

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made this 27 day of Sept, 1975,  
by WILDERNESS PARK, INC., a Minnesota corporation, (hereinafter called  
"Developer"), and each of the present owners, other than Developer, of existing  
property, as defined in Article II hereof (hereinafter called "Present Owners. "),

WITNESSETH:

WHEREAS, Developer or Present Owners are the owners of the real  
property described in Article II of this Declaration and desire to create thereon a  
residential community with permanent parks, playgrounds, trails, open spaces and  
other common facilities for the benefit of said community; and

WHEREAS, Developer and Present Owners desire to provide for the  
preservation of the values and amenities in said community and for the maintenance  
of said parks, playgrounds, trails, open spaces and other common facilities, and  
to this end desire to subject the real property described in Article II to the covenants,  
restrictions, easements, charges and liens hereinafter set forth, each and all of  
which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer and Present Owners have deemed it desirable for  
the efficient preservation of the values and amenities in said community to create  
an agency to which should be delegated and assigned the powers of administering and  
enforcing the covenants and restrictions and collecting and disbursing the assess-  
ments and charges hereinafter created; and

WHEREAS, Developer, on its own initiative and at the request of Present  
Owners, has incorporated, under the laws of the State of Minnesota, as a non-profit  
corporation, the WILDERNESS PARK HOME OWNERS ASSOCIATION, for the purpose  
of exercising the functions aforesaid.

NOW, THEREFORE, the Developer and Present Owners declare that the real  
property described in Article II and such additions thereto as may hereafter be made  
pursuant to Article II hereof is, and shall be, held, transferred, sold, conveyed and  
occupied, subject to the covenants, restrictions, easements, charges and liens  
(sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I.  
DEFINITIONS

Section 1: The following words, when used in this Declaration or any supple-  
mental declaration (unless the context shall prohibit) shall have the following mean-  
ings:

- a. "Association" shall mean and refer to WILDERNESS PARK HOME OWNERS ASSOCIATION.
- b. "Wilderness Park" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.
- c. "Common Properties" and/or "Common Area" shall be synonymous terms and shall mean and refer to Outlot "C", Wilderness Park Estates, Second Addition, including any additions thereto as may be added by supplemental declaration under the provisions of Article II hereof; and intended to be devoted to the common use and enjoyment of the owners of Wilderness Park.
- d. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat described in Exhibit "A", hereto attached, with the exception of Common Properties, as heretofore defined.

e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon Wilderness Park, but notwithstanding any applicable theory of mortgage shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

f. "Present Owner" shall mean and refer to the owner of record, if other than Developer, or purchaser as vendee of any Lot situated in the Existing Property at the time of the filing of this Declaration in the office of the Register of Deeds for the County of Cass, State of Minnesota.

g. "Co-Owners" shall mean and refer to all persons, whether natural or legal, owning any estate or having any interest in the same Lot, including but not limited to joint tenants, tenants in common, life tenant and remainderman, lessor and lessee, and Contract for Deed vendor and vendee, who shall be considered a single owner.

h. "Member" shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, hereof.

i. "Developer" shall mean and refer to WILDERNESS PARK, INC., its successors and assigns, if such successors or assigns should acquire more than five (5) undeveloped Lots from the Developer for the purpose of development or sale to the public.

j. "Recreational Facility" shall mean and refer to structures, buildings and personal property whether attached or detached from the Common Area, acquired by the Association for the use and enjoyment of the Owners, including but not limited to swimming pool and structures located upon the Common area.

k. "Exterior Maintenance" shall mean and refer to the painting, repairing, replacement and reconditioning of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass and walks not dedicated to a governmental subdivision, and all recreational facilities, structures, buildings and improvements located upon the Common Area.

l. "Capital Improvement" shall mean and refer to any construction of, reconstruction of, substantial alteration of, substantial repair of, or substantial addition to the physical amenities on the Common Area, except that installed or constructed by the Developer at its own expense and except work performed by governmental bodies.

ARTICLE II.  
PROPERTY SUBJECT TO THIS  
DECLARATION: ADDITIONS THERETO

Developer now is or at one time was the owner of record, or now is a purchaser, as vendee, under contract for deed of all of the property described in Exhibit "A", hereto attached and by reference made a part hereof. With respect to such property:

Section 1: The real property which is described in Section 1 of said Exhibit "A", herein referred to as "Existing Property", shall be and is held, transferred, sold, conveyed and occupied subject to this Declaration by reason of the execution hereof by Developer, or by the Present Owner thereof.

Section 2. The real property which is described in Section 2 of said Exhibit "A", herein referred to as "Additional Property", is not now subject to this Declaration; but any such property may be made subject to this Declaration in which event it thereafter shall be held, transferred, sold, conveyed and occupied only subject hereto, by the registered owner and/or vendee filing a written, executed consent thereto in the office of the Register of Deeds for the County of Cass and State of Minnesota.

