



1214153

CAROL SCHMALTZ
OTTER TAIL COUNTY
RECORDER/REGISTRAR OF TITLES
FERGUS FALLS, MN
RECORDED ON
11/02/2018 02:51 PM
FEE: 46.00
PAGES 3
WELL CERTIFICATE REC'D: N

**DECLARATION OF RESERVATIONS, COVENANTS
AND RESTRICTIONS FOR THE BEACH ON CRYSTAL LAKE
A RECORDED PLAT**

Made this 3 day of Oct. 2018, by Scot and Kris Manthe, husband and wife, hereafter referred to as the "Declarant."

WITNESSETH: That the Declarant is the owner of certain real property in Otter Tail County, State of Minnesota, known as The Beach on Crystal Lake, a recorded plat (hereafter the "Property"); and

WHEREAS, Declarant desires to create on the Property a community of single family residences; and

WHEREAS, Declarant desires to subject the Property to the covenants, reservations, restrictions, and conditions hereafter set forth, each and all of which is and are for the benefit of the Property.

NOW, THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, reservations, restrictions, and conditions (sometimes hereafter referred to as "covenants and restrictions") hereafter set forth, which covenants and restrictions shall operate as equitable restrictions or easements passing with the conveyance of every lot in the Property and shall apply to and bind every successor in interest of the parties hereto and are imposed upon said premises as a servitude in favor of said plat and every lot therein:

Section 1. Home Area and Construction. No dwelling shall consist of less than a 1,200 square foot "footprint" of living space, exclusive of breezeways, open porches, garages or decks. Construction shall be of good quality, using new materials. No used structures can be moved in. All residential structures shall be finished both inside and outside, excluding any basement. All structures constructed upon any tract shall be totally completed on the exterior thereof within twelve (12) months after commencement of construction. Commencement of construction shall mean the date of setting of the footings. All buildings must be of an improved exterior facing such as brick, natural stone, cedar shakes, wood siding, logs, or other materials commonly approved as good quality exterior finish. All buildings must be constructed in a workmanlike manner and built on a foundation of stone, masonry block or poured concrete. The exterior of the buildings shall be compatible with the area and all colors shall be in an earthtone, the basic coloring of buildings to fit with the general development and design of the area. No basement only structure shall be built on any lot.

Declarant shall have final approval of the proposed buildings prior to commencement of construction to ensure that structures are typical /consistent to the area. This approval must be documented in writing prior to commencement.

It is the intent of the declarant to maintain the beauty of the Property in its natural state as much as possible. This means that all lot owners will seek to preserve all mature trees outside of the building site with retention of all large trees such as birch, oak, maple, ash, and basswood.

Section 2. Outbuildings. Outbuildings shall be constructed with good quality, new material. No used structures can be moved in. Outbuildings must be finished on the exterior using colors consistent with the home. No galvanized siding is allowed.

Section 3. Temporary Structures. No single-wide or double-wide mobile home, tent or shack shall be permitted on the property and used as a permanent or seasonal residence, nor shall any structure of a temporary character be used as a residence. Travel trailers and campers shall be permitted to be used as a seasonal dwelling for no more than 5 years from the date a lot is initially sold by the declarant. This restriction is not intended to restrict the storage of properly licensed trailers and campers on the premises where they are routinely used for travel as long as they are not hooked up to the water and sewer systems serving the property and otherwise comply with the provisions hereof.

Section 4. Outside Storage. No permanent outside storage shall be permitted, save and except for refuse containers mentioned in accordance with Section 5 hereof, and further save and except for the storage of functioning snowmobiles, atv's, boats, trailers, campers, golf carts and other seasonal items frequently used, provided they are not kept closer than 35 feet to the right-of-way of any public road and 10 feet from any property line.

Section 5. Refuse, Rubbish, Storage and Maintenance. No tract shall be used or maintained as a dumping ground for rubbish, except for the temporary accumulation of building materials during construction of improvements and dwellings. The builder or owner shall promptly dispose of, or remove, all leftover building materials in a timely fashion. Trash, garbage or other waste shall be kept in sanitary containers designed for that purpose. All receptacles or other equipment used for the storage or disposal of rubbish shall be kept in a clean and sanitary condition. No disabled or junked motor vehicles, recreational equipment and/or other wheeled or tracked vehicles, or the bodies, engines, or other parts thereof shall be placed or stored openly and visibly upon the premises. Each tract shall at all times be maintained in a clean and sanitary condition, including the regular mowing of grass in non-wooded areas, and the removal of weeds, rubbish and trash thereon and therefrom. The exterior appearance of all structures shall at all times be kept in good repair and appearance.

Section 6. Noxious Activity. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any property, except that dogs, cats, and other household pets may be kept provide that they are not kept, bred or maintained for any commercial or business purpose.

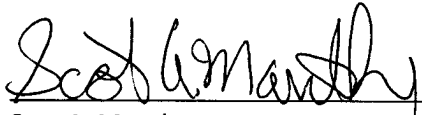
Section 8. Commercial Establishment or Business. No commercial establishment or business other than a "home office" may be located on the premises.

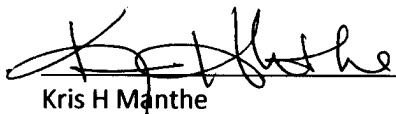
Section 9. Term; Reservation of Power to Alter, Modify, Amend, Annul or Waive Restrictions. All provisions of this Declaration shall remain in full force and effect until thirty (30) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each , unless

an agreement to terminate this Declaration is executed by at least 70 percent of the owners of the Property. Save and except for the provisions of Sections 9 through 12, the requirements of any of the restrictions and prohibitions herein contain may be altered modified, amended, annulled or waived if a minimum of 70 percent of the owners of the Property consent in writing. For purposes of this paragraph, the owners of any one lot, collectively have only one vote whereas the owner of more than one lot shall have one vote for each lot owned. Nothing herein contained shall be construed to require the written consent of a lien or easement holder to any such amendment, modification, etc., unless the lien claimant has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 10. Enforcement. As hereinbefore stated, the covenants, restrictions and prohibitions herein contained are for the benefit of the owners from time to time of the several lots in the Property, and the power and privilege of enforcement thereof against any party or parties who shall violate or attempt to violate the same is granted to any and all parties in interest in any parcel or lot in the Property. Enforcement of these covenants and restrictions may 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 compel compliance, and/or to recover damages and/or to enforce any lien created by those covenants. Attorneys' fees and costs of any such action(s) to restrain violation and/or to recover damages as determined by the Court shall be assembled against and payable by any person violating the terms contained herein.

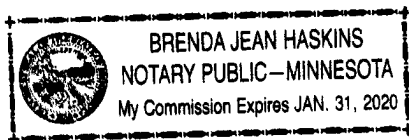
Section 11. Severability. The provisions hereof are declared to be severable, and should any section , paragraph, clause or provision hereof be declared by any judgment or Court order to be invalid, the same shall not affect the validity of the provisions herein as a whole, or in part thereof, other than the part so declared to be invalid.

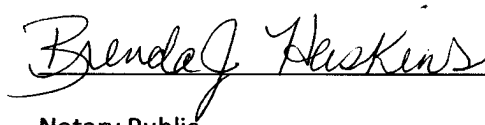

Scot A. Manthe


Kris H Manthe

STATE OF MINNESOTA)
)ss
COUNTY OF ~~OTTER TAIL~~)
 Clay

The foregoing instrument was acknowledged before me this 3rd day of October, 2018, by Scot and Kris Manthe, husband and wife.




Notary Public