

1001944

COPY

OFFICE OF COUNTY RECORDER  
 OTTER TAIL MINNESOTA  
 I hereby certify that  
 this instrument # 1001944  
 was filed/recorded in this office  
 for record on the 13 day of  
July 2006 at 8:45 am/pm  
 Wendy L. Metcalf, County Recorder  
 by: [Signature] Deputy  
46.0000 recording fee  
well certificate

DECLARATION OF PROTECTIVE COVENANTS  
 FOR  
 WAYNE LEE'S ROYAL OAKS ESTATES

WHEREAS, the undersigned are the owners of that real property in the State of Minnesota, County of Otter Tail, legally described as "Lots 1-22, Block 1, and Lots 1-11, Block 2, WAYNE LEE'S ROYAL OAKS ESTATES, Otter Tail County, Minnesota" hereinafter called the "Property."

WHEREAS, Wayne E. Lee and Gloria O. Lee, husband and wife, are the owners of said Property, as joint tenants.

WHEREAS, the undersigned desire to restrict the use of the aforesaid real property to residential uses, and to insure that undesirable and offensive uses will not be made of said real property, or any part thereof;

NOW, THEREFORE, the undersigned owners of the above-described real property do hereby make the following declarations of limitations, restrictions and uses to which said property may be put, and do hereby specify that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said Property:

1. Property Prohibited. No Lot may be subdivided or partitioned without the prior written approval of all Owners of Lots within the Property and all secured parties holding first mortgages on the Lot sought to be subdivided. Notwithstanding the foregoing, a Lot may be subdivided so as to add a portion of such Lot to an adjacent Lot only if the remnant portion of the Lot is not rendered a non-conforming parcel under the Otter Tail County Zoning Ordinance.

2. Residential Use. The Lots shall be used by Owners, Occupants, and their guests exclusively as private, single family residential dwellings, shall be used for residential-related purposes, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in paragraph 3. Any lease of a Lot (except for occupancy by guests with the consent of the Owner) for a period of less than 30 days, or any occupancy which includes services customarily furnished to hotel guests, shall be presumed to be for transient purposes.

3. Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted on any Lot; except (i) an Owner or Occupant residing on a Lot may keep and maintain his or her business or professional records on such Lot and handle matters relating to such business by telephone or correspondence therefrom, provided that such uses are incidental to the residential use, do not involve physical alteration of the Lot and, unless a Conditional Use Permit is issued by Otter Tail County (or other applicable governmental authority), do not involve any observable business activity such as signs, advertising displays, bulk mailings, deliveries, or visitation or use of the Lot by customers or employees; and (ii) an Owner or Occupant may conduct a home occupation upon a Lot

after obtaining a Conditional Use Permit from Otter Tail County (or other applicable governmental authority).

4. Inoperable Motor Vehicles. No Owner or Occupant of any Lot shall allow a motor vehicle to remain on such Lot for a period of more than fifteen (15) days if such motor vehicle lacks vital component parts or is in an inoperable condition.

5. Quiet Enjoyment: Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Lots, and shall use the Property in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the quiet enjoyment of the Property by other Owners and Occupants and their guests.

6. Compliance with Laws. No use shall be made of the Property which would violate any then existing municipal or township codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates within the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for any Owner or Occupant. Moreover, all Lots shall comply with any applicable Otter Tail County Zoning Ordinance.

7. Pets. Dogs and cats shall not be raised, bred, kept or maintained for any commercial purposes. Dogs weighing over 60 pounds are not allowed. Each Lot within the Property shall not have a combined number of dogs and cats in excess of three (3) at any time. The owner of such dogs and cats shall be responsible for policing waste materials and shall, at all times, control such pets so as not to create a nuisance for the Owners and Occupants of other Lots within the Property. Dog owners shall take reasonable steps to limit barking and to limit any disturbance to neighbors which may be caused by the barking of dogs. All such dogs and cats shall be kept under the control of their owner at all times. No

livestock and no animals other than dogs or cats may be raised, bred, kept or maintained upon any Lot at any time.

8. Campers Etc. No trailer homes, mobile homes, trailers, boats, motor homes, campers, school buses, four wheelers, fish houses, snowmobiles or recreational vehicles may be stored upon any Lot unless fully concealed within the Owner's garage or outbuilding, nor shall any such home or vehicle be used for a temporary or permanent residence upon any Lot, except that such storage or use may occur as set forth in paragraph 9, and further except that a maximum of one (1) of the foregoing items may be stored outside at any time in addition to the seasonal items allowed in Paragraph 9.