Section 3. The unplatted real property which is described in Section 3 of said Exhibit "A", herein referred to as "Possible Additional Property", is not now subject to this Declaration; but any such property may be made subject to this Declaration upon the filing of a plat therefor, in which event it thereafter shall be held, transferred, sold, conveyed and occupied only subject hereto, by Developer filing, in the office of the Register of Deeds for the County of Cass and State of Minnesota, a Supplementary Declaration of Covenants and Restrictions with respect to any such Possible Additional Property, which shall extend the scheme of the covenants and restrictions of this Declaration to any Possible Additional Property. Each Present Owner, each subsequently consenting Owner (pursuant to Section 2 of Article II hereof), their respective heirs, representative successors and assigns, and each for himself, hereby designate and appoint Developer, its successors and assigns, as such person's Attorney in Fact, with full power and authority to execute such Supplementary Declaration as fully as any such Present Owner, subsequently consenting Owner, grantee, heir, representative, successor or assign could do by execution thereof.

ARTICLE III.  
MEMBERSHIP AND VOTING RIGHTS  
IN THE ASSOCIATION

Section 1: Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract vendees, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2: Voting Rights. The Wilderness Park Home Owners Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of Developer, each of whom shall be entitled to one vote for each Lot owned by them. The Owner entitled to vote shall be the Owner of record in the office of the Register of Deeds in and for Cass County, unless said Owner of record has agreed in writing, placed on file with the Secretary of the Association, to allow his vote to be cast by a mortgagee or a Co-Owner. All Co-Owners must agree on a single Owner to cast their vote as they, among themselves, determine, and in no event shall more than one vote be cast with respect to a Lot. Prior to the time of any meeting at which a vote is to be taken, each Lot having Co-Owners shall file the name of the voting Co-Owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such Co-Owners have filed a general voting authority applicable to all votes until rescinded.

Class B: The Developer shall be the sole Class B member. The Class B member shall be entitled to three (3) votes for each lot owned, except that all such voting rights shall be deemed suspended and inoperative during all times when: (i) Developer is the Manager of the affairs of the Association, pursuant to the provisions of Section 2, Article V, of this Declaration, and (ii) the Association is not in default under its contract of employment of Developer as such Manager. In any event, the Class B membership shall cease and terminate upon the happening of either of the following events, whichever first occurs:

(a) When the last lot within Wilderness Park is sold, or

(b) On January 1, 1995.

From and after the happening of either of these events, whichever first occurs, the Class B member shall be deemed to be a Class A member, entitled to one vote for each Lot (as provided for Class A members) in which it holds the interest required for membership under Section 1.

ARTICLE IV.  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1: Members Easement of Enjoyment. Subject to the provisions of Section 3, every member shall have and is granted a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title of every Lot.

Section 2: Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the Common Properties to the Association not later than October 22, 1981.

Section 3: Extent of Members Easements. The rights and easements of enjoyment created hereby and the title of the Association to the Common Properties shall be subject to the following:

a. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for capital improvements on the Common Area, and in aid thereof to mortgage the Common Area and the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Members hereunder. No indebtedness authorized by this subsection shall exceed twice the sum of the annual assessment levied or permitted to be levied against all Lots.

b. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

c. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and to suspend the said enjoyment rights for any period not to exceed sixty (60) days and to impose a fine not to exceed Five Dollars (\$5.00) for each infraction of its published rules and regulations; provided, however, that nothing contained in this Paragraph 3c shall be deemed to deny an Owner access to and from his Lot located in Wilderness Park.

d. The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

e. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members or to otherwise convey or transfer any such property, or to encumber such property pursuant to Subsection 3a hereof, provided that no such dedication, transfer, determination as to the purposes or determination as to the conditions thereof, conveyance or encumbrance shall be effective unless an instrument signed by Members entitled to cast three-fourths (3/4) of the votes of each class of membership has been recorded agreeing to such

dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken; and suspension of the voting rights of the Class B membership, pursuant to Section 2, Article III, hereof, shall not be deemed to suspend the requirement that such Class B membership consent in writing in any action described in this Subsection 3e.

f. The right of the Developer to designate, establish, install and maintain utility, drainage and roadway easements within the Common Properties.

Section 4: Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family or to his tenants or contract purchasers of the property.

Section 5: Taxes and Special Assessments on Common Areas. Taxes and special assessments that would normally be levied by a governmental body against the Common Area may be divided and levied in equal amounts against the individual Lots in Wilderness Park, which levies shall be a lien against said individual Lots. The Association shall have the right, power and authority to collect such levies as part of the annual assessment, if such taxes and special assessments are not collected by the governmental body from the Owner or paid by the Owner to the governmental body when the same is due and payable.

