



Spider Lake

SADDLE SHORES HOMEOWNERS ASSOCIATION

Chisago County, Minnesota

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Initial Office of Saddle Shores Homeowners Association

RTS Spider Lake, LLC
1225 LaSalle, Suite 1802
Minneapolis, MN 55403

**DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR
SADDLE SHORES**

THIS DECLARATION made this 21st day of July, 2004 by RTS Spider Lake, LLC, a Minnesota limited liability company, (hereinafter referred to as "Declarant")

WHEREAS, Declarant is the owner of real property in the County of Chisago, State of Minnesota, described as

Lots 1 through 19, Block 1, Saddle Shores and
Outlot A, Saddle Shores

(the "Property")

WHEREAS, Declarant desires to impose upon and subject the Property to certain covenants, conditions, restrictions and reservations for the benefit of the present and future owners of the Property

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and reservations which are hereby declared to be for the benefit of the Property described herein and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner of any lot herein described and are imposed upon the Property and every part thereof as a servitude in favor of each and every parcel thereof as the tenement or tenements

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ARTICLE I.

ORDINANCES

In addition to the provisions of this Declaration, an owner must comply with all Ordinances of the County of Chisago (hereinafter the "County"), State of Minnesota in effect as of the date of this Declaration

ARTICLE II.

DEFINITIONS

Section 1 "Property" shall mean the real property described hereinabove, platted as part of Saddle Shores, Chisago County, according to the plat thereof on file and of record in the office of the County Recorder and Registrar of Titles in and for said County

Section 2 "Lot" or "Lots" shall mean the real property more particularly described as any one or all of the following

Lots 1 through 19, Block 1, Saddle Shores

Outlot A, Saddle Shores

Section 3 "Common Area" shall mean the areas owned by the Association or in which the Association has a legal interest for the common use, enjoyment and maintenance of the Owners, and to all improvements located thereon and owned or otherwise held by the Association for the common use, enjoyment and maintenance of the Owners as more particularly described on Exhibits A, B and C attached hereto

Section 4 "Association" shall mean Saddle Shores Homeowners Association

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Section 5 "Saddle Shores" shall mean the single family residential development located on the Property

Section 6 "Architectural Shingles" shall mean roof shingles which in the sole discretion of the Architectural Control Committee are equal to or better than a 30 year GAF Timberline asphalt shingle

Section 7 "Spider Lake Island Recreational Common Area Easement" shall mean those portions of Lots 16 and 17, Block 1, Saddle Shores, Chisago County, Minnesota, as legally described on Exhibit C for use by the Owners as hereinafter defined

ARTICLE III.

SADDLE SHORES HOMEOWNERS ASSOCIATION

Section 1 Every person or entity who is a record owner of a fee or undivided fee simple interest in any Lot subject to this Declaration (excluding contract sellers and including in place thereof their contract purchasers) (hereinafter referred to as "Owner") shall be a member of the Association. The foregoing is intended to exclude persons or entities who hold an interest merely as a security for the performance of an obligation until such time such person acquired a fee simple interest in such Lot by foreclosure or by any proceeding in lieu thereof. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to this Declaration. Ownership of such Lot shall be the sole qualification for membership.

Section 2 The Association shall have two (2) classes of voting membership.

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Class A Class A members shall be all owners of Lots

Class B Class B member shall be the Declarant

The voting rights of the two classes are different from each other and shall be as set forth in the Articles of Incorporation of Saddle Shores Homeowners Association just as if the same had been fully set forth herein

ARTICLE IV.

ASSESSMENTS

Section 1 "Common Area" The Common Area owned by the Association shall be exempt from the payment of assessments as defined herein and from the terms and conditions of this Article IV

Section 2 Personal Obligation Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, shall be and is deemed to covenant and hereby agrees to pay to the Association. (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable Said personal obligation of an Owner shall not pass to the Owner's successors in title or interest unless expressly assumed by them No Owner shall escape liability for the assessments which fall due while being an Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of the Owner's Lot or the right of possession thereof

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Section 3 Purpose of Assessments The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Property, and to construct, manage, improve, maintain, repair and administer the Common Area, including replacement of lighting as needed, mowing, weeding and snow removal

