

The Narrows Lakeshore Addition Covenants

#431582
OFFICE OF COUNTY RECORDER

State of Minnesota, County of Cass
I hereby certify that the within instrument
was filed in this office for record on the
20 day of Dec. A.D. 20 00
at 9:10 O'clock 1 M and was duly
recorded as Micro Doc. No. 431582

Claudine Kayser
COUNTY RECORDER

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth by Richard Dahlager and Marjorie Dahlager, husband and wife; Edwin Hammersten, a single person; David Larson and Angele Larson, husband and wife; Carol McCarthy, a single person; and Robert Savre and Avis Savre, husband and wife; hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property platted as "Narrows Lakeshore Addition", located in the Township of Wabedo, in the County of Cass, State of Minnesota, which is more particularly described as:

Lot 1	Edwin Hammersten
Lot 2	David and Angele Larson
Lot 3	Robert and Avis Savre
Lot 4	Carol McCarthy
Lot 5	Richard and Marjorie Dahlager
Lot 6, Block 1; Lot 1, Block 2; and Outlot A	Narrows Lakeshore Association, Inc.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, 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 parties thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

1. *"Association"* shall mean and refer to The Narrows Lakeshore Association, Inc.
2. *"Owner"* shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. *"Properties"* shall mean and refer to that certain real property hereinbefore described.
4. *"Common Areas"* shall mean Lot 6, Block 1; Lot 1, Block 2 and Outlot A, which are owned by Narrows Lakeshore Association, Inc.
5. *"Lot"* shall mean Lots 1 through 5 inclusive, of Narrows Lakeshore Addition, as shown upon the plat of record.
6. *"Declarant"* shall mean the persons referred to hereinabove, and as signatories of this agreement, their heirs, successors and assigns.

ARTICLE II

PROPERTY RIGHTS

1. Owner's Easement of Enjoyment. Every owner shall have the right of an easement for the enjoyment of any common easement or utility easement necessary for the Owner's use and enjoyment and Owner's unit.
2. Use of Common Areas. Each Owner shall have the nonexclusive right of use and enjoyment of the Common Area, subject to the common use of all other owners to the commons areas. No use by any person of a common area shall deprive the reasonable use of the commons areas by any other Owner.
3. Docks. The Association shall own and determine the location for all docks. Usage by each individual owner shall be assigned by the Association.
4. Boat Lifts. Each Owner shall be entitled to locate a boat lift at such an area as assigned by the Association. Each owner shall be entitled to store the boat lift on the shore or beach during the winter season.
5. Storage Items. Other items of storage which are owned by any Owner or the Association shall be stored at such locations as assigned by the Association. The Owner of each lot shall be entitled to locate on each lot a storage shed, subject however, to the provisions of Article V, and also further provided that the Owner does not have a garage or storage area available in the common area by lease from the association and/or personal garage.

6. Outbuildings or Garages. The Owners may locate any outbuildings or garages upon the common areas, all of which shall be pursuant to a ground lease to be arranged between an individual owner and the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. The Association shall have one class of voting membership, and two votes shall be allocated to each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they determine, but in no event shall more than two votes be cast with respect to any Lot. In the case there are more than two Owners, the Owners shall register with the Association the person and/or persons (not more than two), who shall be entitled to cast the vote on behalf of any particular lot.

3. Meeting and Voting shall be according to the by-laws of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and

(2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas or common easements for utilities, including but not limited to lawn care and maintenance, driveway care and maintenance, easement maintenance, snow removal, insurance premiums (if any) imposed by Article VI of this agreement, and any other costs or charges determined necessary by the Association.

3. Current Monthly Assessment. Until otherwise modified by the Association, the monthly assessment shall be \$100.00 per lot. The Board of Directors of the Association may affix annual assessments in some other amount, pursuant to the Bylaws of the Association. Any revised monthly assessment shall come into effect thirty (30) days next following notice to each owner.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the majority of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Procedures for Any Action Authorized Under Section 3 and 4. All procedures shall be according to the by-laws of the Association.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on a date specified by the Board of Directors commencing the month following the implementation of these declarations and covenants by filing in the County Recorder's Office.

