

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATIONS
PLAT OF ANDRUSIA HEIGHTS
BELTRAMI COUNTY, MINNESOTA**

Andrusia Heights Corporation is the owner of all lots within the plat of Andrusia Heights located in Beltrami County, Minnesota. By executing and recording this Declaration, the Declarant hereby declares, imposes upon, and makes Lots 1 through 28, Block 1, inclusive, within the plat of Andrusia Heights subject to the following covenants, conditions, restrictions and reservations (herein the "Covenants"). The Covenants shall run with the land and bind all persons who now or hereafter have any right, title or interest in any portion of the plat of Andrusia Heights. The benefit of the Covenants shall run with the land and inure to the benefit of all persons who now or hereafter have any right, title, or interest in any portion of the plat of Andrusia Heights.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any lot, other than the following: (a) one detached first class family dwelling not to exceed two-½ stories in height, excluding basement; (b) patio; (c) swimming pool; (d) garage for not more than three cars; (e) carport; and (f) customary outbuildings.
2. **DWELLING SIZE.** The ground floor area of the main structure (dwelling), exclusive of open porches and garages, shall be as follows:
 - a. A one story dwelling (for the purposes hereof, the basement shall not be considered a "story"), not less than 1,500 square feet.
 - b. A dwelling with a "split entry" or a "walk out" basement not less than 1,200 square feet on the upper or the above-ground floor.
 - c. A two-story dwelling (two floors above ground level, not less than 1,200 square feet on the ground floor level, but all such dwellings which have less than 1,500 square feet on the ground floor shall be required to have a garage attached to the dwelling.

3. **COMPLETION OF STRUCTURES.** When the construction of any building has once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time, and in any event, the exterior of all buildings shall be completely finished within 12 months from the time work is commenced thereon. With the exception of signs placed upon lots by the developers identifying them or identifying the subdivision or advertising lots for sale, no sign of any kind shall be displayed on any lot except one professional sign of not more than two square feet, or one sign of not more than six square feet, advertising the property for sale or rent, or signs used by builders and other developers to advertise the property during construction and sale.
4. **COMPLETION OF LANDSCAPING AND DRIVEWAYS.** Once construction of buildings is complete pursuant to paragraph 3 above, all driveways leading to the premises and/or attached garages shall be completed within one year, with all such driveways being topped with Class 5, asphalt, cement, or paving stone. All lawns shall be completely seeded and/or sodded within one year of completion of construction.
5. **PETS.** No animals, livestock or poultry of any kind, except household pets, shall be raised, bred or kept on any lot, nor shall any household pet be kept, bred or maintained for any commercial purpose. All pets shall be penned, housed or otherwise contained or controlled on the premises of the pet owner so as not to create a nuisance or annoyance to owners or occupants of any other lots.
6. **EASEMENTS.** Easements for installation and maintenance of utilities 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. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. No garbage, ashes, or other waste, or receptacles for any of the foregoing shall be placed or left on any lot so as to become a nuisance or annoyance to owners or occupants of any other lots. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition.
8. **WATER SUPPLY AND SEWAGE SYSTEM.** No individual water supply or sewage disposal system shall be permitted on any lot, unless such system is designed, located and constructed in accordance with the standards, requirements and recommendations of the Minnesota State Board of Health and all applicable laws and ordinances of Ten Lake Township, the County of Beltrami, and the State of Minnesota.
9. **NUISANCES.** No noxious or offensive activity or trade shall be carried on or permitted upon any lot, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to owners or occupants of any other lots.

10. GARAGES. No more than one detached garage and one attached garage (2 total) will be allowed on any one lot. Any garage constructed or maintained upon any lot shall conform in appearance with the residence on said lot. No garage or other outbuilding shall be placed, erected or maintained upon any part of such premises, except for the use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.
11. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, nor any mobile home or manufactured home, as defined by Minnesota Statutes, shall be used on any lot at any time as a residence, either temporarily or permanently. No trailers or habitable motor vehicles of any nature shall be kept, placed, stored or permitted to remain on any lot or on any public way abutting any lot in the plat of Andrusia Heights for more than fourteen (14) days in any calendar year, except the lot owner's own recreational equipment.
12. STORAGE OF MOTOR VEHICLES. No lot shall be used for the storage of unlicensed, junked or inoperable motor vehicles or parts thereof; and no more than one such vehicle shall be kept, stored or permitted to remain on any lot. Any such vehicle stored or kept on any lot shall be so located or screened so that its presence is not detrimental to the aesthetics of the area.
13. SETBACK REQUIREMENTS. All lots within the plat of Andrusia Heights shall have a minimum setback of at least twenty (20) feet from the side lot lines.

Notwithstanding the language in the previous sentence, Lot Thirteen (13) shall have a thirty (30) foot setback from the southeast boundary line and Lot Eighteen (18) shall have a thirty (30) foot setback from the south boundary line.
14. TERM. These Covenants shall run with the land and shall be binding upon and inure to the benefit of and be enforceable by the developers and the owner or owners of any of the lots within the plat of Andrusia Heights and their respective heirs, personal representatives, successors and assigns for a period of twenty-five (25) years from the date the same are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said Covenants in whole or in part.
15. NEW CONSTRUCTION AND PROHIBITION OF MOBILE/MODULAR/MANUFACTURED HOMES. All dwelling homes and garages to be constructed within Andrusia Heights shall be new, on site, construction. It is the intent of this provision to provide that the moving of existing homes or garages from other locations to Andrusia Heights shall be prohibited. No mobile homes, modular homes or manufactured homes, as defined by Minnesota Statutes, shall be allowed as dwellings or residences within the plat of Andrusia Heights.