Section 4. Annual Assessment and Reserve Fund The Board of Directors of the Association shall fix from time to time the annual assessment. The total of the annual assessment for the members shall be in the amount of the estimated common expenses for each such class for the year, including a reasonable allowance for contingencies and for an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Property that must be replaced on a periodic basis. The Board of Directors shall on a quarterly basis cause reserve funds to be invested in certificates of deposit, savings accounts, United States of America government obligations or state or municipal obligations. No other investment of the reserve funds shall be permitted. If an annual assessment is not made by the Board of Directors as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

No annual assessment has been assessed as of the date of recording of this Declaration. No annual assessment shall be assessed until January 1, 2005. When an annual assessment is assessed, whether it be at an annual or special meeting of the members, it shall not exceed the annual rate of \$200.00 per Lot, until the next annual membership meeting at which, and after which, the annual assessments may be increased no more than ten percent (10%) above the assessment for the previous year.

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EXCEPT that the annual assessment may be increased more than ten percent (10%) by a favorable vote of two-thirds (2/3) of the Members who are present in person or by proxy at a meeting called in accordance with Section 6 of this Article

As long as Declarant is the Owner of any Lot, the annual assessment rate shall be one-half of the assessment rate for the Class A Members

Section 5 Special Assessments In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose

Section 6 Notice and Quorum Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Section 4 or 5, shall be sent to all Members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting At the opening of such meeting, the presence in person or by proxy of Members entitled to cast thirty-three percent (33%) of the votes of each class of the membership shall constitute a quorum

Section 7 Rate of Assessment Both annual and special assessments must be fixed at a uniform rate for all Lots not owned by Declarant

Section 8 Commencement of Annual Assessments By November 30 of each year the Board of Directors shall fix the amount of annual assessments against each separate Lot for the following calendar year and shall send written notice thereof

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to each Owner. The due date for payment of annual assessments shall be as set by the Board of Directors. The Owner of a Lot shall be liable for its pro-rata share of the annual assessments on the first day of the month following the conveyance of the Lot. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 9 Proof of Payment Upon written demand of an Owner at any time, the Association shall furnish such Owner a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 10 Nonpayment of Assessments Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of eight percent (8%) per annum and the Association may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action.

ARTICLE V.**LAND USE AND BUILDING TYPE**

Section 1 No Lot shall be used except for residential purposes, except that a Lot or portions of Lots may be used by Declarant and those authorized in writing by Declarant for temporary office, model homes, and/or for subdivision identifying entrance monuments No dwelling shall be erected, altered or placed on a Lot or permitted to remain there other than one detached single family dwelling not to exceed two stories in height, as measured from grade, together with an attached garage designed to accommodate a minimum of three (3) automobiles In the event the dwelling includes a walk-out basement, the basement shall not be counted as a story Notwithstanding the foregoing, an Owner may apply to the Architectural Control Committee for a variance to construct a storage garage on the Lot, which storage garage must (i) be designed and constructed to compliment the single family dwelling, (ii) be constructed of the same siding, trim and shingles as the single family dwelling, and (iii) not be visible from the street The Architectural Control Committee may approve or decline a request for a variance to construct a storage garage as it may determine in its sole discretion

Section 2 All structures constructed or placed on the Property shall be totally completed on the exterior thereof within twelve (12) months after commencement of construction. All driveways shall also be completed within twelve (12) months after commencement of construction All landscaping shall be completed within six (6) months of the issuance of the Certificate of Occupancy

Section 3 No Lot shall be subdivided.

Section 4 The minimum square footage (exclusive of garage, basement, open porch or accessory structures) for a single family home to be constructed within Saddle Shores are as follows

- (a) 1,500 square feet for a one (1) story rambler residence,
- (b) 1,500 square feet for a split level or split entry level residence,
- (c) 2,400 square feet for a one and one-half (1 1/2) story residence with at least 1,500 square feet on the main floor, and,
- (d) 2,500 square feet for a two (2) story residence with at least 1,150 square feet on the main floor

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

Section 1 No dwelling, building, driveway, walkway, deck, patio, lighting, wall, retaining wall, fence, garage, aerial, antenna, wire, pipe, mailbox, mailbox stand, exterior ornament, statues, wishing wells, swimming pool, storage tank, landscaping, or other structure (herein, "Improvement") shall be constructed, altered, improved or placed upon the Property without written approval by Saddle Shores Architectural Control Committee (herein "Committee") of the plans and specifications for said improvements, including site location thereof, and of the builder or contractor who will actually perform the proposed work. All homes, attached garages and storage garages must use an adequate amount of brick, stone, stucco, cedar, redwood, or wood composite (example, Primetrim or Miratec), or paintable concrete siding (example, Hardi-plank), and Architectural Shingles as defined herein on the roof. Doors and window trim may consist of aluminum, steel or vinyl, subject to the approval of the

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Committee which approval shall be at the discretion of the Committee. The exterior surfaces of the improvements must comply with the Chisago County Ordinances and Saddle Shores Development Plans approved by the County of Chisago. Propane tanks shall be installed and located so that they are not visible from the road.

