

1004818

Declaration of Covenants, Restrictions, & Stipulation Plat  
of Pelican River Estates located in Section 17, Township  
133N, R43, Ottertail Co. Minnesota

This Declaration is made July 19<sup>th</sup> by Pinnacle Land Development, developer of Pelican River Estates.

1. The developers desire to place protective covenants on all of said lots for its use and benefit and for the use and benefit of its successors, grantees and assigns. It is the further intent of the owners that all of the following covenants, restrictions and stipulations shall in all respects and at all times, conform to all applicable regulations, laws and zoning ordinances of the County of Otter Tail, State of Minnesota.
2. There shall be no more than one single-family dwelling on each lot. This dwelling shall be used for residential purposes only, and shall not be smaller than 1,450 square feet of living area with a 27 foot minimum width. The pitch of the roof shall not be less than 5/12. Modular/Manufactured homes are permitted, however manufactured homes are allowed only in blocks 3 and 4. All buildings shall be of new construction and have permanent concrete or treated wood foundations. All homes shall have a minimum of a two car garage attached to the main dwelling. One storage shed or shop is allowable on the property only after the main dwelling has been started. Storage sheds/shops are to be done in good taste, with exteriors comparable to the home exteriors and their sole use is residential and no business is operated out of them. Exceptions to this covenant include: lot 1 of block 4. Existing storage sheds on this lot may be used for storage without a dwelling, however all items must be stored indoors at all times. Other exceptions that apply are lot 1 of block 1, lot 9 of block 2, and lot 1 of block 3: these lots are allowed two storage sheds/barns.
3. All buildings will be required to be approved by the developer.
4. No singlewide mobile homes, shacks, barns, or basements shall be permitted on Subject Property and used as a permanent residence. Travel trailers and campers are not permitted to be used as permanent dwelling. This restriction is not intended to prevent temporary use of a temporary form of residence during the actual construction of a permanent home, which shall not exceed 18 months. However, no camper or travel trailer shall be attached to or located next to any screened porch, entryway, patio or deck.
5. No inoperative vehicle shall be stored or remain upon the premises unless enclosed at all times within a building.

6. Lots shall be kept and maintained in a neat, uncluttered manner similar to city ordinances. All lawns will be mowed and be kept free of debris.
7. Horses will be allowed on the back of lot one of block one, lot nine of block two, and the eastern one-half of lot one block three. No other animals may be housed, raised or kept on any lot except domestic pets. Domestic pets include common household pets such as dogs, cats and other miscellaneous pets normally kept in the home. All pets in the subdivision shall be under the control of the owner at all times and shall be confined strictly to the owner's property. Dogs or cats that are noisy or cause damage to persons or property shall be deemed a nuisance and may be eliminated from the subdivision.
8. No home-based business that would generate traffic is allowable.
9. No signs except "For Sale" signs will be permitted.

TERM AND RIGHT TO ABATE VIOLATIONS

The provisions contained herein shall run with and bind Subject Property and shall insure to the benefit of and be enforceable by or against any owner of land included in Subject Property, their respective legal representatives, heirs, successors, and assigns and shall remain in full force and effect unless this instrument is signed by the majority of the then owners of subject Property and recorded, agreeing to change said covenants in whole or part. Each lot will constitute one vote.

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 persons 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 to subsequent thereto.

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

WHEREFORE, we, the undersigned, have executed these covenants this 19<sup>th</sup> day of July 2006.

Glenn Freeland  
Glenn Freeland, President  
Pinnacle Land Development

Subscribed and Sworn to before me

This 19<sup>th</sup> day of Sept. 2006  
R. L. Spangler



**OFFICE OF COUNTY RECORDER  
OTTER TAIL MINNESOTA**

I hereby certify that 1004818  
this instrument # \_\_\_\_\_

was filed/recorded in this office  
for record on the 1 day of  
September 2006 at 9:30 am

Wendy L. Metcalf, County Recorder  
by: Anna R. Hanson Deputy

46.00 recording fee  
well certificate

NFF