

A000518916

OFFICE OF COUNTY RECORDER
CASS COUNTY MINNESOTA

CERTIFIED, FILED, AND/OR
RECORDED ON
10/12/2006 11:43:40AM

AS DOC #: A000518916
PAGES: 5
REC FEES: \$46.00

KATHRYN M. NORBY
COUNTY RECORDER

BY Kathryn M Norby / DEPUTY
mmj

ISLE HARBOR ON LEECH 3RD ADDITION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(the "Declaration") is made and entered into as of this 10th day of Oct., 2006, by
Dynamics Design & Land Co. LLC (Developer).

RECITALS

- A. Developer owns in fee simple that certain real property legally described as Lots 1, 2, 3 of Block 1, **Isle Harbor on Leech Third Addition**, shown on Exhibit A, all in, according to the plat thereof on file and of record in the Cass County Recorder's Office (the "Developer Property").
- B. This declaration is specific to Lots 1-3 Block 1, **Isle Harbor on Leech Third Addition** and these lots shall also be subject to the original Isle Harbor on Leech declaration of covenants, conditions and restrictions recorded. If there is a discrepancy between the restrictions in either declaration the more restrictive covenant applies.
- C. It is now the intention and desire of the Declarants to protect the value and desirability of the Lots legally described above, and Declarant therefore submits the "Developer Property" to the covenants, conditions and restrictions hereafter set forth for the mutual benefit of the record owners, whether one or more persons or entities, of a fee simple interest to any Lot within the "Developer Property", including contract vendees ("Owners").
- D. The declarant's representative along with the Isle Harbor on Leech Owner's Association's designated Architectural Control Committee shall enforce the provisions of this covenant.

Subsequent to the completion of the last residence in the "Developer Property", all architectural controls shall be subject to this covenant and the original covenants for Isle Harbor on Leech and be enforced by the Isle Harbor on Leech Owner's Association.

AGREEMENTS

The Declarants do hereby subject the "Developer Property" to the following covenants, conditions and restrictions, hereby specifying that this Declaration shall constitute covenants running with the land and shall be binding on the Declarants, and their respective successors and assigns, and all subsequent Owners of all or any portion of the "Developer Property" and improvements thereon, together with their respective grantees, successors, assigns, heirs, executors, administrators and devisees:

(1) **Size of Home/Garage**

- The minimum finished square footage above grade shall be 1,600 square feet for the main level of a one story home/cabin and for any other style home/cabin shall be 1800 square feet unless otherwise approved by the declarant's representative and the Isle Harbor on Leech Owner's Association's designated Architectural Control Committee.
- The minimum finished square footage above grade for the garage shall be 576 square feet.

(2) **Exterior Building Materials & Appearance**

- A minimum 50% of the exterior walls shall be cedar, or hand hewn half log with natural wood tone stains. The remaining exterior shall be a combination of natural looking maintenance free exterior siding (colors must be approved with plan approval).
- A minimum of 400 square feet of cultured stone shall be used on every structure unless otherwise approved by the Declarants and the Isle Harbor on Leech Architectural Control Committee.
- Roofing material shall be a 30 year decorative shingle and or if metal, must be a high quality decorative steel with color to be approved by the Declarants and the Isle Harbor on Leech Architectural Control Committee.
- An 8/12 roof pitch will be required for a majority of the rooflines unless otherwise approved by the declarant's representative and the Isle Harbor on Leech Owner's Association's designated Architectural Control Committee.
- Overhangs shall be no less than 3 feet.
- Garage doors shall be wood with windows in the doors.

(3) **Accessory Structure**

One accessory structure is permitted. Accessory structures shall be a minimum size of 144 square feet and a maximum size of 288 square feet. The siding, color, roof pitch and roofing shall be the same as the primary structure. The location of this structure must be within all setbacks and located on the lot so as to not block lake views of any house/cabin on lots 1,2,3 Block 1 of Isle Harbor on Leech Third Addition.

(4) **Setbacks**

The setbacks for lots 1,2,3, Block 1 of Isle Harbor on Leech Third Addition shall be 10 feet from the front of the lot facing the lake, and or a minimum of 75 feet from Leech Lake, whichever is greater. The side yard setback shall be 10 feet. The rear yard setback shall be 25 feet. Setbacks will be applied to structures and or decks and patios as enforced by Cass County.

- (5) The main dwelling shall be completed within 12 months of commencement of construction.
- (6) Each lot will have their own individual septic tank on their own private lot. This tank shall be maintained and pumped by each owner per the septic design recommendations. Each tank will be allowed to connect into a larger treatment system that is shared equally between the three lots. This treatment system will be designed by a licensed septic designer and the cost to maintain and use such system shall be shared equally between the owners of lots 1,2,3, Block 1 of Isle Harbor on Leech Third Addition.
- (7) The covenants, conditions and restrictions of this Declaration shall run with and bind the land comprising the "Developer Property" and shall inure to the benefit of and be enforceable by the Declarants, the Owners, and their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically renewed for successive periods of ten (10) years.
- (8) The provisions hereof shall be deemed independent and several, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof as may be determined by a court of competent jurisdiction shall not affect the validity or enforceability of any of the other provisions hereof.
- (9) The provisions hereof shall be governed in accordance with and construed under the laws of the State of Minnesota.
- (10) Developer and the Isled Harbor on Leech Owner's Association shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions and covenants now or hereafter imposed by the provisions of this Declaration.
- (11) This Declaration may only be amended by a written instrument signed by Developer and all Owners of the "Developer Property"

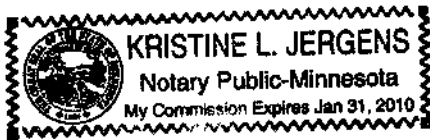
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands as of the day and year first above written.