8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his or her Lot.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

1. Existing Structures or Replacements. No building, fence, wall or other structure shall be commenced, erected or maintained upon any property in which one structure is located, nor shall any exterior addition to or change or alteration therein be made to any one structure until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association.

2. Trees, Shrubbery and Vegetation. No trees, shrubbery or vegetation shall be planted on any lot which shall restrict access to or the view of the beach or lake by any other property owner.

3. Approval of Structural Remodeling. The plans, specifications and visual appearance of any structure on the property shall be approved by the Association in all cases, notwithstanding any quorum requirement to the contrary, and shall be approved by at least seventy-five percent (75%) of the votes eligible to vote. Approval by the Board of Directors is absolute and final, and no parties shall be entitled to any claim of discrimination or unfair treatment based upon a vote of the Board of Directors of the Association as required herein.

ARTICLE VI

INSURANCE

Each Lot Owner shall obtain suitable property insurance covering hazards and destruction of his or her premises as a result of fire, wind, floods or other acts of God. Said insurance will be for an amount sufficient to allow total reconstruction of the improvements located upon the Lot. In the alternative the Association has the authority to obtain a full coverage insurance policy for all structures which are located upon the lots and directly assess each Lot Owner for his or her pro rata share of said property insurance as provided for in Article IV herein. If any Lot Owner fails to obtain property insurance as provided herein, the Association shall have the authority to obtain property insurance to cover the improvement located on the Owner's Lot and to directly assess said costs for insurance against the Lot Owner as provided for in Article IV. Each Lot Owner shall be obligated to provide to the Association proof of insurance on a yearly basis. Failure of any Lot Owner to provide such proof of coverage shall be deemed a failure to provide coverage and the Association may proceed to obtain alternate coverage. All insurance obtained pursuant to this provision shall be used for the purpose of reconstruction and repair of said units without exception to meet or exceed the standard of quality and aesthetics prior to the occurrence of the hazard or destruction. Where allowed by law the owners shall rebuild and repair said units. No Owner shall be allowed to "cash" said policies of insurance, except for excess proceeds not used for reconstruction or replacement of said damaged units. In the case of a catastrophic loss when there is insufficient insurance to provide for replacement, and the Owner chooses not to repair or reconstruct the unit, the Owner is obligated to remove all debris, foundations and other evidence of the unit, followed by leveling the premises to grade and reseeding the building site with grass.

ARTICLE VII

PROPERTY USE RESTRICTION

The following property use restrictions are imposed upon all lots, including the common areas, waived only by the Association upon proper motion and vote.

1. Application of General Laws and Regulations. All terms, provisions, regulations, and conditions of any applicable township, county, or state statute, ordinance, regulation or standard shall be and remain in full force and effect. Nothing in these conditions, covenants, and restrictions shall conflict with any State, County, or local statutes, law, ordinances, or regulations, and in the event there is a conflict the later shall prevail.

2. Prohibited Activity. No noxious or offensive trade or activity shall be carried on upon the subject property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In no case shall any Owner operate any form of a business or commercial venture upon any lot.

3. Storage. No on-site unhoused storage will be allowed for excess material and infrequently used vehicles. Snowmobiles, boats, trailers, campers, golf carts, and other seasonal items frequently used will be allowed, provided they are not kept closer than 25 feet from any plated roadway, and at locations designated by the Association.

4. Animal. No animals, livestock, or poultry (except dogs, cats, birds and other pets for household enjoyment and not for commercial purposes) shall be kept, raised or bred on the subject property.

5. Rubbish, Trash or Garbage. No lots shall be used or maintained as a dumping ground for rubbish, trash, or garbage, nor shall any waste be kept on said premises, except in sanitary containers.

6. Incineration and Rubbish Disposal. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, county, and/or other regulations.

7. Erosion Prevention. To prevent erosion, vegetation may not be removed between the top of the bluff and the water's edge of Mule Lake. In no case may any soils be removed, replaced, changed, altered or excavated between the top of the bank to Mule Lake, without the express authority of the Association and in compliance with all ordinances, laws, regulations and permit requirements.

8. Rental of Units. To preserve the use and enjoyment of all of the owners and their guests, the rental of any unit to third parties is limited, unless the Board of Directors authorizes special permission to a member. In any case, 50% of all rental fees received by an Owner for rental of the unit shall be paid to the Board of Directors of the Association, unless otherwise authorized by the Board of Directors of the Association.