9. Storage. No personal property shall be placed or stored outside of any building on any Lot unless such item of personal property is appropriate for seasonal use at such particular time (e.g. a picnic table or boat may be stored outside of a building during the summer and a snowmobile or fish house may be stored outside during the winter).

10. Signs. No sign of any kind shall be displayed to the public view on any Lot except (a) the undersigned reserves for itself and its agents the right to place any advertising sign upon any Lot until sold by the undersigned; (b) signs identifying the entrances to the Property; and (c) an owner of any Lot, other than the undersigned, may place a sign measuring less than 6 square feet in size advertising that a Lot or home is available for sale.

11. Restricted Dwellings. No structure of a temporary character, trailer, mobile home, basement home, tent, shack, garage, barn or other outbuilding shall be constructed or used upon any Lot at any time as a permanent residence. No manufactured home shall be placed or affixed to any lot unless that manufactured home is newly constructed and has not

previously been occupied. The term "manufactured home" shall mean a structure, transportable in one or more sections, which has wheels and axles, which is built on a permanent chassis, and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein.

12. Refuse. No refuse pile or unsightly objects shall be allowed to be placed or subject to remain on any Lot and no noxious or poisonous weeds shall be permitted to grow on any of the Lots. No Lot shall be used or maintained a dumping ground for rubbish, trash, garbage or other waste. Refuse shall not be kept except in sanitary containers.

13. Nuisance. No outside toilet shall be permitted on any Lot except during the period of construction of a dwelling or building. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or any annoyance to the neighborhood.

14. Completion. No building shall be erected and left uncompleted on the exterior for a period in excess of twelve months.

15. Relocated Structures. No Lot shall contain any new or used structure which has been moved in or relocated from another location, except a newly constructed manufactured home as provided in section 11 herein.

16. Enforcement. Any breach of these Protective Covenants or the existence of any condition in violation of or contrary to these Protective Covenants is declared to be a nuisance and the same shall be abated, removed or otherwise corrected by the Owner of the Lot upon which such breach or violation exists. In the event of such breach or violation, any Owner or Occupant of any other Lot within the Property shall be entitled to prosecute any such breach or violation at law or in equity to seek an injunction preventing such breach or violation or to

recover damages for such breach or violation, or both. In any event, the Owner or Occupant seeking to abate the breach or violation shall be entitled to recover attorney's fees, costs and disbursement from the violating party.

17. Amendment. These Covenants shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns. These Covenants shall be effective for twenty (20) years from date hereof, at which time said Covenants shall automatically be extended for successive periods of ten (10) years. These Covenants may be amended in whole or in part at any time by the approval of 66 2/3% of the then Owners of Lots contained in the Property.

Check here if all or any part of this Property is registered (Torrens).



OFFICE OF COUNTY RECORDER  
OTTER TAIL MINNESOTA

I hereby certify that  
this instrument # 1018329

was filed/recorded in this office  
for record on the 2 day of  
May 2007 at 9:00 am/pm

Wendy L. Metcalf, County Recorder  
by: [Signature] Deputy

[Signature] recording fee  
well certificate

1018329

L 1 thru 22 B1K1

L 1 thru 11 B1K2

Wayne Lees Royal

Oaks Estates

FIRST AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS FOR  
WAYNE LEE'S ROYAL OAKS ESTATES

THIS FIRST AMENDMENT ("First Amendment") is made this 23 day of

April, 2007, by Klimek Family Properties, Inc., a Minnesota Corporation ("Owner").

WITNESSETH:

WHEREAS, Wayne E. Lee and Gloria O. Lee, husband and wife ("Lee") adopted the Declaration of Protective Covenants for Wayne Lee's Royal Oaks Estates ("Declaration") dated May 25, 2006, recorded July 18, 2006, as Document No. 1001944 in the Office of the Otter Tail County Recorder; and

WHEREAS, Owner has purchased from Lee all Lots within the Plat of Wayne Lee's Royal Oaks Estates ("Property"); and

WHEREAS, Owner owns 100% of the Lots within the Property and desires to make certain amendments and modifications to portions of the Declaration.