Section 2. The Committee shall consist of three individuals whom, so long as Declarant owns a buildable Lot, shall be appointed by Declarant. At such time as Declarant no longer owns a buildable Lot, the members of the Committee shall be deemed to have resigned and the rights and responsibilities of the Committee shall transfer to the Board of Directors.

Section 3. The Committee shall appoint one member of the Committee to be its Chairman. The Chairman shall call meetings of the Committee. A quorum of the Committee shall consist of two (2) of its members. The Committee may act upon the vote or written consent of any two (2) of its members. The Chairman of the Committee is authorized to execute certificates of approval, notices of disapproval and similar instruments effectuating decisions of the Committee.

Section 4. At least fourteen (14) days before improvement, construction or alteration is commenced, the Owner shall submit to the Committee, three (3) complete sets of architectural plans and specifications (including, without limitation, full site plans, exterior materials, exterior colors, exterior lighting fixtures, driveway plan and landscape plan) along with the name of the builder or contractor who will actually perform the proposed work.

Section 5. Within fourteen (14) days of receipt of plans and specifications and the name of the builder or contractor, the Committee shall approve or disapprove a

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builder or contractor if the Committee determines, in its sole discretion, that such builder or contractor does not meet, in the Committee's sole discretion, the Committee's standards of credit worthiness and/or does not build homes of the same quality and in the same price range as built or to be built by Declarant in Saddle Shores. Within fourteen (14) days of receipt of complete plans and specifications, the Committee shall approve or disapprove the plans and specifications. The Committee may disapprove plans and specifications only for one or more of the following reasons which shall be at the Committee's sole and exclusive discretion:

- (a) noncompliance with this Declaration,
- (b) failure of the exterior of the building to be of a style compatible with, or failure of a dwelling to be of a minimum size, quality of construction and price range as, the dwellings built or contemplated to be built by Declarant in Saddle Shores,
- (c) failure of a dwelling or landscaping to be placed and oriented on its Lot in a manner compatible to the dwellings built or to be built upon adjoining Lots and in a manner compatible with the terrain of the Lot, or
- (d) failure of the plans and specifications to show all information necessary to evaluate the foregoing characteristics

The Committee's determinations concerning the plans and specifications shall be conclusive. If the Committee disapproves the builder or the plans and specifications, it shall state in writing the reason for such disapproval and, in the case of the plans and specifications, the deficiencies which must be cured to obtain approval. If construction or an Improvement is commenced without approval by the Committee of the builder or

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the plans and specifications, or if construction of an Improvement is completed not in accordance with the approved plans and specifications, Declarant, or the Owner of any Lot in Saddle Shores, may bring an action to enjoin further construction and to compel the Owner to discontinue use of the builder or to conform the Improvement to the plans and specifications approved by the Committee, as the case may be, provided that such action shall be commenced and a Notice of Lis Pendens shall be filed no later than ninety (90) days after the date on which the Certificate of Occupancy is issued by the appropriate municipal authority. If the nonapproved and/or nonconforming Improvement is made upon a Lot for which a Certificate of Occupancy had been previously issued, the action shall be commenced and a Notice of Lis Pendens shall be filed within ninety (90) days after the Plaintiff in the action discovers or learns of the Improvement.

The Committee shall retain all plans and specifications submitted to it, and a record of all actions taken with regard to them. In the event that Declarant, the Committee, and/or the members of the Committee shall fail to discharge their respective obligations under this Article VI of this Declaration, then any Owner of the Lot in Saddle Shores may bring an action to compel the discharge of said obligations. Such an action shall be the exclusive remedy of any Owner of a Lot in Saddle Shores for failure of the Declarant, the Committee, and/or the members of the Committee, and all Owners of any Lot hereby release Declarant, the Committee and members of the Committee from any liability of any nature whatsoever, whether direct, consequential, or otherwise arising out of, or in connection with Declarant or the Committee's duties hereunder, whether by negligence or failure to perform such duties or for any other reason.

