

TAMARA TRICAS
COUNTY RECORDER
PINE COUNTY, MN
Fee Amount: \$46.00

NORTH OAKS
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 13 day of February 2008, by United Country Banning Junction Real Estate Inc., a corporation, under the laws of the State of Minnesota (hereinafter referred to as Declarant).

WITNESSETH:

WHEREAS, the Declarant is the owner of real property described hereinafter and Declarant desires to create thereon a community of compatible and complementary single-family residential homes of high quality for the benefit of the residents of the community; and

WHEREAS, THE Declarant is the owner of the real property (hereafter the "Subject Property") located in the County of Pine, State of Minnesota and legally described as:

North Oaks

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the Subject Property and, to this end desires to subject aforesaid Subject Property to the covenants, conditions, restrictions and charges hereinafter set forth, each and all of which is and are for the benefit of the Subject Property as a whole and all owners of any part hereof; and

WHEREAS, the North Oaks of Sandstone Homeowners' Association, a Minnesota non-profit corporation has been formed for the purpose of effectuating policies and programs that will enhance the pleasure and value of the Subject Property, maintain and administer the

stormwater pond easements, to preserve and enhance the property, to administer and enforce the covenants and restrictions, and to collect and disburse the assessments and charges hereinafter created

NOW, THEREFORE, Declarant does hereby give notice to all purchasers and their successors of any portion of the Subject Property herein before described and whomsoever it may concern that the Subject Property is, and each and every conveyance of any portion of the Subject Property will be subject to the following covenants, conditions, restrictions and charges which will inure to the benefit of and pass with the Subject Property, and each and every parcel thereof, and shall apply to and bind each successor in interest, and any owner thereof.

ARTICLE I

GENERAL PURPOSE

The purpose of this declaration is to insure the best use and the most appropriate development and improvement of the Subject Property, to protect owners of the Subject Property against such use of surrounding property as will detract from the value of their property; to preserve, so far as practical, the natural beauty of the Subject Property; to insure the highest and best development for the Subject Property, to encourage and secure the erection of attractive structures thereon with appropriate locations thereof on each parcel; to prevent inharmonious improvement of the Subject Property; to secure and maintain property setbacks from the roads, and adequate free spaces between structures; and in general to provide adequately for a high type in quality and improvement in the Subject Property, and thereby to preserve and enhance the value of real estate made by purchasers of the Subject Property therein. In addition to the foregoing it is the further purpose of this declaration to provide for the future maintenance and repair of the storm water containment ponds located within the Subject Property.

ARTICLE II

USE OF LAND

Lot # 1, Lot #9 and Lot #10 will have storm water holding ponds built on them per engineered drawings. The ponds are the subject of a Declaration of Easement that has been recorded in connection herewith and that sets forth the further information concerning the ponds. It will be the responsibility of the North Oaks of Sandstone Home Owners Association to maintain these ponds in accordance with the original design.

In the event that the City of Sandstone annexes the Subject Property into the City and if the City determines that further improvements (road base improvements, black top, curb and gutter and drainage) must be made to United Country Road in order to bring the road up to City standards, the cost of such improvements will be specifically assessed by the City to the lot owners

within the Subject Property, in accordance with the City's special assessment policy.

No structure on a lot within the Subject Property shall be used for purposes other than a single-family residence, nor shall any trade or business of any kind be carried on within a structure or upon a lot, provided that none of the following activities shall be considered a violation of this covenant: 1) an owner may use a portion of his or her residence for home office or occupation purposes, provided that any applicable governmental approvals or permits are obtained; 2) an owner may employ or engage the services of a person or persons to provide maintenance, child care or other domestic services for the benefit of the owner or other residents living in the residence; and 3) an owner may conduct a home based day care business in compliance with all state and local statutes, laws, ordinances, rules and regulations.

No noxious or offensive trade or business activity shall be carried on upon the Subject Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Each lot owner shall be responsible to fix and repair at their expense any damage that is done to the road or ditches in this development, from them or their contractors during the construction stage of their lot.

No junk cars or shacks shall be permitted on the Subject Property, nor shall any structure of temporary character be used as a dwelling.

