

Office of County Recorder }  
County of Crow Wing, MN }

I hereby certify that the within instrument was filed  
in this office for record on the 30 day of Dec  
A.D. 2003 at 8 o'clock PM  
and was duly recorded as Doc. No. 0655273

[Signature]  
County Recorder  
By [Signature]  
Deputy

RETURN TO [Signature]

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND RESERVATIONS  
FOR  
MISSISSIPPI MEADOWS**

THIS DECLARATION is made this 16<sup>th</sup> day of December 2003, by the  
undersigned parties, representing all the owners in fee of the land hereinafter described lying in  
Crow Wing County, Minnesota.

**PRELIMINARY STATEMENT OF FACTS**

**Mississippi Properties, LLC**, a Minnesota limited liability company, is the fee owner of  
Lots One (1) through Seventeen (17), Block One (1); Lots Twenty-two (22) through Twenty-  
nine (29), Block One (1); Lots One (1) through Ten (10), Block Two (2); Lots One (1) through  
Ten (10), Block Three (3); Lots One (1) through Five (5), Block Four (4); Lots One (1) through  
Four (4), Block Five (5), Mississippi Meadows. John T. MacDonald and Margaret A.  
MacDonald, husband and wife, are the fee owners of Lots Eighteen (18), Nineteen (19), Twenty  
(20) and Twenty-one (21), Block One (1), Mississippi Meadows. Craig D. MacDonald and  
Nancy J. MacDonald, husband and wife, are the owners of Lots Six (6), Block Four (4),  
Mississippi Meadows. Said fee owners are collectively referred to herein as "Declarant."

**NOW, THEREFORE**, Declarant declares that all of the property described above shall be  
held, sold and conveyed subject to the following restrictions and covenants which are for the  
purpose of protecting the value and desirability of and which shall run with the property and be  
binding upon all parties having any right, title or interest in the described premises, or any part  
thereof, their heirs successors and assigns, and shall inure to the benefit of each owner of each  
lot.

## USE RESTRICTIONS

**Section 1. Use & Application:** These Covenants, Conditions, and Reservations shall apply to all lots located within the plat of Mississippi Meadows, except Lot 19, Block 1, and Lot 6, Block 4, Mississippi Meadows. Each lot shall be used solely for residential purposes. No commercial business may be conducted on the premises unless authorized by the Planning and Zoning Commission under the ordinances for the City of Baxter.

**Section 2. Construction Standards.** No lot may be subdivided. No new home construction shall be constructed on any of said lots without at least 1,350 square feet of floor space, excluding the basement and excluding the garage(s). Split-level or tri-level homes must have a minimum of 1,200 square feet per floor. Each new home constructed must have at least a two-car attached garage. No detached garages shall be permitted. All homes must be completed on the exterior within one (1) year after construction of said home commences. All homes constructed on said lots must have a permanent foundation at least 24 feet wide. Said foundation shall be a full foundation of masonry block, approved wood basement or poured concrete. The roof shall have a minimum 4/12 pitch (a 4 foot rise for each 12 foot run). Commencement of construction shall be from the date a building or zoning permit is obtained from the Baxter Zoning Office, or from the day of setting of the footings or the date of actual excavation, whichever is earlier. All landscaping must be completed within twelve (12) months of commencement of construction. All decks and patios must be completed within six (6) months from the date of completion of the exterior of the home or structure.

**Section 3. Temporary Structures.** No temporary structures, including but not limited to, car bodies, trailers, tents, fish houses, campers or self-contained units shall be permitted on the lots or any part thereof, except as may be allowed by the residential zoning ordinances for the City of Baxter. This restriction shall not be interpreted to prevent the temporary placement of a travel trailer, camper or self-contained recreational vehicle for a period not to exceed twenty-four (24) hours in any fourteen (14) day period.

**Section 4. Noxious Activity.** No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon to constitute a nuisance.

**Section 5. Maintenance.** Each owner or purchaser shall keep and maintain his/her lot and every part thereof in a clean and sanitary condition, including the mowing of grass, removal of weeds, leaves and rubbish thereon or therefrom.