The Committee shall have the right to order an Owner of any Lot to

remove or alter any Improvement erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming Improvement, construction or other violation. Any cost incurred by the Committee in enforcing this section shall be levied as an assessment against said Lot and paid in accordance with Article IV hereof

Reasonable variances to the covenants, conditions and restrictions may be granted by the Committee after review in order to overcome practical difficulties or to prevent unnecessary hardship. A variance may only be granted if it is not detrimental to other property and shall not defeat the purpose of this Declaration

ARTICLE VII.

STRUCTURE LOCATION

The Architectural Control Committee may require a structure to be located farther from the side lot lines and/or front lot line than the minimum building setback requirements of the City. Any application for a variance therefrom must be approved by the Committee prior to the presentation to the City. This Section is intended to define the procedure for application for variance, and does not impair an individual's right to request and obtain a variance from the City

ARTICLE VIII.

BUSINESS ACTIVITIES

No business (except for in-home occupations as defined and permitted by the County in single family residential districts) may be continuously conducted or operated from a Lot nor shall any Owner conduct any activity which causes inconveniences, excessive traffic, excessive parking congestion or undue annoyance to

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the neighborhood except those businesses which are in the business of selling Lots and homes in Saddle Shores

ARTICLE IX.

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to Saddle Shores and the surrounding neighborhood

No clothes line or drying yards or pet control lines shall be permitted unless concealed by hedges or screening acceptable to the Committee No weeds, or other unsightly growths shall be permitted to grow or remain upon the premises No refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere thereon In the event that an Owner of any Lot shall fail or refuse to keep such premises free from weeds, refuse piles or other unsightly growths or objects, then the Developer or the Committee may enter upon such lands and remove the same at the expense of the Owner and such entry shall not be deemed as trespass and in the event of such a removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot and such amount shall be due and payable within thirty (30) days after the Owner is billed therefor No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the

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occupants of surrounding property The outside storage of an unlicensed or inoperable motor vehicle upon the premises shall also be considered a nuisance

ARTICLE X.

TEMPORARY AND AUXILIARY STRUCTURES

No structure of a temporary character, recreational vehicle, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently

No attached or detached dog kennels, runs or enclosures shall be permitted unless hidden or concealed from the front and side views of the Lot and the design and location of same has received the prior written approval of the Committee No other detached storage buildings shall be permitted without a variance approved by the Architectural Control Committee

ARTICLE XI.

STORAGE OF VEHICLES, ETC.

All recreational vehicles, trailers, boats, snowmobiles and wheeled or tracked vehicles (not including passenger cars or any equipment used in construction or repair of the Property) shall not be stored on the Lot unless within a garage or enclosure on a Lot, provided that it shall not be visible from outside the Lot No passenger cars shall be parked, kept or stored on the Lot except on a temporary basis unless parked, kept or stored within a closed garage

Overnight outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, yard and garden tools and equipment and trash and garbage containers shall not be allowed unless effectively

screened from view outside the Lot. The design of any screening enclosures must be approved by the Committee.

ARTICLE XII.

DRIVEWAYS

All driveways shall be hard-surfaced.

ARTICLE XIII.

NON-PERMITTED STRUCTURES

No radio or television antenna, towers, or electric generating windmills or other similar structures shall be permitted. No antenna, satellite dish or similar structure of any sort shall be installed or maintained which is visible from the front of Lot or neighboring properties unless prior to any installation, the Committee gives approval and makes a finding that no adverse impact will be suffered by any Lot in Saddle Shores. No person or entity which is not an Owner may erect or maintain a television satellite dish on any Lot.

ARTICLE XIV.

LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred, kept on property, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided that they do not constitute a nuisance. No more than two cats and/or dogs shall be kept by the Owners of any Lot at any one time except that a litter of kittens or puppies may be kept until one month after they are weaned.

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ARTICLE XV.**EASEMENTS**

Section 1 Utility and Drainage Easements Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, except that a bituminous or concrete driveway or walkway which does not impede surface water runoff and drainage may be installed and maintained across the easement subject to disturbance for installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or private utility company is responsible.

Section 2 Monument(s) and Landscape Easement Lot 1, Block 1, Saddle Shores, shall be subject to an easement as legally described on Exhibit A in favor of the Association for the operation, maintenance, repair and/or replacement of the subdivision entrance monument(s), lighting, signs, landscaping and berms that may be constructed upon said easement area for which the Association has an ownership interest or responsibility for maintenance and upkeep.