ARTICLE VIII

GENERAL PROVISIONS

1. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, or as provided herein by Arbitration, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the

first twenty (20) year period by an instrument signed by not less than 75% of the total votes eligible to vote. Any amendment must be recorded against all of the above stated Lots in the County Recorder's Office.

4. Annexation. Additional residential property and Common Areas may be not be annexed to the Properties.

5. Special Assessment by Local Public Authority. All special assessments levied against any of the Lots by the Public Authority for the purpose of streets, alleys, curbs, gutters, sewer, water, parks, or other municipal improvements shall be presumed to equally benefit all Lots and the Association shall determine each Lot Owner's respective share of the municipal assessments and shall directly assess said Lot Owners for their prorata share as provided in Article IV herein.

6. Utilities. All Lot Owners acknowledge that certain common entrances exist to the properties for sewer, water, electric, gas, and telephone. These common entrances shall be maintained by the Association and the Members shall be individually assessed for the maintenance of these common entrances pursuant to Article IV herein. The Association or anyone acting on behalf of the Association shall have the authority to enter upon the easements granted for utilities as shown in the plat or plan of The Narrows Addition, for the purpose of repair or replacement of the utility entrances so long as the soil or other topography of the easement area is returned to its previous condition.

ARTICLE IX

WATER AND SEWER

All waterwells and waste disposal/septic systems shall be exclusively owned and controlled by the Association. Each Owner shall have the right to connect each lot to the water and waste disposal system, and shall have a right of easement for necessary piping. All maintenance, repair, replacement and operation of the systems shall be the responsibility of the Association and subject to the provisions of Article IV for assessment accordingly.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands this 15th day of October, 2000.

By Richard Dahlager
Richard Dahlager

By Marjorie Dahlager
Marjorie Dahlager

By Edwin Hammersten
Edwin Hammersten

By David Larson
David Larson

By Angele Larson
Angele Larson

By Carol McCarthy
Carol McCarthy

By Robert Savre
Robert Savre

By Avis Savre
Avis Savre

State of Minnesota
County of Hennepin } ss.

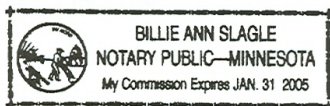
I, Kathleen L Ringsred, a notary within and for said county and state, do hereby state that on the date above written personally appeared Richard Dahlager and Marjorie Dahlager, husband and wife, who executed the foregoing instrument as their free act and deed for the purposes therein stated.



Kathleen L Ringsred
Notary Public - State of Minnesota.
My commission expires: 1/31/05.

State of Minnesota
County of Cass } ss.

I, Billie Ann Slagle, a notary within and for said county and state, do hereby state that on the date above written personally appeared Edwin Hammersten, a single person, who executed the foregoing instrument as his free act and deed for the purposes therein stated.



Billie Ann Slagle
Notary Public - State of Minnesota.
My commission expires: 1/31/05.

State of Minnesota }
County of ANKOTA } ss.

I, KELLY WADDING, a notary within and for said county and state, do hereby state that on the date above written personally appeared David Larson and Angele Larson, husband and wife, who executed the foregoing instrument as their free act and deed for the purposes therein stated.



Kelly Wadding
Notary Public - State of Minnesota.
My commission expires: 1/31/05.

State of Minnesota }
County of Scott } ss.

I, Geri Scherr, a notary within and for said county and state, do hereby state that on the date above written personally appeared Carol McCarthy, a single person, who executed the foregoing instrument as her free act and deed for the purposes therein stated.



Geri Scherr
Notary Public - State of Minnesota.
My commission expires: 1/31/05.

State of Minnesota }
County of CASS } ss.

I, MICHAEL R. SAVRE, a notary within and for said county and state, do hereby state that on the date above written personally appeared Robert Savre and Avis Savre, husband and wife, who executed the foregoing instrument as their free act and deed for the purposes therein stated.



Michael R. Savre
Notary Public - State of Minnesota.
My commission expires: 1/31/05.

THIS INSTRUMENT DRAFTED BY:
Gavin, Olson & Savre, Ltd.
1017 Hennepin Avenue
Glencoe, MN 55336