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THEODORE J STOCKE
717 CREEKSIDE CIRCLE
DULUTH MN 55811

REC'D 8/30/07 12:22:12

OFFICE OF THE COUNTY RECORDER
CARLTON, MINNESOTA

CERTIFIED, FILED, AND
RECORDED ON
08/30/2007 02:35PM

REC FEE: \$46.00
PAGES: N 6
KRISTINE BASILICI
CARLTON COUNTY RECORDER

BY Jmc Dep

EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (this "Declaration") is made this 29 day of August, 2007, by SERENITY WOODS, LLC, a Minnesota limited liability company ("Declarant").

WHEREAS, Declarant is the owner of all of the property located within the plat of SERENITY WOODS (the "Property"); and

WHEREAS, Declarant, as owner of the Property, has decided to impress the Property with Restrictive Covenants as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that as owner of the Property, Declarant does hereby impress all the Property with the Restrictive Covenants set forth on Exhibit "A" attached hereto and made a part hereof for all purposes.

EXECUTED as of the date first set forth above.

SERENITY WOODS, LLC,
a Minnesota limited liability company

By: [Signature]
Theodore J. Stocke, Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF Carlton)

The foregoing instrument was acknowledged before me this 9th day of August, 2007, by Theodore J. Stocke, the Chief Manager of SERENITY WOODS, LLC, a Minnesota limited liability company, on behalf of said limited liability company.

[Signature]
Signature of person taking acknowledgment

This Instrument was Drafted by:
RUDY GASSERT YETKA & PRITCHETT, P.A.
123 Avenue C
Cloquet, Minnesota 55720 (218) 879-3363

DCP  **DIANE MARIE BONG**
Notary Public-Minnesota
My Commission Expires Jan 31, 2008 www.mn.gov/notary

EXHIBIT A

SCHEDULE A SERENITY WOODS CONSTRUCTION AND BUILDING REQUIREMENTS

Floor Area:

- a. One story dwellings must have an above ground grade finished floor area of not less than 1,000 square feet.
- b. One and one-half story dwellings must have an above ground grade finished floor area of not less than 1,500 square feet.
- c. Two story dwellings must have an above ground grade finished floor area of not less than 1,600 square feet.
- d. Split level dwellings must have an above ground grade finished floor area of not less than 900 square feet.
- e. In the computation of floor area, the same shall not include any porches, breeze ways, attached garages, or basements.

Design and Construction:

- a. All dwellings and outbuildings must have a roof pitch of 5/12 or greater, a minimum of eight foot high sidewalls per story, and a minimum of 18 inches of roof soffit.
- b. No trailer, mobile home dwelling known in the housing industry as single-wide or double-wide, basement, tent, shack, garage, barn or other out-building erected or placed in or on the lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure shall be removed from another site and placed on any lot for a permanent or temporary residence.
- c. All dwellings shall have a driveway running from a street to the dwelling, which must be a sufficient area to park at least two cars entirely off the street.
- d. Not more than thirty-six inches of concrete block or poured concrete foundation shall be exposed on any building, excepting the rear of walkout-type residences, and any such exposed materials shall be painted or covered with brick, stucco, stone veneer or similar permanent shielding material.
- e. Any dog run, trash receptacle, tool shed or other outside structure of like nature shall be properly screened from view from the front street by reasonable shrubbery or decorative dense vegetation. Trash receptacles may be placed curbside on collection day only.

EXHIBIT A

- f. All utility connection facilities and services shall be underground.
- g. Antennas and towers shall not be permitted forward of the front building line of the residence.

EXHIBIT A

EXHIBIT A SERENITY WOODS RESTRICTIVE COVENANTS

I. No Cut/No Build Areas

No structure of any sort shall be constructed or placed upon any portion of a lot which is designated on the Plat as "rear yard setback". Other than as necessary or required in connection with the initial construction of the improvements to the Plat, or as may be necessary for the safety of persons or property, no cutting of live vegetation shall take place upon any portion of a lot which is designated on the Plat as "rear yard setback".

II. Building and Use Restrictions. Except as specifically designated, the following restrictions shall apply to all lots within the Plat, but not to any Outlots.

