

Murray Surveying
P.O. Box 1038
Bemidji,

OFFICE OF COUNTY RECORDER
COUNTY OF BELTRAMI, MINNESOTA
THIS IS TO CERTIFY
THAT THIS INSTRUMENT
WAS FILED IN THIS
OFFICE ON 07/15/2021 AT
09:47 AM BY DOCUMENT NUMBER
A000600644
By: PAULA R. COONS
CHARLENE D. STURK
COUNTY RECORDER
PAGES: 4

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ACORN RIDGE

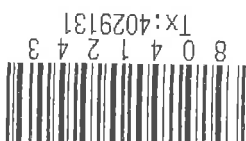
This Declaration of Covenants, Conditions, and Restrictions (this "Declaration") is made by Jay Steven Hill, a single person, and by Jay S. Hill, Trustee and successor Trustee of the Jay S. Hill Trust under agreement dated July, 1, 2019, as amended, (collectively the "Declarants") having a principal address of 3801 Bemidji Ave N, Bemidji, Minnesota 56601.

RECITALS

- A. The Declarants joined in the development of portions of ACORN RIDGE, according to the recorded plat thereof filed in the office of the Beltrami County Recorder on the 31st day of December 2020, by Document No. A000595144, and own fee simple title in the real property described as Lots 2 and 3, Block 1; Lots 5 through 32, inclusive, Block 1; and Lots 35-38, inclusive, Block 1; all in said ACORN RIDGE (separately as "Lots" and collectively as the "Property").
- B. The Declarants have determined that one common plan of restrictions is advantageous for the purpose of keeping the Property desirable, uniform, and suitable in architectural design and use for the benefit of Declarants and all subsequent owners of the Property.

Now, therefore, the Declarants hereby declare that the Property, or any part of the Property, shall be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the following covenants, conditions, restrictions, and reservations. The covenants shall run with the land and bind all persons who now or hereafter have any right, title or interest in any portion of the Property:

1. Only one dwelling shall be permitted on each Lot.
2. The ground floor area of the main structure (dwelling), exclusive of one-story open porches and garages, shall be not less than 1,200 square feet for a one story dwelling and not less than 1,100 square feet of first floor living area for two story dwellings. For purposes hereof, the basement shall be considered as one story if the basement is a "walk out" basement or if the structure is of the "split entry" type, and in either case if the basement is intended to be used as part of the living area of said structure.



3. No structure of a temporary character, trailer, basement, tent, shack, garage, bam or other outbuilding, nor any mobile home, shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailers or habitable motor vehicles of any nature shall be kept, placed, stored or permitted to remain on any lot for more than 14 days in any calendar year, except the lot owner's own recreational equipment, which shall be stored not less than 50 feet from ACORN RIDGE RD NW.
4. All wiring from dwellings, garages, or outbuildings shall be underground and lead to a building or light pole or standard.
5. The exterior of any dwellings, addition, garage, or outbuilding shall be completed within 12 months from the time construction begins. The exterior of all additions, garages or outbuildings shall match the exterior of the dwelling with a like material and color. All improvements must be of quality workmanship and material.
6. All structures erected on each lot must be built in compliance with all local regulations.
7. No Lot, nor any part thereof, shall be used as a dumping ground for rubbish, trash or garbage.
8. All garbage or waste materials shall be kept in covered, sanitary containers.
9. 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 unreasonable annoyance or nuisance to owners or occupants of any adjoining Lots.
10. No livestock or poultry shall be housed either temporarily or permanently on any Lot.
11. At no time shall any part of any Lot be used for a business.
12. At no time shall any part of any Lot be used as a storage area for motor vehicles or parts thereof, including trucks larger then 1 ton capacity or parts thereof, on either a temporary or permanently basis. Non-operating motor vehicles, junk vehicles, and motor vehicle parts shall not be allowed on any Lot. Snowmobiles, all-terrain vehicles, motorcycles, boats, fish houses, and other sporting items shall be stored in a garage or in an inconspicuous manner; all parts thereof must be stored in a garage.
13. All dwellings and garages, if any, to be constructed on any portion of the Property shall be new construction. In addition, modular homes, or other homes constructed off site, shall be allowed within any portion of the Property only if such a home:
 - i Is at least 24 feet in width; and
 - ii Has no axels, wheels, or hitch attached; and

iii Is constructed either: (i) on a full basement; or (ii) on a cement slab and/ or a permanent full perimeter foundation, either of which must have no less than 4 foot frost footings around the full perimeter.

14. No manufactured homes are allowed on any portion of the Property.
15. All landscaping, including laws and gardens, shall be subject to reasonable maintenance by each owner including, but not limited to, the regular mowing of lawns, prevention of excessive weed growth, and disposal of dead and dying vegetation.
16. All pets shall be penned, housed, or otherwise contained or controlled on any portion of the Property in a manner that does not create a nuisance or annoyance to owners or occupants of any other Lots. All dogs of a vicious propensity shall only be permitted on any Lot or portion thereof if they are housed or kenneled at all times.
17. The covenants and restrictions contained herein may be enforced against any person violating them by an action to either restrain the violation or to recover damages. The failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of such covenant or restriction or of the right of a party to enforce such covenant and restriction.
18. This Declaration may be modified or amended only by written instrument, duly recorded and executed by the owners of at least 90% of the owners of the Property.
19. 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 provisions which shall remain in full force and effect.
20. The covenants, conditions, or restrictions created by this Declaration will cease to be valid and operative 30 years after the date set forth below and may then be disregarded.

The Declarants have caused this Declaration to be executed and effective as of this 9 day of July, 2021.

Jay Steven Hill

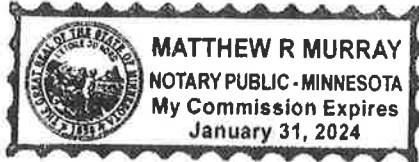
Jay Steven Hill


Jay S. Hill, Trustee

Jay S. Hill, Trustee

STATE OF MINNESOTA
SS
COUNTY OF BELTRAMI

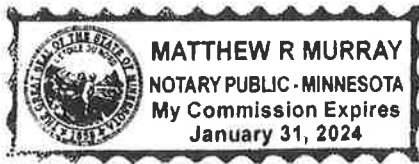
The foregoing instrument was acknowledged before me this 9 day of July, 2021,
by Jay Steven Hill, a single person.

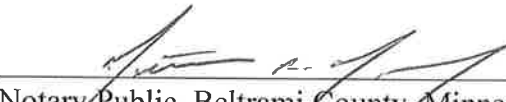



Notary Public, Beltrami County, Minnesota
My Commission Expires 1-31-2024

STATE OF MINNESOTA
SS
COUNTY OF BELTRAMI

The foregoing instrument was acknowledged before me this 9 day of July, 2021,
by Jay S. Hill, Trustee and successor Trustee of the Jay S. Hill Trust under agreement dated
July, 1, 2019, as amended.




Notary Public, Beltrami County, Minnesota
My Commission Expires 1-31-2024

This instrument was drafted by:
Jay Hill
3801 Bemidji Ave N
Bemidji, MN 56601