposes, shall not be cut, trimmed or removed from the properties, except that Grantor may approve some thinning or trimming if it seems desirable.

14. SET BACK REQUIREMENTS: The minimum building set-back line from any lot facing on any lake in the subdivision shall be 100 feet. The minimum set-back on any sewage system on any lot facing on any lake in the subdivision shall be 100 feet. The lots facing on a right of way without lake frontage shall be a minimum set-back requirement of 50 feet. The minimum set-back on a sewage system on any lot facing on a right of way without lake frontage is 50 feet.

15. LANDSCAPING: All surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses; but Grantor may approve construction of gardens, lawns and exterior living areas.

16. TEMPORARY STRUCTURES: No temporary structure, excavation, basement, trailer or tent shall be permitted in the subdivision, except as may be determined to be necessary during construction and specifically authorized in writing by Grantor, except that owner may camp on his property, using a tent, camper or temporary trailer for a period not to exceed 90 days or 30 consecutive days in any calendar year.

17. CONTINUITY OF CONSTRUCTION: All structures commenced in the subdivision shall be prosecuted diligently to completion and shall be completed within twelve months of commencement unless some exception is granted in writing by Grantor.

18. RESUBDIVISION: No lot may be resubdivided by an owner into any parcel less than one acre. In the event any owner wishes to resubdivide his lot, he must first obtain advance written approval of the Grantor. These covenants shall apply to all lots resubdivided under this section.

19. NUISANCE AND FIREARMS: No noxious or offensive activity shall be carried on within the subdivision; nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any firearms be discharged within the subdivision, except in areas set aside for hunting or target shooting purposes.

20. EFFECT AND DURATION OF COVENANTS: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the subdivision, and each owner of property therein, his successors, representatives, and assigns and shall continue in full force and effect until January 1, 1999 at which time they shall be automatically extended for five successive terms of ten years each.

21. ENFORCEMENT: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning real property in the subdivision or any duly elected or appointed official of Cass County of the Town of Walker, to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, together with reasonable attorneys' fees, for such violations.

22. SERVERABILITY: Invalidation of any one of the provisions of this instrument by judgment of court order or decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

ATTEST:

WILDERNESS PARK, INC.
A Minnesota Corporation

By [Signature] President

226108

OFFICE OF REGISTER OF DEEDS,)

State of Minnesota, County of Cass) ss

I hereby certify that the within instru-
ment was filed in this office for record
on the 18 day of June
A.D. 1975 at 9 o'clock A.M.
was duly recorded in book 11000
of _____ Page _____

Richard R. Hendricks
Register of Deeds RHS