Marlon P. Glines

Dynamics Design & Land Co. LLC(Developer)
Marlon P. Glines, Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 10th day of October, 2006, by Marlon P. Glines, Chief Manager of Dynamics Design & Land Co. LLC(Developer)

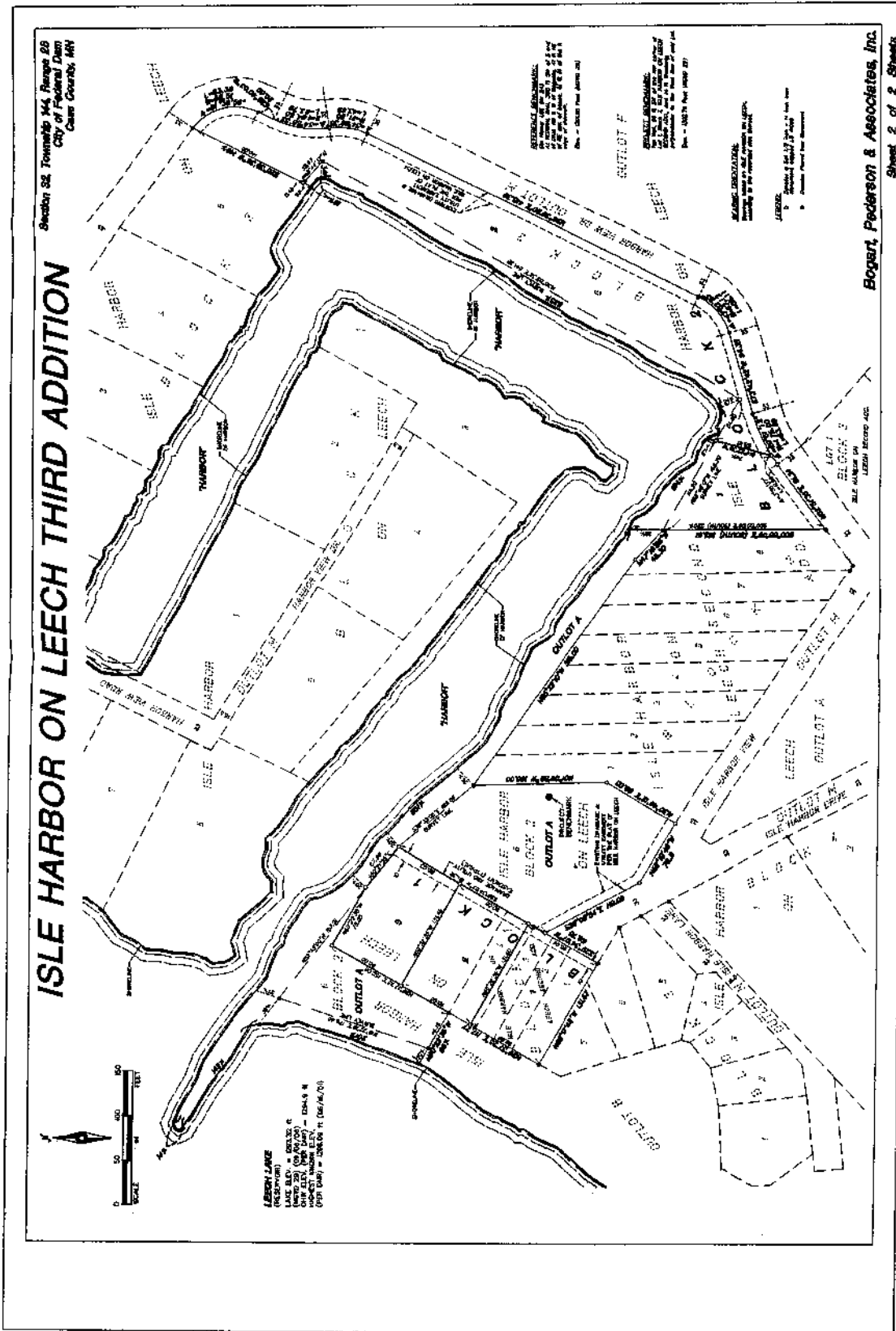


Kristine L. Jergens
Notary Public

This document was drafted by:

Dynamics Design & Land Co. LLC.
690 Humboldt Drive East,
Big Lake MN 55330
October 10, 2006

EXHIBIT A



Sheet 52, Township 14, Range 66
 City of Plattsburgh
 Cass County, NY

Bogert, Pederson & Associates, Inc.
 Sheet 2 of 2 Sheets