No on-site unhoused storage will be allowed for excess material or infrequently used vehicles. (Definition of infrequently: vehicles used less than once every 9 month period of each year.) No on-site unhoused storage will be allowed for snowmobiles, boats, trailers, golf carts and other seasonal items.

Pets as permitted by applicable governmental regulation will be permitted to be kept on any part of The Subject Property. Pets shall be properly restrained so as to avoid becoming an annoyance or nuisance to the neighborhood and shall be in accordance with any other applicable ordinance. All exterior lighting shall not interfere with the use and enjoyment of neighboring properties and must meet the terms of all applicable governmental regulations.

ARTICLE III

TYPE OF MATERIAL

All structures erected shall be of new material and new construction and exterior shall be completed within one (1) year after commencement of construction. Building exterior must be of brick, stone, metal, wood or maintenance-free siding (example: steel, vinyl, aluminum) and such exterior must be suitably finished. No manufactured homes are allowed, modular are permissible. Minnesota statutes and the definitions provided therein will control what constitutes a manufactured home or a modular home.

Exterior finishes shall be of the colors that are in harmony with the colors of the natural surroundings. ~~No residential building where the main structure has a ground floor area (exclusive~~

Amended
2/2022

~~of open porches and garages), of less than 1200 square feet shall be erected or placed on said lot. The roof pitch minimum on all residences shall be 6:12. All residences must have an attached garage with a minimum of two stalls.~~ Accessory buildings are permitted so long as they conform with all applicable governmental regulations, any required government permits have been obtained, the building is harmonious with the residence, the building does not exceed 2400 square feet and the height of the building does not exceed the height of the residence.

ARTICLE IV

GARBAGE AND REFUSE DISPOSAL

No lots shall be used or maintained as a dumping ground for rubbish, trash or garbage, nor shall any waste be kept on The Subject Property, except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall comply with all local, state, and/or other regulations. Incinerators are prohibited. All property owners must contract with a rubbish hauler for regularly scheduled trash pickup.

ARTICLE V

BUILDING LOCATION AND DRIVEWAYS

All buildings must be located on their respective lots in accordance with the applicable government regulations. For purposes of this Declaration, satellite dishes are considered to be part of the permanent structure and must meet all government setback regulations.

ARTICLE VI

ASSESSMENTS FOR MAINTENANCE AND REPAIR OF STORMWATER CONTAINMENT PONDS

The Subject Property has NPDES permitted storm water containment ponds (the ponds) that are located with the Subject Property at the following locations:

Lot #1, Lot #9, and Lot #10.

In time it is probable that the ponds will require certain maintenance or repair such that they continue to meet the specifications performance requirements set forth in the NPDES permit. It shall be the responsibility of the North Oaks of Sandstone Homeowners Association [the

Association] to levy assessments, collect assessments and pay a consulting engineer, legal advisor and pay for all maintenance and/or repairs necessary to fulfill this obligation. The assessment process, management, expenditure of, and accounting for funds received by the Association shall occur as set forth hereinafter.