**Section 6. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes and are kept merely for household pets. All household pets shall always be under the control of their owners, either by voice command or leash.

**Section 7. Tree Removal.** The clearing and cutting of trees shall be allowed for purposes of creating a building site for a residence or addition to an existing structure only, and

no unnecessary or unusual cutting and clearing of trees shall be allowed, the intent being to keep as much of a natural look to all lots as possible.

**Section 8. Exterior.** All buildings must be of an improved exterior facing such as brick, stucco, natural stone, drop siding, board and batten, cedar shakes or logs. All buildings must be constructed in a "workmanship-like manner," and are to be built on a full foundation of stone, masonry block or poured concrete. The exterior of the buildings shall be compatible with the area, and all colors shall be in an earth tone, basic coloring of buildings to fit with the general development and design of the area. Exteriors of out buildings or additional structures must match the exterior of the home or main building in design and materials. Any exterior structure or residence utilizing manufactured-type siding such as vinyl siding, steel siding, or aluminum siding must have additional decorative enhancements on the roadside of the structure. Said additional decorative enhancements include but are not limited to wood accents, stone accents, brick accents.

**Section 9. Water Supply.** Water is supplied by the City of Baxter. Each lot must be constructed so as to provide a sprinkler system for watering the lawns, trees, and shrubs, located between the residents and the street.

**Section 10. Overhead Utility Wires.** No overhead utility wires will be permitted. All utilities must be below grade. All homes and structures must have as its primary heat source natural gas, propane, or electricity.

**Section 11. Soil Removal.** No sod, soil, sand or gravel shall be sold or removed from any lot, except for the purpose of excavating for the construction or alteration of a residence on the lot for grading, landscaping or road improvement.

**Section 12. Driveways.** All driveways shall be located or constructed so as to minimize the negative impact, view or enjoyment of the adjoining landowner. All driveways must be constructed of either poured concrete or bituminous. Driveways must be completed within one (1) year after construction of said home commences.

**Section 13. Outside Storage.** Outside storage shall be prohibited. All storage must be inside a structure approved by the Planning and Zoning Commission of the City of Baxter, or zoning coordinator, as the case may be.

**Section 14. Recreational Vehicles.** No boat, trailer or recreational vehicle may be stored on any lot, unless completely enclosed in a garage or accessory structure, except said recreational vehicles may be located on driveways for no more than a twenty-four (24) hour period in any two (2) week period of time.

**Section 15. Refuse and Rubbish.** No lot shall be used or maintained as a dumping ground for rubbish, except for the temporary accumulation of building materials during construction of subdivision improvements and dwellings. The builder or owner shall promptly dispose of or remove all building material in a timely fashion. Trash, garbage or other waste

shall be kept only in sanitary containers designated for that purpose. All receptacles or other equipment used for the storage or disposal of rubbish shall be kept in a clean and sanitary condition.

**Section 16. Signs.** No sign of any kind shall be displayed to the public view on any lot, except one (1) sign, not more than 2.5 x 3 feet in size advertising a lot for sale is permitted. The declarant herein may also display a development-type sign displaying the development until 90% of the development has been sold. Said signs shall not exceed 4' X 8' in size.

### **GENERAL PROVISIONS**

**Section 1. Term.** The covenants, conditions, restrictions and reservations contained herein shall run with the property and shall be binding upon all of the parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner. All other provisions of this Declaration shall remain in full force and effect until twenty (20) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument agreeing to terminate or amending this Declaration is executed by the owners required by Section 3 below and recorded in the offices of the Baxter County Recorder or Registrar of Deeds.

**Section 2. Severability.** Invalidation of any one or more of the provisions herein by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect until the date of expiration.

**Section 3. Enforcement.** Each owner of a lot shall have the right to enforce the provisions of this instrument in his/her own name by proceedings in law to recover damages or in equity to restrain violation against any person violating or attempting to violate any covenant or provision hereof. Mississippi Properties, LLC, shall be the final authority regarding interpretation or enforcement of these Covenants, Restrictions, and Conditions. In the event of a dispute regarding whether or not a structure or improvement located within the plat is in violation of these Covenants, Restrictions, Conditions and Reservations, Mississippi Properties, LLC, shall have the final deciding authority.