16. COMPATIBILITY OF HOMES. All homes shall be designed to be sensitive to and compatible with the surrounding homes with respect to architectural style, materials, colors, and textures. All colors of homes shall be earth toned natural colors. There shall be no free standing lights located upon any docks.
17. ASSESSMENTS. Each owner of any lot, by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay any special assessments for capital improvements to be established and collected hereinafter provided. Any special assessment, together with interest, costs, and reasonable attorney's fees, shall be charged on the land and shall be a continuing lien on 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 is 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.

The assessments levied shall be for the purpose of the defraying common expenses, whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvements in the development, such as road repair or repair of storm water drainage ponds located within the plat.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The developer or any lot owner may bring an action at law against the owner personally obligated to pay the same to foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the road or storm water drainage ponds or abandonment of his/her lot. This lien for assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter coming due or from the lien thereof.

18. RENTAL RESTRICTIONS. Leasing a unit shall be allowed, subject to the following conditions:
 - a. That no lot shall be leased for transient or hotel purposes or for less than ninety (90) days;
 - b. That no unit may be subleased;
 - c. That all leases shall be in writing; and
 - d. That all leases shall provide that they are subordinate and subject to the provisions of this Declaration.

19. ROAD MAINTENANCE. Lot owners shall be responsible for maintaining the roads dedicated to the public within the plat until such time as the Town Board of Ten Lake Township ("Township") passes a resolution to open and maintain them as Township roads.
20. MAINTENANCE OF IMPROVEMENTS WITHIN DRAINAGE EASEMENT AREAS. The owners of the lots on which drainage easements are located are responsible for continuously maintaining, and improving as needed, all drainage related structures thereon to ensure they continue to function as originally designed.
21. RIGHT OF ENTRY. Notwithstanding the sale of any lot, Declarant, and its agents and contractors, shall have the right to enter upon the lots for the purpose of repairing the drainage easement areas dedicated to the public within the plat. The Township, and its agents and contractors, shall also have the right to enter upon any lot on which drainage easements exist for the purpose of inspecting and maintaining the same.
22. IMPROVEMENTS IN PUBLIC EASEMENT AREAS. No landscaping materials, plants, trees, structures, sprinklers, or others items or improvements may be placed within public road rights-of-way or within other easement areas that interfere with the use, maintenance, or safety within those areas. The Township may remove any such items at the owner or occupant's expense, including any mailbox that meets any of the criteria of a prohibited mailbox set out in Minnesota Rules, section 8818.0300 regardless of the allowable speed limit on the road.
23. TOWNSHIP SERVICE CHARGES AND ASSESSMENTS. Each owner of any lot, by acceptance of a deed therefore, whether or not it is so expressed in the deed, is deemed to covenant and agree to be subject to and shall pay such service charges, levies, and/or special assessments imposed by the Township if it performs any construction, maintenance or repair work in the public easement areas. The costs the Township incurs related to such work may be imposed through the subordinate service district established for, and encompassing, all the lots within the plat and/or through a special assessment imposed under Minnesota Statutes, chapter 429. If the Township does impose a service charge or specially assesses any costs, the owners expressly waive any and all procedural and substantive objections to such charges or special assessments, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the land so assessed. The owners further waive any appeal rights otherwise available pursuant to Minnesota Statutes, section 429.081.

The service charges imposed or assessments levied shall be related to the costs incurred by the Township related to building, rebuilding, repairing, improving, and maintaining the roads and drainage facilities located within the plat. Such charges and/or assessments will be subject to the terms and conditions imposed by the Township at the time they are imposed on the lots within the plat.

24. ZONING REGULATIONS. In addition to the provisions of these declarations, owners are also responsible for complying with all applicable zoning and related regulations and requirements.

25. ENFORCEMENT. Enforcement of the covenants and restrictions herein contained shall be had by proceedings against any person in violation of any covenants or restrictions, to restrain the violation or to recover damages. The failure by the owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to enforce such covenant and restriction.
26. AMENDMENT OF COVENANTS. This Declaration of Protective Covenants, or any covenant, condition, reservation or restriction contained herein, may be modified or amended only by written instrument, duly recorded and executed by the owners of at least ninety percent (90%) of the lots within Andrusia Heights.
27. ENFORCEMENT OF COVENANTS. 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 provisions herein, either to restrain violation or to recover damages by any party hereto or party claiming under them.
28. SEVERABILITY OF COVENANTS. The foregoing covenants and restrictions are intended to be severable, and in the event that any one of such covenants or restrictions shall be held invalid, such invalidity shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated: _____, 2008.

ANDRUSIA HEIGHTS CORPORATION

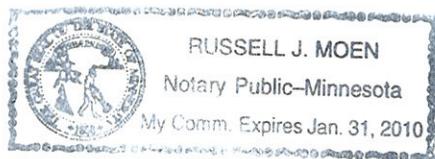
By: William Engbuser, President

STATE OF Minnesota
 COUNTY OF Beltrami ss.

The foregoing instrument was acknowledged before me this 18th day of December, 2008, by William Engbuser, the President of Andrusia Heights Corporation, a corporation under the laws of Minnesota, on behalf of the corporation.

[Signature]
 Notary Public

THIS INSTRUMENT DRAFTED BY:
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