NOW, THEREFORE, Owner hereby adopts this First Amendment to the Declaration and hereby specifies that this First Amendment shall constitute Covenants to run with the Property and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of any portion of the Property:



1. Paragraph 4 of the Declaration shall be amended to provide as follows:

4. Inoperable Motor Vehicles. No Owner or Occupant of any Lot shall allow a motor vehicle and shall not allow any of the items referred to in Paragraph 8 of this Declaration to remain on such Lot for a period of more than fifteen (15) days if such motor vehicle or item lacks vital component parts, is in an inoperable condition, or is not currently licensed.

2. Paragraph 7 of the Declaration shall be amended to provide as follows:

7. Pets. Dogs and cats shall not be raised, bred, kept or maintained for any commercial purposes. Dogs weighing over sixty (60) pounds are not allowed. Each Lot within the Property shall not have a combined number of dogs and cats in excess of two (2) at any time. The owner of such dogs and cats shall be responsible for policing waste materials and shall, at all times, control such pets so as not to create a nuisances for the Owners and Occupants of other Lots within the Property. Dog owners shall take reasonable steps to limit barking and to limit any disturbance to neighbors which may be caused by the barking of dogs. All such dogs and cats shall e kept under the control of their owner at all times. No livestock and no animals other than dogs or cats may be raised, bred, kept or maintained upon any Lot at any time.

3. Paragraph 8 of the Declaration shall be amended to provide as follows:

8. Campers Etc. No trailer homes, mobile homes, trailers, boats, motor homes, campers, school buses, four wheelers, fish houses, snowmobiles or recreational vehicles may be stored upon any Lot unless fully concealed within the Owner's garage or outbuilding, nor shall any such home or vehicle be used for a temporary or permanent

residence upon any Lot, except that such storage or use may occur as set forth in Paragraph 9, and further except that a maximum of one (1) of the foregoing items may be stored outside at any time in addition to the seasonal items allowed in Paragraph 9. Notwithstanding the foregoing, more than one of the foregoing items may be stored outside if they are contained upon a currently licensed trailer having a bed measuring no more than 8 feet x 16 feet in size.

4. Paragraph 11 of the Declaration shall be amended to provide as follows:

11. Restricted Dwellings. No Lot shall contain any prefabricated, manufactured, mobile, modular or pre-built homes that are moved in or re-located from another location, regardless of whether they are new or used and regardless of whether they are constructed upon a permanent foundation, provided, however, that Lots shall be entitled to contain a Showcase Home built by Showcase Homes Incorporated in Parkers Prairie, Minnesota. The term “manufactured home” shall mean a structure, transportable in one or more sections, which has wheels and axles, which is built on a permanent chassis, and which is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained therein.

5. Paragraph 15 of the Declaration entitled “Relocated Structures” shall be deleted in its entirety and shall be replaced with the following Paragraph 15:

15. Accessory Building. No accessory building, accessory structure or outbuilding (collectively “Accessory Building”) shall be erected, constructed, placed or stored upon any Lot within the Property, unless such Accessory Building complies with

the following:

- a. The color of the siding, roofing materials, doors and windows on the Accessory Building shall match the color of the siding, roofing materials, doors and windows of the Dwelling on the same Lot.
- b. A minimum of roof overhang of twelve inches (12") shall exist at all roof overhangs.
- c. An Accessory Building may be constructed of either stud wall construction or post and frame construction.

6. Except as amended herein, all other terms and conditions of the Declaration are hereby ratified and confirmed.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS FIRST AMENDMENT THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER:

KLIMEK FAMILY PROPERTIES, INC.,  
A MINNESOTA CORPORATION

By Paul J. Klimek  
Paul J. Klimek, President

STATE OF MINNESOTA )

) ss.

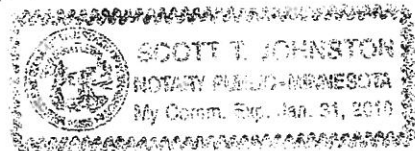
COUNTY OF DOUGLAS )

On this 23 day of April, 2007, before me, a Notary Public within and for said County and State, personally appeared Paul J. Klimek, to me personally known, who, being by me duly sworn did say that he is the President of Klimek Family Properties, Inc., the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Paul J. Klimek acknowledged said instrument to be the free act and deed of said corporation.

