

**DECLARATION OF RESTRICTIVE COVENANTS
SMITH LAKE WILD LIFE ESTATES 2ND ADDITION
ST. FRANCIS, MINNESOTA**

STALBERGER PROPERTIES, INC. Declarant, being the owner of the following described tracts of land situated in the county of Anoka, MN., to wit:

**ALL OF BLOCKS one (1) two (2) and three (3)
SMITH LAKE WILDLIFE ESTATES 2ND ADDITION**

According to the plat thereof on file and of record in the office of the Registrar of Deeds of Anoka County, Minnesota,

and in order to preserve the character and purposes of the subdivision of land now being developed by said parties do hereby set out the following restrictions and covenants which shall bind the parties hereto, their successors and assigns, all subsequent purchasers, their heirs, executors, administrators or assigns, to wit:

1. That no lot or parcel of land shall be used except for single family residential purposes and no other type of structure shall be erected, altered, placed or permitted to remain on any lot, provided, however that a second garage is permitted.
2. All residences shall conform to the zoning and building code requirements of the city of ST. FRANCIS and the county of Anoka in effect at the time of the construction of the residences. All structures shall be completely finished on the exterior within nine (9) months after the commencement of the construction thereof. Occupancy of a basement dwelling is expressly prohibited. Each detached structure shall have the same exterior as the main residence.
3. There will be constructed with each residence built upon any of the described lots and attached garage for not less than Three automobiles. PLACING 2 OR 3 CARS END TO END WILL NOT CONSTITUTE A THREE CAR GARAGE.
4. No structure, planting or other material shall be placed or permitted to remain on said lots which may damage interfere with the installation, maintenance and operation of any utility easements created by the plat of SMITH LAKE WILDLIFE ESTATES 2ND ADDITION.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept or any purposes, except cats and dogs which are allowed, provided they are not kept, bred or maintained for any commercial purpose.
6. No lot shall be maintained as a dumping ground for rubbish. All trash, garbage or other wastes shall be kept in sanitary containers and in a sanitary manner.
7. No soil shall be removed from said premises except such as might be necessary for the excavation of a basement for a structure or garage, or for the grading of said property in conformity with the grade of adjoining lots.
8. No trailer, basement, tent, shack, garage or other structure shall at any time be used temporarily or permanently as a residence upon the land described herein nor shall any structure of a temporary character be used as a residence.
9. No sign greater than 1,200 square inches in size shall be placed on any parcel of land.

10. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. No inoperable vehicles or vehicles not currently licensed shall be permitted to stand upon the streets, roadways, or described lots in said plat for a period of more than 40 hours.

12. Prefabricated or modular type structures or dome homes shall be permitted only with the prior approval of a majority of the then owners of the lots.

13. No home shall be built on any lot that does not meet the following square footage requirements:

1 story home: 1650 square feet finished above ground, excluding porches and garages, plus a 3 car attached garage.

2 story home: First (1st) and second (2nd) floor at least 1200 finished square feet, excluding porches and garages, plus 3 car attached garage.

2 level split: 1650 finished square feet above ground / or footprint, excluding porches and garage, plus 3 car attached garage.

Multi-level split: 1650 finished square feet above ground / or footprint, excluding porches and garage, plus 3 car attached garage.

Modified 2 Story: First (1st) floor at least 1300 finished square feet, excluding porches and garage, plus 3 car attached garage.

ALL HOMES will be required to have at a minimum of 25% of the front elevation to have brick and or stone, however with the exception, with architectural approval only shakes and or other may be used other than brick and or stone.

TUCK UNDER GARAGES BY APPROVAL ONLY

14. Each dwelling shall have a hard surface driveway, or better, leading from the garage to the street.

15. At no time shall two adjacent houses be similar in its front elevation, It will also be up to the declarants discretion if any 2(two) houses are to similar in the plat of SMITH LAKE WILDLIFE ESTATES 2ND ADDITION.

16. No building or structure, nor any addition or alteration thereof, shall be constructed, altered or maintained on any portion of any lot, unless and until detailed plans, specifications, proposals and site plans (hereinafter collectively referred to as "plans") shall have been approved in writing by Declarant.

These plans shall contain details of design, elevation, site grade, fencing and location, and dimensions of structures, walks and driveways, and shall also state the type of construction and materials to be used in construction. Declarant shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure to meet the covenants, restrictions and conditions contained herein shall be reasonable grounds for Declarant's rejection. Failure of Declarant to disapprove plans within thirty (30) days after submission of said plans shall be deemed to be approval thereof. Declarant shall not be liable for damages to anyone who has submitted plans for approval, or to any owner by reason of a mistake of judgment, negligence or non-feasance of the Declarant, its agents or employees arising out of or in connection with the approval or rejection of any such plans.

Signature from STALBERGER PROPERTIES, INC. on the plans shall be evidence of the approval of the plans by the Declarant. YOU WILL NEED A SIGNED PLAN FOR A BUILDING PERMIT

Any deviation in construction on any lot from the approved plans, which in the judgment of the Declarant is of Substantial detriment to the appearance of the structure, or the surrounding area, shall be corrected to conform to the approved plans at the expense of the owner of that lot.

Declarant may, at its option, transfer its approval authority, the then recorded owners of a majority of the lots shall have the power through a duly recorded instrument to amend, alter or disband the committee, and if disbanded, to reinstate the committee and appointed the first members of the reinstated committee.

17. All homes have at least a 7/12 roof pitch.

18. These covenants shall run with the land and shall be binding upon all parties and persons claiming under them for a period of 30 years from the date of recording.

These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority for the then owners of the lots has been recorded agreeing to the changes in said covenants in whole or in part.

19. Invalidation of any one or more of the provisions herein by judgment or court order shall not affect the validity of any other provisions, which shall remain in full force and effect.

20. Enforcement of the foregoing shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or provision herein, either to restrain violation or to recover damages for said violation.

21. House location must correspond to that of the drainage plan of SMITH LAKE WILDLIFE ESTATES 2ND ADDITION, if house is to located elsewhere it must be approved by a member of STALBERGER PROPERTIES, INC.

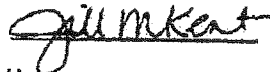
22. (DNR AND WETLAND BUFFER) Within and around the Smith Lake Wildlife Estates plat are some very high quality wetlands and DNR wildlife property. To help protect these areas all residents are required to leave a 30 foot upland buffer to the wetlands and a 50 buffer to the DNR property. Residents should not mow, dump grass clippings or do any unnecessary disturbing in the buffer area.

In witness whereof, the Declarant herein has caused these presence to be executed the _____ day of _____, 2006.


JEFFREY A. STALBERGER PRES.
STALBERGER PROPERTIES, INC.

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this day 26th of April, 2006, before me, a Notary Public, the foregoing instrument was acknowledged by JEFFREY A. STALBERGER PRES. OF STALBERGER PROPERTIES, INC.



Notary Public



Drafted by
Jeffrey A. Stalberger
2932-134th AVE NE
HAM LAKE, MN. 55304

ANOKA COUNTY MINNESOTA

Document No.: 1977957.004 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 09/02/2005 12:21:00 PM

Fees/Taxes In the Amount of: \$56.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

RMH, Deputy

Record ID: 1595597