

527934

BECKER COUNTY RECORDER-STATE OF MN

Document No. 527934

Date AUG 26 2005 2 o'clock P.M.

I hereby certify that the within instrument was recorded in this office.

Shirley Mameval

County Recorder by 10 Deputy

**SANDY BEACH ESTATES DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS AND CHARGES
APPURTENANT TO SANDY BEACH ESTATES HOMEOWNERS ASSOCIATION**

THIS DECLARATION is made October 8th, 2004, by Kevin L. Christianson and Mark D. Payne, as tenants in common, acting jointly, hereinafter referred to as "Developer", who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property". To this end the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Developer declares that the Property is and shall be subject to the declarations contained herein.

ARTICLE I.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. "Lot" shall mean and refer to any plot of land shown upon any recorded Plat of the Property. If a Lot as shown on the Plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

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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 Property,

To: Kevin L. Christianson
4620 Amber Valley Parkway
Fargo ND 58104

presumed that there has been no complete construction upon all properties or that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record stating that one or the other of said factual circumstances exists.

2. Architectural Control. No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, erected or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto be made to any buildings on the Lots until the plans and specification for same have been submitted to and approved in writing by the Review Committee or its appointed architect from time to time.

A. Accessory structures such as pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, decks and play structures should be indicated on the site plan.

B. Any and all solar heating devices or satellite dishes, TV and radio antennae must be approved by Review Committee or its architect.

ARTICLE IV.

RESTRICTIONS

The Property shall be subject to the following restrictions:

1. Land Use and Building Type. All Lots zoned residential shall be used for single family purposes only. No improvements or structures whatsoever, other than a private dwelling house, swimming pool, Review Committee approved outbuildings, garages and fences (subject to limitations hereinafter set forth) may be erected, placed or maintained on any Lot on the Property. Any dwelling structure located on the lots within the Development shall have a minimum structural area outlined as follows:

All Lots

1500 sq. ft. Standard one story (rambler) and one and a half story home.

2200 sq. ft. Standard two story

2400 sq. ft. Bilevel (including both floors)

2400 sq. ft. Splitlevel (excluding lowest basement level)

2. Destruction of Dwelling. In the event a dwelling or other building on any Lot is destroyed by fire or other casualty, it must be rebuilt in accordance with the plans and specifications utilized by the Developer at the time of original construction or, if changes

attached to a freestanding pole may be installed on a Lot provided the location, design and appearance of the basketball goal and backboard is approved in writing by the Review Committee.

10. Animals. Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots. Pets will be restricted to owners Lot, must not be a nuisance and will not be allowed to stray to adjacent property.

11. Mailboxes. No individual mailboxes shall be allowed on any Lot. Location of mailboxes will be consistent with the overall development plan and subject to approval by the Review Committee. No delivery boxes other than mailboxes for U.S. Mail will be permitted without the specific approval of the Review Committee.

12. Clotheslines. Clotheslines will not be permitted except with approval by the Review Committee.

13. Vehicle Parking Storage. No commercial vehicles, motor homes, travel trailers, or construction equipment shall be permitted on any Lot in the subdivision. Motor homes, travel trailers and like vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles or for temporary visits by visitors to the Lots. Motor homes, travel trailers and like vehicles may be stored on the Lots only if they are stored behind the front house line and are adequately screened from public view with prior approval of Review Committee.

All motor vehicles kept on or about a property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted.

14. Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the dwelling house occupants may be placed on the property by its occupants provided the sign is no more than two feet square maximum and the design of the sign is approved by the Review Committee prior to installation. The provisions of the paragraph may be waived by the Review Committee only when in its discretion the same is necessary to promote the sale of the property in the area of promotion of the premises. The Review Committee may erect, place and maintain such sign structure or structures as it deems necessary for the operation or identification of the subdivision.

15. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall

1. Membership in Association. Every Owner of any Lot which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

A. Corporate Governance. The business of the Association and Membership thereof shall be governed and controlled by this Declaration until such time as it is amended, or replaced by separate Bylaws adopted by majority vote of the Members.

B. Annual Meeting. The Annual Meeting of the Sandy Beach Estates Homeowners Association shall be held on the first Monday in the month of January of each calendar year at 7:30 p.m. or such other time as may be determined by the Members.

2. Creation of a Lien and Personal Obligation and Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not so expressed in such deed, is deemed to covenant and agree to pay the Association annual general assessments or charges, and special assessments for capital improvements. All assessments 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 shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

3. Method of Assessment. By vote of a majority of the members, the Association shall fix their annual assessment upon the basis provided herein, provided, however, that the annual assessment shall be sufficient to meet the obligations imposed by this Declaration. The Association shall set the date(s) such assessments shall become due. The Association may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments, provided, however, that upon default of the payment of any one or more installments, the entire balance of said assessment may be accelerated, at the option of the Association, to be declared due and payable in full.

4. General Assessment. The general assessment levied by the Association shall be used for lawn care, snow removal, and the improvement, maintenance and operation of the docks, lifts and other improvements owned by the Association on or adjacent to Lot 1, Block 1, Sandy Beach Estates, as well as the boat slip and related accessories located adjacent to Lot 1, Block 1, Sandy Beach Estates, hard surface pedestrian access located throughout the Development, signage, common areas, perimeter landscaping and entrance to Sandy Beach Estates and any other properties owned or managed by the Association. Each Lot shall be assessed at a uniform rate with the assessment commencing for the year 2005.

5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a

- v. That the lien claimed against the Lot is in an amount equal to the amount of the stated delinquency.
- vi. Due demand has been made upon the defaulting or the delinquent owner pursuant to this Declaration and that said amount was not paid within the ten (10) days after such demand.

Upon recordation of a duly executed and acknowledged original of such claim of lien by the Recorder of Becker County, the lien claimed therein shall immediately attach to the real property and become effective subject to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien but a number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of Minnesota.

The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property. Sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lots from liability for any assessments thereafter becoming due or form the lien thereof.

ARTICLE VI:

MAINTENANCE

1. Areas of Association Responsibility. The Association, or its duly delegated representative, shall be responsible for the lawn care for each and every Lot as well snow removal from the driveways of the individual Lots, as well as the management and maintenance of the common areas including, but not limited to the signage, mail boxes, common area, perimeter landscape and entrance to Sandy Beach Estates, and all improvements located thereon, except for any part thereof which any governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate maintenance of all common areas. No Owner, resident or other person shall construct or install any improvements on the common areas or alter, modify or remove any Improvements situated on the common areas without the approval of the Board. No Owner, resident or other person shall obstruct or interfere with the Association in performance of the Association's management or maintenance of the common areas, and the improvements located thereon.

2. Lots. Each Owner of a Lot shall be responsible for the care of all hedges, shrubs, vines, and trees of any type on the Lot and the maintenance of his Lot, and all buildings, Residential Lots, landscaping (with the exception of the common area landscaping identified in Paragraph 1(B) above) or other Improvements situated

