

RESTRICTIVE COVENANTS

Roger Schmidt, being the fee owner of the following described Property situated in Hubbard County, State of Minnesota, the same being the real property now duly surveyed under Land Survey Number 7, and such Survey having been filed in the office of the County Recorder of Hubbard County, Minnesota, on December 27, 2006, under recorder's number T000005191, being Certificate Number 1118, hereby makes the following declarations as to limitations, restrictions, and uses to which the Lots or tracts constituting said Land Survey Number 7 may be put, and hereby specifies that such declarations shall constitute Covenants to run with all the land as provided by law, and shall be binding on all parties, entities and all persons claiming under them, and for the benefit of and the limitation on all future owners of Lots in said Land Survey Number 7, this Declaration of Restrictions is for the purpose of insuring the use of this surveyed Property remains used for residential and recreational purposes only, except as specifically stated herein, to prevent nuisance, waste and dimunition of the attractiveness of the Property, and to maintain the serenity and beauty of the area, and thereby to secure to each Lot owner the value of their Property, with no greater restrictions on any Lots than is necessary to insure the same advantages and disadvantages to all Lot owners.

ARTICLE I. Definitions

The following words or phrases, when used in this Declaration, or any supplemental Declaration, shall have the following meanings:

- (a) "Residential Lot" shall mean any plot or parcel of land or portion thereof shown on the recorded Survey referred to above with the exception of those designated as "commercial Lots".

- (b) "Commercial Lot" shall mean only Lots M, N, O and P.
- (c) "Building" shall mean any structure or enclosure built for support or shelter of persons, animals, chattels, or property of any kind.
- (d) "Dwelling" shall mean a building or structure with one or more habitable rooms which are occupied or which are intended or designed to be occupied by one family with facilities for living, sleeping, cooking and eating.
- (e) "Attached Dwelling" shall mean a dwelling which is joined to another dwelling at one or more sides by a party-wall or walls.
- (f) "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Survey, and shall include contract sellers, or purchasers, but shall not include those holding title merely as security for performance of an obligation.
- (g) "Grade" shall mean the finished ground level of the exterior walls of a building.
- (h) "Basement" shall mean that portion of a building between floor and ceiling which is partly below and partly above grade.
- (i) "Story" shall include a basement if the finished floor level directly above the basement is more than six (6) feet above average grade along any given exterior wall and if the basement has more than twenty percent (20%) of exterior wall exposure below grade.
- (j) "Property" shall mean all Lots included in this Survey.
- (k) "Hunting" shall mean any taking of game with any weapon of any kind or type, including any type firearm, bow and arrow, spear, trap, etc.

ARTICLE II.

Covenants and Restrictions

Section 1. No building, dwelling or structure shall be used for commercial purposes except in those constructed on the Lots designated as "commercial Lots". No multiple family dwellings of any kind or type are allowed to be constructed or located on any Lot of any type.

Section 2. The size of any dwelling, exclusive of one-story open porches and basements (finished or unfinished) shall be:

- (a) In the case of a one-floor dwelling, not less than 1,600 square feet in the area of the enclosed main floor; or
- (b) In the case of a two-story dwelling, not less than 1,600 square feet on the main floor and a total on the main floor and not less than 700 square feet on the second floor.
- (c) In the calculation of square footage for the purposes of (a) and (b) above, the square footage of porches (whether enclosed or not); workrooms; garages and any other type attached area which sole primary purpose is not for living, shall not be included.

Section 3. No noxious or offensive activities or odors shall be permitted in or on any Lots, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

Section 4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. However, dogs, cats, and other household pets may be kept on Lots subject to the provision that they do not create any nuisance or annoyance to other Lot owners or their invitees. Unchained pets, dangerous pets and the breeding of pets for profit is prohibited.

Section 5. No mobile home, trailers, motor homes of any kind or type shall be permitted to be set up or located on any Lots. However, travel trailers and motor homes may be stored on the Property so long as they are not occupied or used as a temporary or permanent residence; and, so long as their storage is not unsightly and is out of view of the public. Basements may not be occupied as a residence and the ground level portion of the dwelling, structure or building must be completely finished on the exterior within twelve (12) months after commencement of the excavation or beginning construction

thereof. Any dwelling, structure or building must be completely finished on the exterior within twelve (12) months after commencement of the excavation or construction thereof. All structures must be setback at least to Hubbard County specifications.

Section 6. No building materials or equipment shall be kept or permitted on any Lot except in a neat condition and only during construction. Storage on the Property of the owner's personal equipment, vehicles and chattels (ownership must lie with the Lot owner) may be stored outside but only in a neat condition, out of the view of the public and said equipment must at all times be in operating condition.