1. ASSESSMENT: Each property located within the Subject Property shall pay the sum of \$100.00 per year to the Association. The assessment payment is due on May 15th of each calendar year. Accumulated funds shall be held in the name of the Association. At such time as the account reaches the amount of \$10,000.00 the Association may discontinue collecting the annual assessment, however, should the account balance drop below said amount then the annual assessment shall resume until such amount is reached. In the event that an affected Property owner fails to pay the assessment required hereunder, the Association, by its Board or a delegated agent thereof, shall have the right to place a lien on that Property, and initiate and prosecute any necessary collection proceeding including foreclosing the lien. Unpaid assessments shall bear interest at the rate of 6% per annum. Any action or proceeding taken by the Association to enforce the provisions of this Declaration shall include the right to collect all attorneys fees, costs, and expenses incurred in said action or proceeding.
2. MANAGEMENT AND EXPENDITURE OF FUNDS: The president and treasurer of the Association shall have the responsibility of managing the Association's funds. ~~The funds may be held in a simple savings account, money market fund, certificate of deposit or any similar FDIC insured account. The account shall be an interest bearing account.~~ Any withdrawal of funds, investment of funds, transfer of funds, or expenditure of funds shall require the signature of both officers. *The association's funds are to be held in an FDIC insured, non-interest bearing account.* The necessity for maintenance or repair shall be determined by the officers of the Association based on consultation with an engineer retained by the Association. In the alternative, if the local unit of government having land use jurisdiction over the ponds requires repair or maintenance thereto, the Association shall, in consultation with its engineer, make such repairs or perform such maintenance as will restore the ponds to conformity with the NPDES permit.
3. ACCOUNTING: On an annual basis, and no later than June 1 of each year, the President and Treasurer shall send each owner within the Subject Property a copy of the most recent statement of account prepared by the depository institution at which the Association funds are on deposit. Any owner of property within the Subject Property shall have the right to make inquiry about the funds on account, at any time. Inquiries shall be in writing and shall be delivered to both the President and Treasurer, both of whom shall respond to the inquiry within 30-days.
4. DEFAULT PROVISIONS FOR ASSESSMENTS AND FOR ORGANIZATION, AND MANAGEMENT OF THE ASSOCIATION: In the event that the Association officers or any member of the Association determines that the provisions for collecting assessments, managing assessments, spending the assessed funds, managing the Association or amending the provisions concerning assessments as set forth herein are not adequate then any applicable provision(s) of the Minnesota Common Interest Community Act shall apply.

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VII. TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by or against any owner of land included in the Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect until and unless an instrument signed by two-thirds of the then owners of the Subject Property has been recorded, agreeing to change said covenants in whole or in part. Amendments to this Declaration of Covenants, Conditions and Restrictions shall require the approval of the governmental entity or agency having zoning authority over the Subject Property.

If any lot owner or persons in possession of any of said lots shall violate or attempt to violate any of the covenants, conditions, and restrictions herein contained, it shall be lawful for any other person or persons owning any real estate situated in the Subject Property to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages from such violations. Failure by any land owner to enforce any restrictions, conditions, covenants, or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

The invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

No provisions contained herein shall be construed to restrict the Declarant or its assigns from its right to construct roads on the Subject Property or subdivide the Subject Property provided that the Declarant receives all required governmental approvals.

IN WITNESS HEREOF,

United Country Banning Junction Real Estate Inc.

BY: Thomas A. Jensen
Thomas A. Jensen President

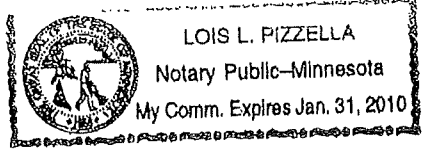
BY: Natalie M. Cowart
Natalie M. Cowart, Vice President

STATE OF MINNESOTA)

COUNTY OF Pinel) s.s.

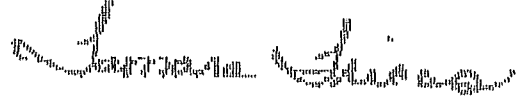
On this 13th day of February, 2008, before me a Notary Public, personally appeared the above named Thomas A. Jensen, the President and Natalie M. Cowart, Vice President of United Country Banning Junction Real Estate, a Minnesota corporation under the laws of the State of Minnesota on behalf of United Country Banning Junction Real Estate Inc.

Lois L. Pizzella
Notary Stamp



Notary Public

This instrument was drafted by:
United Country Real Estate
60519 State Hwy 23
Finlayson, MN 55735



TAMARA TRICAS
COUNTY RECORDER
PINE COUNTY, MN
Fee Amount: \$46.00

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (the "Declaration") is made this 13 day of February, 2008, by United Country Banning Junction Real Estate, Inc, fee owner (the "Declarant").

Recitals

- A. Declarant is the fee owner of certain real estate (the "Property") in Pine County, Minnesota, described as follows:

North Oaks

- B. Declarant wishes to establish permanent easements for storm water containment ponds that are located on the Property. The storm water containment ponds are located on Lot 1, Lot 9 and Lot 10 and are shown as "drainage easement" on the Plat of North Oaks. The easements are for the benefit of the North Oaks of Sandstone Homeowners Association (the Association), its successors or assigns. The easement shall also inure to the benefit of a unit of state or local government, charged with the right, duty or obligation to maintain or repair the storm water containment ponds.