**Section 4. Amendments.** Until a majority of the lots referenced herein have been conveyed, this Declaration may be amended by an instrument signed by not less than fifty-one (51%) percent of the lot owners. After a majority of lots have been conveyed, this Declaration may be amended only by an instrument signed by not less than seventy-five (75%) percent of the lot owners.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration to be executed as of the day and year first above written.

Mississippi Properties, LLC

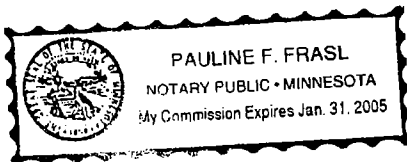
By: *Dean G. Renneke*  
Dean G. Renneke  
Chief Manager/Declarant

Mississippi Properties, LLC

By: *Michael Hayes*  
Michael Hayes  
Secretary/Declarant

STATE OF MINNESOTA )  
COUNTY OF Crow Wing )ss.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of Dec, 2003 by **Dean G. Renneke and Michael Hayes, the Chief Manager and Secretary, respectively, of Mississippi Properties, LLC, a limited liability company, under the laws of Minnesota, on behalf of the company, Declarant.**



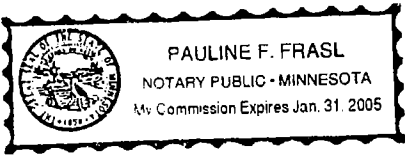
*Pauline F Frasl*  
Notary Public

*John T. MacDonald*  
John T. MacDonald

*Margaret A MacDonald*  
Margaret A. MacDonald

STATE OF MINNESOTA )  
COUNTY OF Crow Wing )ss.

The foregoing instrument was acknowledged before me this 16th day of Dec, 2003, by **John T. MacDonald and Margaret A. MacDonald, husband and wife.**



Pauline F Frasl  
Notary Public

Craig D. MacDonald  
Craig D. MacDonald

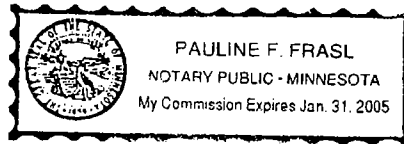
Nancy J. MacDonald  
Nancy J. MacDonald

STATE OF MINNESOTA )  
COUNTY OF Crow Wing )ss.

The foregoing instrument was acknowledged before me this 16th day of Dec, 2003 by **Craig D. MacDonald and Nancy J. MacDonald, husband and wife.**

Pauline F Frasl  
Notary Public

This instrument drafted by:  
James M. Gammello (#140144)  
Gammello & Qualley, P.A.  
Attorneys at Law  
14275 Golf Course Drive  
Suite 200  
Baxter, MN 56425



**CONSENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND**  
**RESERVATIONS FOR MISSISSIPPI MEADOWS**


The undersigned, Wells Fargo Bank Minnesota National Association, a United States corporation, having a Mortgagee interest in the real property legally described as follows:

**Part of Mississippi Meadows according to the plat thereof on file and of record in the office of the County Recorder, Crow Wing County, Minnesota.**

hereby consents to the Declaration of Covenants, Conditions, Restrictions, and Reservations for Mississippi Meadows.

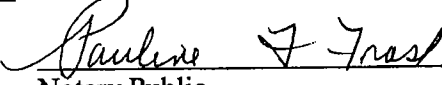
Dated:

WELLS FARGO BANK MINNESOTA, N.A.

  
By: ~~Robert Musielowicz~~ Brian Kirkpatrick  
Its: *President*

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of Dec, 2003, by Wells Fargo Bank Minnesota, N.A., a United States Corporation by ~~Robert Musielowicz~~, Its President, on behalf of the corporation.  
*Brian Kirkpatrick*

  
Notary Public

This instrument drafted by:  
James M. Gammello (#140144)  
Gammello & Qualley, P.A.  
Attorneys at Law  
14275 Golf Course Drive, Suite 200  
Baxter, MN 56425

