

DECLARATION OF COVENANTS AND RESTRICTIONS

Declarant, Russell Fish and Arlene Fish, are the fee owners of certain property in Koochiching County, Minnesota, more particularly described as follows:

Lots 1 through 21, inclusive, Block 1, Eagle Place on Rainy River, according to the recorded plat thereof.

Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The land shall be used for private residential purposes only. No group homes, daycare centers or business or commercial activity shall be permitted within the area of the land described above except home occupations that do not require signs or significant customer traffic.

2. Lot owners may provide for the construction of residential structures which shall have a main living area of not less than 1200 square feet, with the narrowest dimension of the structure to be no less than 24 feet, and the minimum living area shall be exclusive of any garage, porch, patio or similar appurtenance. Residences must be earth tone colors and blend with the environment.

3. Outbuildings on each lot shall be of a permanent nature and constructed with materials and appearance consistent with the main residence, and shall be built no closer than 600 feet to the Rainy River. Outbuildings shall have side walls of 12 feet or less and shall be no larger than 28 feet by 30 feet.

4. No trailers, mobile homes, tent trailers or other mobile or temporary structures shall be kept or maintained on any lot for the purpose of habitation. This provision shall not be construed to prohibit occasional tenting.

5. Garbage, trash, solid waste and junk shall be removed at reasonable intervals, and each lot shall be maintained in a clean, safe, and attractive condition, with refuse, trash, building materials or trailers effectively screened from view.

6. There shall be no further subdivision of the parcels, nor shall the private road within the plat be extended to access other properties outside of the plat

7. The lots are accessed by a private road as described in private road easement and the plat. All lot owners shall share in the costs of improvement, maintenance, upkeep, plowing, grading, and repair of the roadway. Each lot shall pay 1/21 of said costs. Maintenance, repair, improvement, and upkeep decisions shall be voted on and agreed to by a majority of the lot owners, each lot entitled to one vote.

8. No livestock or other animals shall be kept on the premises, except domesticated household pets.

9. Each building lot owner on the above described premises shall have the right to proceed against any person violating or attempting to violate any provision contained herein, to prevent and abate such violation and to compel compliance with the terms of this instrument.

10. Variance from the provisions hereof may be granted by a vote of the owners of 80% of said lots (each lot being entitled to one vote.) A statement of said variance shall be duly acknowledged and filed in the office of the County Recorder for Koochiching County, Minnesota, and shall be conclusive and binding upon all owners that the variance is in compliance with the provisions hereof and the deviation shall be waived to the extent thereof.

11. The grantees of deeds conveying land in the above described premises, by the acceptance of such deeds, bind themselves, their respective heirs, devisees, executors, administrators and assigns, that the land and buildings thereon, or to be erected, shall be used and occupied in compliance with the provisions of this instrument.

12. Enforcement of these provisions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions either to restrain violation or to recover damages. The invalidation of any one or more of the covenants, restrictions, conditions or provisions herein contained, or any part or parts thereof, shall in no way affect any of the other provisions hereof and they shall remain in full force and effect.

13. These restrictions shall be in addition to those imposed by the applicable Zoning Ordinances.

