

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS

ECKLES GRASSY KNOLLS
Beltrami County, Minnesota

Whereas, S&J DEVELOPMENT LLC, owner of lots 1,2,3,4,5&7 and DARREN UFFORD, (here forth the Declarant) owner of the lots, 6,8&9 within the plat of ECKLES GRASSY KNOLLS, Beltrami County, Minnesota.

And, Whereas Declarant desires to create covenants, conditions, restrictions and reservations (herein the "Covenants") affecting the lots located within the plat of ECKLES GRASSY KNOLLS to establish a uniform plan for the benefit of all the owners of the lots.

NOW THEREFORE, by executing and recording this Declaration, the Declarant hereby declares, imposes upon, and makes Lots 1 through 9, Block 1, ECKLES GRASSY KNOLLS subject to the following Covenants. The Covenants shall run with the land and bind all person who now or hereafter have any right, title or interest in any portion of the plat of ECKLES GRASSY KNOLLS. The benefit of the Covenants shall run with the land and inure to the benefit of all person who now or hereafter have any right, title, or interest in any portion of the plat of ECKLES GRASSY KNOLLS.

1. DWELLING SIZE: The ground floor area of the main structure (dwelling), exclusive of open porches and garages, shall be as follows:
 - a. A one story dwelling (for the purposes hereof, the basements shall not be considered a "story"), not less than 1,200 square feet.
 - b. A dwelling with a "split entry" or a "walk out" basement not less than 1,100 square feet on the upper or the above-ground floor.
 - c. A two-story dwelling (two floors above ground level, not less than 1,200 square feet on the ground floor level, but all such dwellings which have less than 1,500 square feet on the ground floor shall be required to have a garage attached to the dwelling.

2. **COMPLETION OF STRUCTURES:** When the construction of any building has once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, and in any event, the exterior of all buildings shall be completely finished within 12 months from the time work is commenced thereon.
3. **COMPLETION OF LANDSCAPING AND DRIVEWAYS:** Once construction of building is complete pursuant to paragraph 3 above, all driveways leading to the premises and/or attached garages shall be completed within one year, or within one year of completion of construction, whichever comes later.
4. **PETS:** No animals, livestock or poultry of any kind, except household pets, shall be raised, bred or kept on any lot, nor shall any household pet be kept, bred or maintained for any commercial purpose. All pets shall be penned, housed or otherwise contained or controlled on the premises of the pet owner so as not to create a nuisance or annoyance to owners or occupants of any other lots.
5. **EASEMENTS:** Easements for installation and maintenance of utilities as well as for drainage purposes are reserved as shown on the recorded plat. Within the easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage ways. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except those improvements for which a public authority or utility company is responsible.
6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. No garbage, ashes, or other waste, or receptacles for any of the foregoing shall be placed or left on any lot so as to become a nuisance or annoyance to owners or occupants of any other lots. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. **WATER SUPPLY AND SEWAGE SYSTEM:** No individual water supply or sewage disposal system shall be permitted on any lot, unless such system is designed, located and constructed in accordance with the standards, requirements and recommendations of the Minnesota State Board of Health and all applicable laws and ordinances of the County of Beltrami and the State of Minnesota.
8. **NUISANCES:** No noxious or offensive activity or trade shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to owners or occupants of any other lots.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, nor any mobile home or manufactured home, as defined by Minnesota Statutes, shall be used on any lot at any time as a residence, either temporarily or permanent. No trailers or habitable motor vehicles of any nature shall be kept, placed, stored or permitted to remain on any lot or on any public way abutting any lot in the plat of ECKLES GRASSY KNOLLS for more than fourteen days in any calendar year, except the lot owner's own recreation equipment, which shall be stored to the rear of the property.
10. STORAGE OF MOTOR VEHICLES: No lot shall be used for the storage of unlicensed, junked or inoperable motor vehicles or parts thereof; and no more than one such vehicle shall be kept, stored or permitted to remain on any lot. Any such vehicle stored or kept on any lot shall be so located or screened so that its presence is not detrimental to the aesthetics of the area.
11. SETBACK LINES: No building or any part thereof, including eaves, nor any other structure, shall be erected on any lot closer than fifty (50) feet to the front lot line or any other public road right of way, or closer than fifteen (15) feet to any side lot line, or closer than twenty-five (25) feet to the rear of any lot line. For the purposes of this restriction, "structure" shall be deemed to include garages, patios, porches, swimming pools, wells, septic system and drain fields, as well as all other additions or improvements to the premises which involve excavation greater than two feet in depth. No fence or wall shall be placed or erected closer than thirty-five (35) feet to the front line.
12. TERM: These Covenants shall run with the land and shall be binding upon the inure to the benefit of and be enforceable by the developers and the owner or owners of any of the lots within the plat of ECKLES GRASSY KNOLLS and their respective heirs, personal representative, successors and assigns for a period of twenty-five (25) years from the date the same are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless and instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.
13. NEW CONSTRUCTION AND PROHIBITION of MOBILE/MODULAR MANUFACTURED HOMES: All dwelling homes and garages to be constructed within ECKLES GRASSY KNOLLS shall be new, on site construction. It is the intent of this provision to provide that the moving of existing homes or garages from location to ECKLES GRASSY KNOLLS shall be prohibited. No mobile homes, modular homes, or manufactured homes, as defined by Minnesota Statutes, shall be allowed as dwellings or residences within the plat of ECKLES GRASSY KNOLLS

14. ENFORCEMENT: Enforcement of the Covenants shall be had by proceedings against any person in violation of any covenants or restriction, to restrain the violation or to recover damages. The failure by the Declarant to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to enforce such covenant and restriction.
15. AMENDMENT OF COVENANTS: This Declaration of Protective Covenants, or any covenant, condition, reservation or restriction contained herein, may be modified or amended only by written instrument, duly recorded and executed by the owners of at least ninety percent (90%) of the lots with ECKLES GRASSY KNOLLS.
16. ENFORCEMENT OF COVENANTS: Enforcement of the foregoing shall be proceeding at law or in equity against any person or person violating or attempting to violate any covenant or provision herein, either to restrain violation or to recover damages by any party hereto or party claiming under them.
17. SEVERABILITY OF COVENANTS: The foregoing covenants and restrictions are intended to be severable, and in the event that any one of such covenants or restrictions shall be held invalid, such invalidity shall in no way affect any of the other provision that shall remain in full force and effect.

Dated: _____, 20__.

STEVE HILL

DATE

DARREN UFFORD

DATE

