

**DECLARATION OF COVENANTS
RESTRICTIONS AND EASEMENTS
REGARDING THE DEVELOPMENT OF
KOONS' LAKE POINTE ADDITION**

THIS DECLARATION, made this June 26, 19 95, by Richard W. Koons, (hereinafter called the "Developer")

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in the plat of Koons' Lake Pointe Addition, on file and of record in the office of the County Recorder in and for Chisago County, Minnesota.

NOW THEREFORE the Developer hereby declares that all of the lots in said plat of Koons' Lake Pointe Addition shall be held, sold and conveyed subject to the following easements, restrictions, and covenants, which shall run with the aforesaid real property and shall 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.

**ARTICLE I
DEFINITIONS**

Section 1. **"Owner"** shall mean and refer to the record owner, whether one or more person or entities of a fee simple title to any lot in said plat of Koons' Lake Pointe Addition including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2. **"Property" and "Properties"** shall mean and refer to that certain real property platted in the plat of said Koons' Lake Pointe Addition.

Section 3. **"Lot"** shall mean and refer to any lot shown upon the recorded plat.

Section 4. **"Developer"** shall mean and refer to the undersigned, its successors and assigns, if such successors or assigns should acquire one or more undeveloped lots from the Developer for the purpose of development.

Section 5. **"Unit"** shall refer to the dwelling facility located upon a given lot.

Section 6. **"Front Yard"** shall mean and refer to the lot area abutting the platted street known as Lake Pointe Drive.

**ARTICLE II
PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS**

Section 1. **USE OF UNITS.** Each Unit shall be used for residential purposes only, and no trade or business of any kind (with the exception of an administrative office within the residence) may be carried thereon. Lease or rental of a Unit for residential purposes shall not be considered a violation of this covenant, nor shall showing for sale or model unit showing be a violation.

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Section 2. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. Nothing shall be done or kept in or on any lot or Unit to increase the rate of insurance on the Properties or any part thereof, nor cause any violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Properties shall be committed by any Owner or invitee of any Owner and each Owner shall indemnify and hold harmless the other Owners against loss resulting from any such damage or waste caused by him or his invitee, to the Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or any part thereof.

No inoperable motorized vehicles shall be kept on any Lot nor on the street for a period longer than 72 hours. No more than two motorized vehicles shall remain outside of the structures on any Lot nor on the street for a period longer than 14 days.

No structure of any temporary character, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residency, either temporarily or permanently.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except a dog, cat or other household pet which may be kept provided it is not kept or bred for any commercial purpose.

ARTICLE III GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Developer shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of the Declaration. Suit to enjoin or remove any construction, additions, or alterations for violating this Article may be instituted at any time.

In seeking redress, the Owner, if found to be in violation of this Article, shall be responsible for all costs incurred by the Developer in prosecuting the claim, including, but not limited to, reasonable attorney fees, costs of suit, and compensation paid other independent professional advisors. Failure by the Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by court order or judgment, shall not affect any other provisions which shall remain in full force.

ARTICLE IV DESIGN AND CONSTRUCTION STANDARDS

Section 1. DESIGN. Only one single-family residential structure with a double attached providing storage for a minimum of two cars may be constructed on a lot. The structure must have a minimum gross living area of 1200 square feet for a one-story; 1200 square feet minimum gross living area for the upper floor and entry area of a split-level; or 2000 square feet minimum if a two-story residence. Porches, garage areas, full and walk-out basements square footages shall be excluded in computing the minimum square footage.

Exteriors. Exteriors of all structures shall be finished with either brick, stucco, or conventional siding, or a combination thereof. If any addition is added on to the original structure after initial construction, the addition's exterior shall be completed to conform with the

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exterior of the existing structure. All exterior work on any structures shall be completed within six months after commencement of construction.

Accessory Buildings. Accessory buildings shall be limited to one per lot with a maximum size of 200 square feet and the construction and exterior siding must be identical to the dwelling on that lot. No accessory buildings shall be located on any front or side yard and must be placed behind the residential structure.

Construction. All units must be new, on-site construction. No two residential proposed structures located on adjoining lots with the exact same design shall be constructed within three hundred (300) feet of each other. All structures must comply with the requirements of the Chisago City Zoning Ordinances and the Uniform Building Code.

Driveways. All improved lots shall be required to have a hard-surfaced driveway leading from the paved street to the garage within 9 months of occupancy; and all motorized vehicles parked outside must remain on this driveway.

Lawns. All lawns will be sodded or seeded within 9 months of occupancy. Only minimal tree and brush removal will be allowed on each lot in order to preserve Koon's Lake Pointe Addition's natural state.

Towers, Antennas, Satellite Dishes. No wind generating electrical towers, radio towers, or the like will be allowed. Antennas or satellite dishes may not project more than 15 feet above the highest peak of the dwelling unit located on the lot.

Lot Setback Requirements. No structures on any lot shall be located closer than fifteen (15) feet from any side lot line. No structure on any lot shall be located closer than thirty (30) feet from the front lot line of that lot. No structure on any lot shall be setback more than fifteen (15) feet (on the buildable portion of the lot) from the adjoining structure's rear building line, without approval of the Developer, so that uniformity in visibility and maximum lot use may exist. No structures shall be located closer than fifty (50) feet from the Ordinary High Water Mark of Wallmark Lake.