THIS INSTRUMENT DRAFTED BY:

Scott Johnston  
Notary Public

*mcj* JOHNSTON LAW OFFICE  
SCOTT T. JOHNSTON, ATTORNEY AT LAW  
510 22<sup>ND</sup> AVENUE EAST, SUITE 101, P O BOX 1218  
ALEXANDRIA, MINNESOTA 56308-1218  
OUR FILE NO. 06-508/AAB/WAYNE LEE'S ROYAL OAKS ESTATES FIRST AMENDMENT



**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR  
WAYNE LEE'S ROYAL OAKS ESTATES**

THIS SECOND AMENDMENT ("Second Amendment") is made this 16<sup>th</sup> day of August, 2007, by Klimek Family Properties, Inc., a Minnesota Corporation ("Owner").

WITNESSETH:

WHEREAS, Wayne E. Lee and Gloria O. Lee, husband and wife ("Lee") adopted the Declaration of Protective Covenants for Wayne Lee's Royal Oaks Estates ("Declaration") dated May 25, 2006, recorded July 18, 2006, as Document No. 1001944 in the Office of the Otter Tail County Recorder; and

WHEREAS, Owner purchased from Lee all Lots within the Plat of Wayne Lee's Royal Oaks Estates ("Property"); and

WHEREAS, Owner adopted the First Amendment to Declaration of Protective Covenants for Wayne Lee's Royal Oaks Estates ("First Amendment") dated April 23, 2007, recorded May 2, 2007, as Document No. 1018329 in the Office of the Otter Tail County Recorder; and

WHEREAS, Owner owns 100% of the Lots within the Property and desires to make further certain amendments and modifications to portions of the Declaration and First Amendment.

NOW, THEREFORE, Owner hereby adopts this Second Amendment to the Declaration

and hereby specifies that this Second Amendment shall constitute Covenants to run with the Property and shall be binding upon all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of any portion of the Property:

1. The following Paragraph shall be added to the Declaration:

18. Drainage Easement. Lot 6 and Lot 7, both of Block One, of the Property shall be subject to a drainage easement, as depicted on the Plat ("Drainage Easement"), in favor of the Owners of the Property. Each of the Owners of Lots within the Property shall be responsible for 1/33 of the cost to maintain, repair and improve the Drainage Easement, except that an Owner shall be solely responsible for any cost to maintain, repair, or improve the Drainage Easement that is caused by the act or omission of such Owner. No act shall be performed which would result in the modification of the Drainage Easement, or which would defeat the purpose of the Drainage Easement, without the prior approval of the Otter Tail County Board of Commissioners.

In the event an Owner has a complaint or concern with the Drainage Easement, said Owner shall give notice ("Notice") to all other record Owners of Lots in the Property regarding the specific complaint or concern he/she has with the Drainage Easement. The Notice shall be in writing and shall state the general complaint or concern, the Owners name, a proposed meeting date, and that the location of the meeting shall be on the south end of the Drainage Easement area as designated on the plat of the Property. The Notice shall be delivered to each Owner's principal residence or other location as specified by Owner, not less than thirty (30) days and no more than (45) days prior to the meeting scheduled by Owner. A quorum of eight (15) Owners must be present, or represented by proxy, to vote on said issue. Any proxy votes must be

delivered to the Owner who requested the meeting at least one day prior to the scheduled meeting. A majority vote of the quorum present or represented by proxy shall rule on the subject issue.

The Owner's fractional responsibility in connection with the Drainage Easement, as discussed above, shall run with Owner's ownership of a Lot in the Property, and shall not be assigned or transferred independent of the transfer of the ownership of the Lot.

For purposes of this Paragraph, an Owner who owns more than one Lot in the Property is deemed to have a vote and responsibility for each Lot that he/she owns.

2. Except as amended herein, all other terms and conditions of the Declaration and the First Amendment are hereby ratified and confirmed.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS SECOND AMENDMENT THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER:

KLIMEK FAMILY PROPERTIES, INC.,  
A MINNESOTA CORPORATION

By Paul J. Klimek  
Paul J. Klimek, President

STATE OF MINNESOTA     )  
                                       ) ss.  
COUNTY OF DOUGLAS     )

On this 16th day of August, 2007, before me, a Notary Public within and for said County and State, personally appeared Paul J. Klimek, to me personally known, who, being by me duly sworn did say that he is the President of Klimek Family Properties, Inc., and that that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Paul J. Klimek acknowledged said instrument to be the free act and deed of said corporation.

Alice A. Bosek  
Notary Public