Section 7. No rubbish, trash, garbage, junk, non-running cars/trucks/equipment, materials and/or other waste shall be stored, parked or permitted on any Lot. Any rubbish, trash, garbage, junk, materials and/or other waste must be kept in sanitary containers located in appropriate areas concealed from public view.

Section 8. No outdoor privy or outside toilet facility is allowed unless it is properly connected to an approved septic system or a city waste system, either of which must meet all city, county and state regulations governing such septic or city waste system.

Section 9. Hunting for on all Lots shall be only with bow and arrow. Hunting of any kind or type with any kind or type firearm is strictly prohibited. No hunting of any kind or type is permitted on the Runway or Taxiway; which rights are specifically and exclusively reserved for Grantor and/or his guests, heirs and assigns.

Section 10. All applicable water, septic, waste disposal laws and regulations of the County of Hubbard and the State of Minnesota shall be obeyed and complied with.

Section 11. No Lot may be sub-divided to less than 2.250 acres and all regulations of the County of Hubbard and the State of Minnesota shall be complied with.

Section 12. Any dwelling, structure or building constructed on the Commercial Lots, M, N, O and P, shall be constructed in conformity with Section 2., hereinabove. Any business operated on the Commercial Lots shall obey all State and Federal regulations regarding that business. The only businesses allowed on the Commercial Lots are restaurants, coffee shops and/or gift shops; or, a combination thereof.

Section 13. Any trees eight (8) inches or more in diameter may not be cut except for the following reasons: (i) to partially clear the Lot so that the erection of a permanent structure may be completed to include access right of way to the structure(s) or Lot; (ii) to clear away dead trees; (iii) to clear away diseased trees or potentially diseased trees; (iv) on the commercial Lots to clear the Lot so that structures and parking spaces may be completed; (v) to enhance the aesthetic appearance or value of the Lot; or, (vi) to clear trees that pose a danger to the Lot owner or the public. No other cutting of trees eight (8) inches or more in diameter is permitted without the express consent of a majority of the Lot owners. No clear cutting is permitted in any respect.

Section 14. Nothing contained in this Declaration shall be construed to require the owners to bring an action at law or in equity to enforce the provisions contained in this Restriction.

ARTICLE III. General Provisions

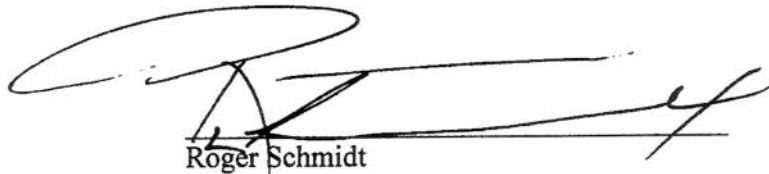
Section 1. These Covenants and Restrictions shall run with the land and be binding upon all owners of said premises for a period of thirty (30) years from the date

these Covenants are imposed, after which time they shall be automatically extended for a successive period of ten (10) years unless an instrument signed by a seventy-five percent (75%) of the majority of the then-owners of Lots in said Survey, has been recorded changing or revoking such Covenants in whole or in part.

Section 2. These Covenants and Restrictions may be amended at any time by an instrument signed by ninety percent (90%) of the owners of Lots in said Survey, changing or revoking these Covenants in whole or in part, which said instrument is duly recorded in the office of the County Recorder of Hubbard County, Minnesota; but no vote on changing the Deed Restrictions may be held until the expiration of five (5) years after the last Lot is conveyed from fee owner's name.

Section 3. Invalidation of any one 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.

Section 4. If any party shall violate or attempt to violate any of the Covenants or Restrictions, it shall be lawful for any party or parties of interest in any Lot, parcel or tract in said Survey to institute and prosecute proceedings at law or in equity against the parties violating or attempting to violate either to prevent said violation or to recover damages. The Failure to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to prevent future violations of these Covenants and Restrictions.


Roger Schmidt

THE STATE OF TEXAS §

COUNTY OF McLENNAN §

The foregoing instrument was acknowledged before me this 22ND day of January, 2007, by Roger Schmidt.



Linda Mercer
Notary Public In And For the State of Texas

T000005223

OFFICE OF THE REGISTRAR OF TITLES
HUBBARD COUNTY, MINNESOTA

CERTIFIED AND/OR FILED ON
01/29/2007 01:57PM

CERTIFICATE # 1864
FILE # 83
VOLUME # 9 PAGE # 63
DOC # T000005223

Nicole K. Lueth
NICOLE K. LUETH
REGISTRAR OF TITLES

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