Section 6: Use of the Common Area. The Common Area shall be used strictly in accordance with the easements granted thereon. There shall be no obstruction or interference whatever with the rights and privileges of other Owners in the Common Area and nothing shall be planted, altered, constructed upon or removed from the Common Area by any Member except by prior written consent of the Association. If an Owner shall violate this section, the Association shall have the right to restore the Common Area to its prior condition and assess the cost thereof against the Owner who violates this section and such cost shall become a lien upon the Lot of such Owner, which shall become due and payable upon demand. The Association shall have the same right and powers to collect the cost of such restoration as provided in Article VI for the collection of delinquent annual assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Area, the Association or the Owner may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable attorneys' fees as the Court may allow, together with all necessary costs and disbursements incurred in connection therewith.

#### ARTICLE V. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1: The Common Properties. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Properties and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings or other structures situated upon the Common Properties in Wilderness Park including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, gutters, downspouts and overhangs; also, the maintenance and repair of the Common Area, including recreational areas and facilities, and utility lines and all other improvements or material located within and used in connection with the Common Properties.

Section 2: Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of Wilderness Park, whether such personnel are furnished or employed directly by the Association or by any

person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of Wilderness Park or the enforcement of this Declaration.

The Association, if its Directors so decide, may contract with Developer, as Manager, to furnish such management and maintenance services. Such contract may provide, among other things, as follows:

(a) That during the term of the Contract, Developer shall not be obligated to pay to the Association any monthly assessment, additional monthly assessment or special assessment (for capital improvements or otherwise) because of any Lot owned by Developer and subject to the provisions of this Declaration, provided that during the term of the Contract, Developer, as such Manager, shall pay any portion of the current real estate taxes assessed against and payable for the Common Properties, the appropriate casualty and public liability insurance premiums and the ordinary maintenance costs for the Common Properties, which are not paid by the Association pursuant to said Contract.

(b) That in the event the Association, at any time, shall be in default under said Contract, Developer's voting rights, as a member of the Association, shall not be suspended, and Developer may then exercise all of its membership rights until such defaults shall be remedied.

Section 3: Personal Property for Common Use. The Association may acquire and hold for the use of all the Members tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of a Lot. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Member may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Members. The transfer of title to a Lot under foreclosure shall entitle the purchaser to the interest in such personal property associated with such foreclosed Lot.

Section 4: Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Lots and of the Common Properties, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

#### ARTICLE VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it, except as provided in and qualified by Section 2 of Article V hereof, each Present Owner, for each Lot owned by him and each subsequently consenting owner, as described in Section 2, Article II, hereof, for each Lot owned by him, all within Wilderness Park, hereby, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) annual assessments for reserve, and (3) special assessments for capital improvements: such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2: Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners of property and for the improvement and maintenance of the Common Properties situated in Wilderness Park and the payment of taxes, insurance, repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision.

**Section 3: Maximum Annual Assessment.** Until January 1, 1975, the maximum annual assessment shall be Forty-Eight Dollars (\$48.00) per Lot; provided, however, that the assessment for each Lot owned by the Developer shall be thirty-three and one-third percent (33 1/3%) of the annual assessment unless the entire assessment against Developer has been waived pursuant to the provisions of Section 2 of Article V hereof.

(a) From and after January 1, 1975, the maximum annual assessment may be increased for each subsequent twelve (12) month period not more than ten percent (10%) above the maximum assessment for the previous twelve (12) month period without a vote of the membership.

(b) From and after January 1, 1975, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4: Addition to Annual Assessment.** There shall be added to the annual assessment of each Lot such amount as is levied pursuant to Article IV, Section 5, without the vote of the membership of the Association. An Owner may elect to pay such amount in full in order to avoid interest charges imposed by the governmental body or if the governmental body permits such amount to be paid in installments, the Owner may so do, provided, however, that if the election to pay in installments requires the payment of interest to the governmental body, the interest shall be added to and become part of the annual assessment.

**Section 5: Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 6: Notice and Quorum for any Action Authorized Under Sections 3 and 5.** Written Notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned thereat, without further notice to the members, to a date not more than sixty (60) days following such original meeting date.

**Section 7: Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots except as otherwise provided to the contrary in this Declaration.

**Section 8: Date of Commencement of Annual Assessments: Due Dates.**  
The annual assessments provided for herein shall commence as to all Lots on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. Thereafter, any increase by the Board of Directors in the annual assessment must be preceded by a thirty (30) day written notice of such increased assessment sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth that the assessments on a specific Lot have been paid.