Plan Reviewal. The Developer or a designated representative shall review all plans prior to construction and accept or reject same. A house plan must be acknowledged in writing by the Developer prior to issuance of a building permit.

By: Richard W. Koons
Richard W. Koons

State of Minnesota)
)ss.
County of Chisago)

The foregoing was acknowledged before me this 26th day of June, 1995,
by Richard W. Koons, a single person.

Kathryn S. Turner
Notary Public



This instrument was drafted by:

Richard W. Koons
11185 Lake Blvd.
Chisago City, MN 55013
(612) 257-5933

822800

OFFICE OF THE REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF CHISAGO

This is to certify that the within document was
filed in this office on the 27th day
of June 19 95 A.D. at
10:35 o'clock A. M.

DOCUMENT # 8228

CERT. # 3012-27 BK 10 & PG 314-20

Eleanor Higgins
11 1-9
Register of Titles

By E. J. Hille Dep.

9527
AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
RECORDED AS DOCUMENT NUMBER 8228

This ^{document} shall service to Amend Lot Setback Requirements.

Amend to read:

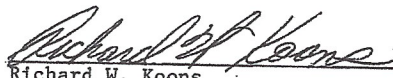
Lot Setback Requirements. No structures on any lot shall be located closer than ten (10) feet from any side lot line. No structure on any lot shall be located closer than thirty (30) feet from the front line of that lot. No structure on any lot shall be setback more than fifteen (15) feet (on the buildable portion of the lot) from the adjoining structure's rear building line, without approval of the Developer, so that uniformity in visibility and maximum lot use may exist. No structures shall be located closer than fifty (50) feet from the Ordinary High Water Mark of Wallmark Lake.

The platted property covered by the above-referenced Declaration of Covenants and Restrictions consists of fourteen (14) lots and Two (2) Outlots being Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Outlot A and Outlot B KOONS' LAKE POINTE ADDITION. The undersigned are all of the current owners of all 14 of said lots and 2 outlots.

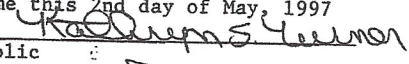
The undersigned hereby covenant and agree that the Lot Setback Requirements are hereby amended and shall be in effect from and after the date of recording of this Amendment.

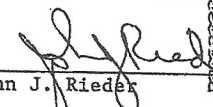

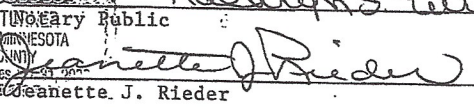
All other paragraphs, numbered or not numbered, appearing in the original Declaration of Covenants and Restrictions as Document Number 8228 shall be and remain the same.

IN WITNESS WHEREOF, the undersigned, being all of the owners of all of the lots affected by the above-referenced Declaration have signed this instrument.

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Richard W. Koons
(Developer and owner of Lots 2,3,4,5,6,7, 8,9,10,11,12,14 and Outlot A & Outlot B KOONS' LAKE POINTE ADDITION)

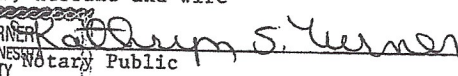
State of Minnesota
County of Chisago

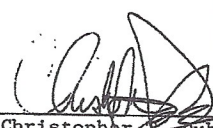

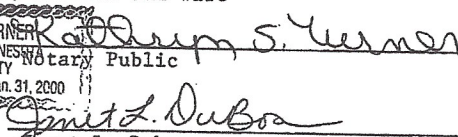
The foregoing instrument was acknowledged before me this 2nd day of May, 1997 by Richard W. Koons, ~~a single person~~ 


John J. Rieder


Jeanette J. Rieder

(fee owners of Lot 13, Block 1 KOONS' LAKE POINTE ADDITION)

State of Minnesota
County of Chisago

The foregoing instrument was acknowledged before me this 8th day of May, 1997 by John J. Rieder and Jeanette J. Rieder, husband and wife 

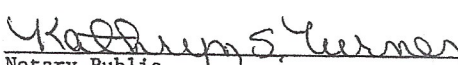

Christopher T. Dubose


Janet L. Dubose

(fee owners of Lot 1, Block 1 KOONS' LAKE POINTE ADDITION)

State of Minnesota
County of Chisago

The foregoing instrument was acknowledged before me this 7th day of May, 1997 by Christopher T. Dubose and Janet L. Dubose, husband and wife




Kathryn S. Turner
Notary Public

DRAFTED BY:
Chisago County Abstract
Chisago City, Mn 55013

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OFFICE OF THE REGISTRAR OF TITLES
STATE OF MINNESOTA
COUNTY OF CHISAGO

This is to certify that the within document was
filed in this office on the 12th day of
May 19 97 A.D. at
10:45 o'clock A. M.

DOCUMENT# 9527

CERT. # 3013-23 BK 10 & PG 315-20
3025-27 & 3210 - 11 1-5,7-9
3283 Eleanor Taylor 192&265

Registrar of Titles

By E. J. O'Brien Dep.