- A. No lot or lots or any part thereof shall be used for any purpose except for single family residential purposes. No commercial enterprises of any kind shall be conducted upon any of the lots in the Plat. No commercial equipment of any kind may be kept, stored or parked on any lot, unless contained within a permitted structure. Service and delivery vehicles may be parked on a lot while they are being used in conjunction with the service or deliveries rendered.
- B. No single family dwelling unit erected on any lot in the Plat shall exceed two and one-half stories in height (exclusive of basement). Every single family dwelling erected on any lot in the Plat shall be constructed of brick, masonry, dryvit, wood or other permanent type of construction. No lots shall be used as a storage depot for building material except during the actual construction period, which shall not exceed twelve months. After construction is completed, all lumber, bricks, blocks and other construction materials and debris shall be removed immediately.
- C. No inoperable or damaged vehicle shall be parked or maintained on any lot unless the same is within an enclosed garage area.
- D. No fowl, livestock, or other animals, except such customarily domesticated animals as dogs and cats, shall be kept, stabled or penned on any lot or brought onto any lot, and all such animals must be confined on said lot in accordance with local ordinances and state law. No such animal shall be allowed to run at large at any time. Outdoor kennels for more than two dogs are prohibited, and no lot owner may keep more than two dogs at his/her property. Cats shall not be permitted out of doors unless on a leash. No dog which barks incessantly or repeatedly shall be kept on any lot in the Plat.

EXHIBIT A

- E. Each lot owner will be responsible for maintaining his/her lot in a reasonably neat condition and shall do nothing on a lot which renders it unattractive, unsightly, or a nuisance to the Plat or other lot owners. No structure may use a heating system which is located outdoors and is of the wood burning, corn husk/pellet burning or similar type.
- F. During the period of actual construction of a single family dwelling or permitted accessory buildings on a lot, the owner thereof shall require all contractors, subcontractors or other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris. Contractors/workmen/owners shall be responsible for maintaining the street by keeping it clear of mud, potholes or other damage due to construction traffic or shall pay the Declarant for the costs of maintaining or repairing the street, at the Declarant's sole option.
- G. All swimming pools must be of permanent "in ground" type construction. No above ground pools, either temporary or permanent (except temporary children's-type wading pools) are allowed.
- H. No dwelling shall be constructed or permitted to remain upon any lot in the Plat unless it meets the requirements set forth on Schedule A. No dwelling, garage or accessory structure shall be erected until building plans, specifications, and site plans (with building locations staked on the ground) have been approved by the architectural control committee, and a building permit has been issued by the Town of Thomson. The said architectural control committee shall be run exclusively by Declarant until Declarant no longer has an ownership interest in any lot in the Plat; thereafter it shall cease to exist. No detached garage or accessory structure may be constructed on a lot unless the dwelling is constructed prior to or simultaneously therewith. All accessory structures to the dwelling shall have the same or matching design, complimentary roof pitch and exterior finish.
- I. All improvements made on any lot shall be designed so that surface runoff follows the drainage coursed designated on the Plat.

III. General Provisions

- A. These Restrictive Covenants are to run with the land and shall be binding upon and inure to the benefit of all parties and all persons claiming under them for a period of thirty years from the date of the recording hereof, unless it is agreed by seventy-five percent (75%) of lot owners (governed by one vote per lot), in writing, to amend the covenants in whole or in part. Any amendments adopted shall be effective upon filing same in the office of the

EXHIBIT A

Carlton County Recorder or Registrar. Upon completion of the initial term of these Restrictive Covenants, they shall automatically renew for successive periods of ten years, subject to any amendments that may have been adopted as set forth herein.

- B. Notwithstanding the preceding paragraph III.A or any other provision of these Restrictive Covenants to the contrary, Declarant shall be deemed to have the exclusive right to amend these Restrictive Covenants until Declarant no longer has an ownership interest in any lot(s) in the Plat.
- C. Enforcement of these Restrictive Covenants shall be by proceeding at law or in equity in Carlton County District Court, by any owner of property in the Plat against any person(s) violating or attempting to violate any Restrictive Covenant, either for injunctive relief or for damages, or both.
- D. Invalidation of any one or more of these Restrictive Covenants by judgement or court order shall in no way effect any of the other provisions which shall remain in full force and effect.