

***DECLARATION OF COVENANTS AND RESTRICTIONS***  
**Plat of Black Wolf Trail**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made as of July 10,2006 by **Don R. Sovil and Lindsay M. Sovil**, husband and wife (together "Declarant").

***RECITALS***

- A. Declarant is the owner of all real property contained in the Plat of Black Wolf Trail, on file and of record in the office of the County Recorder in and for Lake County, Minnesota (the "Plat").
- B. Declarant desires that all lots contained in the Plat, as they may be further divided or consolidated (the "Lots"), be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained below, which are for the purpose of protecting the value and desirability of all of the Lots.

***DECLARATION***

**Declarant hereby declares that all of the Lots be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with all the Lots and be binding upon all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof:**

***COVENANTS AND RESTRICTIONS***

1. The Lots shall be used for private residential purposes only. No group homes, daycare centers or business or commercial activity shall be permitted within the area of the land described above except home occupations that do not require signs or significant customer traffic.
2. Lot owners may provide for the construction of residential structures with a main living area of not less than 600 square feet, which minimum living area shall be exclusive of any attached garage, porch, patio or similar appurtenance.
3. Outdoor lighting shall be shielded and not continuously on or at any time directed toward any neighboring property.
4. No animals or livestock shall be kept on the premises except domesticated household pets, which shall be limited to three (3) animals. All such animals must be restrained and/or kept in control to prevent barking or other noise disturbing to neighbors.

5. Each building Lot owner on the above-described premises shall have the right to proceed against any person violating or attempting to violate any provision contained herein, to prevent and abate such violation and to compel compliance with the terms of this instrument.

6. A variance from the provisions hereof may be granted by a vote of the owners of two-thirds of the Lots (each Lot being entitled to one vote). A statement of said variance shall be duly acknowledged and filed in the office of the County Recorder for Lake County, Minnesota, and shall be conclusive and binding upon all owners that the variance is in compliance with the provisions hereof and the deviation shall be waived to the extent thereof.

7. The grantees of deeds conveying land in the above described premises, by the acceptance of such deeds, bind themselves, their respective heirs, devisees, executors, administrators and assigns, that the land and buildings thereon, or to be erected, shall be used and occupied in compliance with the provisions of this instrument.

8. Enforcement of these provisions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the covenants or restrictions either to restrain violation or to recover damages. The invalidation of anyone or more of the covenants, restrictions, conditions or provisions herein contained, or any part or parts thereof, shall in no way affect any of the other provisions hereof and they shall remain in full force and effect.

9. These restrictions shall be in addition to those imposed by the Zoning Ordinance of Lake County.



EXECUTED AS OF THE DATE AND YEAR WRITTEN ABOVE.

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DON R SOVIL

~ /J}.S~J

LINDSAY Jf. SOVIL

STATE OF MINNESOTA ) "Ll ) ss.

COUNTY OF -J LOII-ij )

The foregoing instrument was acknowledged before me this JI)~day of< L1L.. , 2006, by Don R. Sovil and Lindsay

M. Sovil, husband and wife. ~ ~ ~

(Notarial seal)

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Notary Public

THIS INSTRUMENT WAS DRAFTED BY:  
LANO, NELSON, OTOOLE & BENGTON, LTD.  
Attorneys at Law 515 NE Second Avenue Grand  
Rapids, MN 55744 218-326-9603 DLO



***ROAD MAINTENANCE COVENANTS***  
***Outback Road***

THESE COVENANTS are made and created as of July 27, 2006, by **Don R. Sovil and Lindsay M. Sovil**, husband and wife ("Sovils").

***RECITALS***

- A. Sovils are owners of Lots 1 through 9, inclusive, Plat of Black Wolf Trail, Lake County, Minnesota (the "Platted Lots").
- B. The Platted Lots are accessed by a certain Easement granted by Lake County, a governmental subdivision of the State of Minnesota, filed as Document No. AOOO 156001 in the office of the Lake County Recorder, and by certain easements for ingress, egress and utilities reserved by Sovils in Documents No. A000159986 and AOOO 159987, filed in the office of the Lake County Recorder.
- C. Sovils have, by easement filed as Document No. A000161626 in the office of the Lake County Recorder, dedicated to the public certain easement rights, including all easement rights of Sovils referenced above (the "Road and Utilities Easement"), which lie over, under and within a road now known as Outback Road.
- D. It being understood that Outback Road will not be maintained, in the foreseeable future, by Lake County or any other governmental entity, Sovils wish to provide for future fair, equitable, appropriate and economical maintenance of Outback Road and the Road and Utilities Easement.

## **COVENANTS**

1       **Maintenance:** Sovils covenant that the owner or owners of each of the Platted Lots shall equitably share in all costs and expenses of maintenance, repair and reasonable and necessary future improvements to Outback Road, and to common utilities within the Road and Utilities Easement. Acquiring ownership of each lot or parcel shall so subject its owner or owners to such obligations.

2       **Resolution of Disputes:** All disputes arising in connection with the subject matter hereof, including without limitation determination of the equitable sharing of costs and expenses, shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If a single Arbitrator cannot be agreed upon, each party shall select an Arbitrator. The Arbitrators selected by the parties shall select a neutral Arbitrator. Each party shall be responsible for compensation of the Arbitrator selected by that party. The parties shall each be responsible for a proportionate share of the compensation of a single Arbitrator or a neutral Arbitrator. The determination of the Arbitrators shall be final and absolute. The Arbitrators shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrators may be entered as a judgment in any court of the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrators for the convenience of the Arbitrators, all arbitration proceedings shall be held in Lake County, Minnesota.

3       **Governing Law:** This Agreement shall be governed by the laws of the State of Minnesota.

4       **Binding Effect:** This Agreement shall be binding upon the parties and their heirs, administrators, representatives, executors, successors in title and assigns.

5       **Additional Parties:** The terms hereof shall also be binding upon parties, in addition to owners of the Platted Lots, who are or shall become served by Outback Road or the Road and Utilities Easement and who agree in writing to be so bound. The extent of use of Outback Road or the Road and Utilities Easement by such parties shall be considered in determining the equitable sharing of expenses of all parties bound hereby at any time.

6       **Amendments and Waivers:** No provision of this Agreement may be amended, waived or terminated except by an instrument in writing setting forth the terms of such amendment, waiver or termination, and signed all parties or successor parties to these Covenants