**Section 9: Effect of Non-Payment of Assessments: Remedies of Association.** The Board of Directors of the Association may from time to time require the payment of a late charge, not to exceed \$5.00 for each delinquent payment, for such assessments not paid within thirty (30) days after the due date, provided that it shall give each Owner thirty (30) days written notice of the assessment which will be charged for delinquent payments. The Association may bring an action at law against the Owner personally obligated to pay such delinquent assessment or foreclose the lien of assessment against the Lot. No Owner may waive or otherwise escape liability for assessments provided for in this Article by non-use of the Common Area or recreational facilities or by abandonment of his Lot. Every Owner, by acceptance of his deed, and every vendee purchaser, by execution of his Contract for Deed, further consents to the foreclosure of any assessment lien in accordance with the provisions of Chapter 580 of the Minnesota Statutes which provide for the foreclosure of real estate mortgages with a six (6) month redemption period, and each Owner does thereby and hereby give full and complete power of sale by advertisement to the Association.

Liens for annual and special assessments or installments thereof shall be superior to all other liens and encumbrances against the Lot except for:

- (1) Liens of general and special taxes; and
- (2) The lien of any first mortgage; and
- (3) The lien of any vendor who has sold such Lot under Contract for Deed.

In the event the Association elects to bring an action at law against the owner personally obligated to pay such assessments, there shall be added to the amount of such assessment, the costs of preparing and filing the Complaint in such action; and in the event a judgment is obtained, the judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with costs of the action.

**Section 10: Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemption;

Notwithstanding any provision herein, no land or improvements which are or may be devoted to dwelling use shall be exempt from said assessments, charges or liens.

**Section 11: Subordination of the Lien to Mortgages and Contracts for Deed.** The lien of assessments provided herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot subject to assessments or to the lien of any owner-vendor who has agreed to sell such Lot by Contract for Deed.



Upon expiration of the period of redemption from a mortgage foreclosure sale, the interest of the holder of a Sheriff's Certificate and the successors and assigns of such holder, and upon termination of a vendee's interest in any Lot pursuant to a statutory proceeding to cancel a Contract for Deed, the interest of the cancelling vendor shall be prior and superior to the lien of any assessments then against the Lot or Lots, but such sale, transfer or contract cancellation shall not release a Lot from liability for assessments thereafter becoming due nor from the lien of any such subsequent assessments.

ARTICLE VII.  
ADDITIONAL RESTRICTIONS

Section 1: No Lot shall be used except for residential purposes except that Developer shall be entitled to maintain model houses upon the Lots.

Section 2: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 3: No sign of any kind shall be displayed to the public view on any Lot, except that a "For Sale" sign may be displayed provided that it is in such form as the Association may require, except that Developer shall be permitted to erect and maintain upon the Properties such signs as it deems appropriate to advertise the development until the Developer conveys the last Lot.

Section 4: Garbage, rubbish and trash shall not be kept on a Lot except in sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 5: No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

Section 6: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot or the Common Properties at any time as a residence, either temporarily or permanently, except during construction of a permanent residence when authorized in writing by Developer if before January 1, 1995, or until ninety percent (90%) of Lots in Wilderness Park Estates are sold by Developer, and by the President of the Association if after said date, except that an Owner may camp on his Lot, using a tent, camper or temporary trailer for a consecutive period not exceeding thirty (30) days and an aggregate period not exceeding ninety (90) days in any calendar year.

Section 7: No television or radio antennae shall be erected or placed upon a Lot, except as an appurtenance to a residential structure. The Board of Directors may limit the maximum height of any such antennae.

Section 8: Each lot shall be used for residential purposes only. No improvements or structure whatever, other than single family dwelling houses, together with any garage, fence, patio, or other structure accessory to the dwelling house may be erected, placed or maintained.

Section 9: The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious weed or other natural substances, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of Owners and Co-Owners, is prohibited. No Lot shall be used for the storage of materials not customary to or necessary and convenient for residential living.

Section 10: The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping on any Lot of any pet. The raising or keeping of animals except as pets, is prohibited.

Section 11: That certain Declaration of Protective Covenants already on file in the office of the Register of Deeds for Cass County, Minnesota, and affecting a part of the property described in Exhibit "A", hereto attached, shall remain in full force and effect, except that any part thereof which is in conflict with the provisions of this instrument shall be deemed to be rescinded with respect to any property subject to the terms hereof, as hereinbefore described in Article II.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1: Duration. The covenants, restrictions and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time, said covenants, restrictions and easements shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be properly recorded.

Section 2: Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3: Enforcement of these covenants and restrictions shall 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 recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned and Present Owners have hereunto set their hands and seals as of the day and year first above written.

WILDERNESS PARK, INC

By [Signature]  
Its President

226109

OFFICE OF REGISTER OF DEEDS, )

State of Minnesota, County of Cass ) ss

I hereby certify that the within instrument was filed in this office for record on the 18 day of June, A.D. 1976 at 9 o'clock A.M. and was duly recorded in book 743 page 743

of 743 Page 743  
[Signature]  
Register of Deeds 743