

PROTECTIVE COVENANTS - NORDIC WOODS

WHEREAS, RHL Properties, Inc., a Minnesota Corporation, is the fee owner of certain land known as Nordic Woods, located in the city of Elk River, as shown and of record in the Office of the County Recorder in and for Sherburne County, Minnesota.

AND WHEREAS, RHL Properties, Inc., a Minnesota Corporation, is desirous of creating protective covenants, restrictions and easements affecting all of the lots located in Nordic Woods, except Lot 6, Block 4, Sherburne County, Minnesota, as listed on Exhibit A hereto attached ("lots").

NOW, THEREFORE, the party above named does hereby establish and create the following protective covenants, restrictions and easements affecting the lots, meaning and intending to establish a uniform plan for the benefit of all the owners of the lots and to continue as covenants running with the land:

1. The provisions herein shall be binding on all parties hereto and all parties claiming under them for a period of five (5) years from the date these covenants are recorded.
2. All the lots shall be used only as residential lots and shall be improved and occupied in accordance with these restrictions and covenants.
3. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height. All dwellings shall have a minimum of a three (3) car garage for each dwelling unit. All building setbacks must be in accordance with the ordinances of the municipality.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. A TV satellite dish of 30" or less will be acceptable.
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purpose. No more than 2 cats and/or dogs shall be kept at any one time. No dog or other animal runs or structures for the housing of animals, including but not limited to dog houses, shall be constructed on any lot.
7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of no more than 5 square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

10. No trailers, boats, buses, motor homes, campers, snowmobiles or other types of recreational vehicles shall be parked on any lot for more than 48 consecutive hours unless such vehicle is parked within a garage located on such lot.

11. All driveways constructed within Nordic Woods shall be constructed of concrete or like material. No asphalt driveways are to be constructed.

12. Invalidation of any one or more of the provisions herein by judgement or Court Order shall not affect any of the other provisions, and these shall remain in full force and effect until the date of expiration.

13. Enforcement of the foregoing shall be proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or provision herein, either to restrain violation or to recover damages by any party hereto or party claiming under them.

14. Review by Committee. The Architectural Control Committee (ACC) is composed of Marcel Eibensteiner and Rick Lund, who shall serve until their resignation at which point, the resigning member of the Committee shall appoint a replacement, such replacement must be the owner of a lot in Nordic Woods. The ACC is to approve all plans, in writing, for size, design, exterior colors and location prior to obtaining a building permit. From and after the completion of construction and sale of each lot, no building, fence, wall or other improvement of any kind shall be commenced, erected or maintained upon such lot, nor shall any exterior addition or change or alteration therein be made 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, external design and location in relation to surrounding structures and topography by the ACC. All fences shall be constructed of wood, no chain link fence or the like will be allowed.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 2nd day of April, 1997.

RHL PROPERTIES, INC.