Declaration


Now, therefore, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easement, which shall inure to the benefit of the Declarant, the Association, and to owners of record in the plat:

1. Maintenance and Repair Easement. The Property shall be benefitted by and Lots 1, 9 and 10 - to the extent shown on the plat of North Oaks shall be subject to, a perpetual easement for the maintenance and repair of the storm water containment ponds (the "containment ponds") shown on said Lots. Access to the containment ponds for purposes of this easement shall be from the public road adjoining the containment ponds.

2. Scope of Easement Rights. The easement created herein includes the right of the Declarant, the North Oaks of Sandstone Homeowners Association by its agents, contractors, or employees, to repair and maintain the storm water containment ponds. Specifically the easement allows for activities such as dredging and similar forms of material removal so that the ponds retain sufficient capacity to control storm water runoff within the plat in accordance with the standards in place at the time this easement was granted. Additionally, Declarants grant to the State of Minnesota, Pine County, and any other unit of local government with lawful authority over said containment ponds, the right to enter onto said containment ponds for the purpose of inspecting, repairing or maintaining same.
3. Easement to Run With Land; No Merger. The easement created herein shall run with the land and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns. The Declarant intends that the easement created herein shall not merge in Declarant's title to the Property and that any future conveyance of the Property by Declarant shall be subject to this Declaration of Easement.
4. Responsibility for Maintenance and Repair. Maintenance and repair of the containment ponds shall be the exclusive responsibility of Declarant and/or the Association formed pursuant to the Declaration of Covenants Conditions, and Restrictions for North Oaks recorded in connection with the plat.
5. Amendment; Modification; Termination. This Declaration of Easement may not be amended, modified or terminated without the consent of the Declarant or by a two-thirds vote of the Association. Any amendment, modification or termination of this Declaration shall require the approval of the governmental entity or agency having zoning authority over the subject property

IN WITNESS HEREOF,

United Country Banning Junction Real Estate Inc.

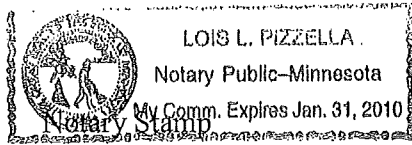
BY: 
Thomas A. Jensen President

BY: 
Natalie M. Cowart, Vice President

STATE OF MINNESOTA)

COUNTY OF Pine) s.s.

On this 13th day of February, 2008, before me a Notary Public, personally appeared the above named Thomas A. Jensen, the President and Natalie M. Cowart, Vice President of United Country Banning Junction Real Estate, a Minnesota corporation under the laws of the State of Minnesota on behalf of United Country Banning Junction Real Estate Inc.



Lois L. Pizzella
Notary Public

This instrument was drafted by:
Kevin A. Hofstad
LEDIN & HOFSTAD, LTD.
539 Main Street South
Pine City, MN 55063
(320) 629-7537
Attorney Reg. #12445X

We hereby make a resolution to amend the Declaration of Covenants, Conditions & Restrictions for the plat of North Oaks dated February 13, 2008 and recorded on February 13, 2008 as Doc# A 470566 as follows:

Article III, Page Three, the following verbiage shall be removed from the covenants:

“No residential building where the main structure has a ground floor area (exclusive of open porches and garage), of less than 1200 square feet shall be erected or placed on said lot. The roof pitch minimum on all residences shall be 6:12. All residences must have an attached garage with a minimum of two stalls.”

Article VI, Page Five, Number Two the following verbiage shall be removed from the covenants:

“The funds may be held in a simple savings account, money market fund, certificate of deposit or any similar FDIC insured account. The account shall be an interest bearing account.”

Article VI, Page Five, Number Two the following verbiage shall be added to the covenants:

“The Association’s funds are to be held in and FDIC insured, non-interest bearing account.”

Signed this _____ day of February, 2022

Thomas Jensen, President

Natalie Jensen, Vice President