Section 3 Spider Lake Island Recreational Common Area Easement Lots 16 and 17, Block 1, Saddle Shores, Chisago County, Minnesota, shall be subject to an easement as legally described on Exhibit B in favor of the Association for use by all

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Owners for access for ingress and egress to the Spider Lake Island Recreational Common Area also located on Lots 16 and 17, Block 1, Saddle Shores, as legally described on Exhibit C. The Association shall be responsible for the operation, maintenance, repair and/or replacement and upkeep of the easement areas legally described on Exhibits B and C and all improvements placed thereon.

Section 4 Granting Additional Easements. The Declarant reserves the right, so long as Declarant owns a Lot, for itself and for the Board of Directors of the Association, without joinder or consent of any person or entity whatsoever, to grant such additional utility easements, including, but not limited to, irrigation, cable television, television antennas, electric, gas, water or other utility easement, or to relocate any existing utility easement in any portion of the Property as the Declarant or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Lot Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot for permitted purposes.

Section 5 Vacation of Utility and Drainage Easements. The utility and drainage easements as shown on Lots 4 and 5, Block 1, Saddle Shores, Chicago County, Minnesota, as shown and dedicated on the recorded Plat of Saddle Shores described as follows are hereby vacated:

That part dedicated and platted in Saddle Shores as drainage and utility easement over, under and across Lots 4 and 5, all in Block 1, Saddle Shores, Chisago County, Minnesota, which lies northerly of the survey line as platted in said Saddle Shores, except the North

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10 00 feet, the East 10 00 feet, and the West 5 00 feet ,
4, and except the North 10 00 feet, the East 5 00 feet, and
10 00 feet of said Lot 5, Chisago County, Minnesota

ARTICLE XVI.

RUBBISH

No Lot shall be used or maintained as a dumping ground for rubbish,
except during construction of subdivision improvements and dwellings Said
construction debris shall not be allowed to accumulate and remain on any Lot Trash,
garbage, or other waste shall not be kept except in sanitary containers and must be
picked up by a commercial collector on a weekly basis All equipment for storage or
disposal of such material shall be kept in a clean and sanitary condition

The Association shall contract with only one trash or garbage hauler for
removal of all trash and garbage for all Lot Owners, however, each Lot Owner shall be
responsible for direct payment for such services to said trash or garbage hauler

ARTICLE XVII.

SOIL, GRADING

No sod, soil, sand, gravel, or timber, shall be sold or removed from any
Lot, except for the purpose of excavating for the construction or alteration of a residence
on said Lot or appurtenances thereto, or for the proper grading thereof, or for
landscaping, or for road improvements or utility installation As long as Declarant is an
Owner of one or more Lots, no soil, and/or gravel shall be removed from Saddle Shores
without Declarant's express permission, instead, it must be deposited at a place or
places designated by Declarant

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ARTICLE XVIII.

SIGNS

No signs of any kind shall be displayed to the public view on any Lot except as follows

- (a) Notwithstanding any of the provisions set forth below, all signs erected on the Property shall conform to the County's sign ordinances as amended from time to time
- (b) Subdivision identification entrance monuments may be installed by Declarant in a size which conforms to the City ordinance Entrance advertising signs may be installed by Declarant and maintained until Declarant no longer owns any buildable Lots
- (c) Individual lot "for sale" signs

ARTICLE XIX.

MAINTENANCE AGREEMENT

Section 1 Each Lot Owner shall bear its share, as set forth herein, of all expenses whether minor or major, foreseen or unforeseen, routine or special, related to the maintenance, repair and/or replacement of all subdivision monuments, lighting, signs, and berms and landscaping constructed on the Common Areas

Section 2 The Owners agree to maintain their Property and the Common Areas without the use of phosphorus based fertilizer

Section 3 In addition to the foregoing, the Owners of all Lots shall be solely responsible for all expenses incurred in maintaining, repairing and replacing their respective mailboxes Mailboxes shall be constructed, installed and maintained at the

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continuing approval of the Committee in conformance with the design and type initially selected by the Declarant or as on file with the Association. Failure to maintain the mailboxes in a condition satisfactory to the Committee shall result in the Association replacing said mailboxes and billing the Lot Owner directly for said replacement, including all costs incurred at the Committee's and Association's discretion after written notice of same to the Lot Owner.

ARTICLE XX.

NOTICE OF VIOLATION

Unless otherwise specified herein, Declarant or the Association shall give an Owner written notice of any violation of the provisions contained within this Declaration. This notice shall be given by certified mail, addressed to the Owner at the property address of the Lot in question and shall specify in reasonable detail the nature of the violation. In the event that the violation is not corrected within seven days from receipt of said written notice, then the Association shall be entitled to utilize all remedies as provided for in this Declaration. Notwithstanding the above language, the Association shall not be required to provide notice of violation if, in the Association's reasonable judgment, the Association believes that the violation could cause immediate and irreparable harm to the Association or its members if the remedies provided for in this Declaration are not immediately invoked.

ARTICLE XXI.

TERM

These covenants, conditions, restrictions and reservations shall run with the land and shall be a servitude thereon, and shall be binding on all of the parties

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hereto, upon all persons claiming under them, and upon all purchasers of all or any of the land so described herein and their heirs, assigns, and successors-in-interest All of the provisions of this instrument shall remain in full force and effect until thirty (30) years from the date hereof, at which time they shall cease unless an instrument extending the term and signed by a majority of the Owners has been recorded prior to the expiration of the initial thirty (30) year period

ARTICLE XXII.

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

ARTICLE XXIII.

ENFORCEMENT

Each Owner of a Lot in Saddle Shores 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, provided that the remedies in Article VI and not the remedies of this Article XXII shall apply to violations of Article VI

ARTICLE XXIV.

EXEMPTION

The Common Interest Ownership Act, Minnesota Statute § 515B et seq , does not apply to the Association or this Declaration under the exemption contained in Section 515B 1-102(e) The Lots consist solely of separate parcels of real estate

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EXHIBIT A

Monument(s) and Landscape Easement

A perpetual easement over, under and across the following described real property for the placement, maintenance, repair and/or replacement of entrance monument(s), lighting, signs, landscaping and berms:

That part of Lot 1, Block 1, SADDLE SHORES, Chisago County, Minnesota, which lies northwesterly of the following described line:

Commencing at the northwest corner of said Lot 1; thence South 00 degrees 27 minutes 08 seconds East (assumed bearing) along the west line of said Lot 1 a distance of 45.42 feet to the point of beginning of the line to be described; thence North 88 degrees 21 minutes 31 seconds East 114.70 feet; thence North 00 degrees 05 minutes 12 seconds East 48.69 feet to the southerly right-of-way line of Maxwell Road as platted in said plat of SADDLE SHORES and said line there terminating.

EXHIBIT B

Access Easement for Ingress and Egress
To
Spider Lake Island Recreational Common Area

A perpetual easement 20 feet in width over, under and across Lots 16 and 17, Block 1, Saddle Shores, Chisago County, Minnesota, for access for ingress and egress from Maxwell Road to Spider Lake Island Recreational Common Area, the centerline of which is described as follows:

Beginning at the northeast corner of said Lot 16; thence South 13 degrees 42 minutes 22 seconds East (assumed bearing) along the east line of said Lot 16 a distance of 380.29 feet and said centerline there terminating.

EXHIBIT C

Spider Lake Island Recreational Common Area Easement

A perpetual easement over, under and across that part of Lot 17, Block 1, Saddle Shores, Chisago County, Minnesota, for recreational Common Area use by the Owners of Saddle Shores, which lies southerly and southeasterly of the following described line:

Commencing at the northwest corner of said Lot 17; thence South 13 degrees 42 minutes 22 seconds East (assumed bearing) along the west line of said Lot 17 a distance of 325.09 feet to the point of beginning of the line to be described; thence North 80 degrees 30 minutes 51 seconds East a distance of 578.52 feet to the southeasterly extension of the northeast line of said Lot 17 and said line there terminating;

And

A perpetual easement over, under and across that part of Lot 16, Block 1, Saddle Shores, Chisago County, Minnesota, for recreational Common Area use by the Owners of Saddle Shores, which lies easterly of the following described line:

Commencing at the northeast corner of said Lot 16; thence South 13 degrees 42 minutes 22 seconds East (assumed bearing) along the east line of said Lot 16 a distance of 325.09 feet to the point of beginning of the line to be described; thence South 50 degrees 47 minutes 44 seconds West a distance of 147.07 feet; thence South 37 degrees 36 minutes 15 seconds East a distance of 327.69 feet to the southerly extension of the east line of said Lot 16 and said line there terminating.