Lundgren Bros. Construction, Inc.
a Minnesota corporation
(Corporate Seal) and
The Farmers and Mechanics
Savings Bank of Minneapolis,
a Minnesota mutual savings bank
(Corporate Seal)

156. to
Whom it Concerns

Declaration of Covenants,
Conditions, Restrictions and
Reservations for Burl Oaks
Dated Aug. 4, 1978
Filed Aug. 7, 1978
#4400721
(For complete take-off see
Exhibit C hereto attached).
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATIONS
For
BURL OAKS

This Declaration is made this 4th day of August, 1978,
by the undersigned parties representing all the owners in fee and all the
encumbrancers of the land hereinafter described lying in Hennepin
County, Minnesota.

WHEREAS, LUNODREN BROS. CONSTRUCTION, INC., a Minnesota
corporation, is the fee owner of the real property legally described as:
Lot 1 and Lots 3 through 8, Block 1;
Lots 1 through 4, Block 2;
Lots 1 through 9, Block 3; all in
BURL OAKS, according to the re-
corded plat thereof.
(herin "said land");

WHEREAS, THE FARMERS AND MECHANICS SAVINGS BANK OF
MINNEAPOLIS, a Minnesota mutual savings bank, is the holder of a first
mortgage of record on said land, which mortgage was dated August 4th,
1978 and recorded August 7th, 1978 as Document No. 4400721,
in the office of the County Recorder in and for said County and State
(herin "said mortgage"); and

WHEREAS, the above described parties hereto desire to impose upon
and subject said land to certain covenants, conditions, restrictions and
reservations for the benefit of said land and its present and future
owners;

NOW, THEREFORE, the parties hereto hereby declare, impose upon,

Exhibit "C"
and make all of said land subject to the following covenants, conditions, restrictions and reservations, which shall operate as restrictions passing with the conveyance of every lot so described herein, and shall apply to and bind each and every successor-in-interest to the parties hereto, to-wit:

1. No lot shall be used except for residential purposes. No dwelling shall be erected, altered or placed on the property or permitted to remain there other than one detached single-family dwelling not to exceed two stories in height, as measured from grade. In the event the dwelling includes a walk-out basement to the rear, the basement shall not be counted as a story. Such dwelling may have an attached garage for not more than three cars (but not a detached garage), and may have an attached or detached building for storage purposes.

2. Any dwelling erected or placed on any lot shall have a cost of at least $70,000, exclusive of lot cost. If the dwelling has one story, excluding any walkout basement, the first floor area shall be at least 1,400 square feet. If the dwelling has two stories, excluding any walkout basement, the first floor area shall be at least 1,000 square feet and the total area of the first and second floor shall be at least 1,800 square feet. The first floor area described in the preceding two sentences shall be exclusive of breezeways, open porches or garages. All structures constructed or placed on the property shall be completely completed on the exterior thereof within nine months after commencement of construction.

3. Building setbacks from the side street lines, side lot lines and front and rear lot lines shall conform to City Ordinances.

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

5. No structure of a temporary character, 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.

6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the 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. No more than two cats and/or dogs shall be kept by the owners of any lot at any one time.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No sign of any kind shall be displayed to the public view on each lot except as follows:

   a. During the initial construction and sales period of the subdivision one sign no larger than 3 feet by 4 feet in size may be placed on the lot advertising the lot for sale, except in the case of houses advertised as model homes, in which case multiple signs, and/or signs in excess of 3 feet by 4 feet in size are permitted.

   b. After the initial construction and sales period, one sign of not more than one square foot in size identifying the profession of the occupant of the lot, and one sign of not more than 2.5 feet by 3 feet in size, advertising the lot for sale are permitted.

9. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat of BURL OAKS. Within these easements, no structural, planting or other material 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 of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through
drainage channels on the easements. 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 utility company is responsible.

10. 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 said premises or appurtenances thereto, or for the proper grading thereof, or for road improvement.

11. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property, within 20 feet of any park, or within 20 feet of the edge of any water course, except that clean fill may be placed nearer to a water course provided that the natural water course is not altered or blocked by such fill.

12. 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 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. These covenants, conditions, restrictions and reservations shall remain in full force and effect until 20 years from the date hereof, at which time they shall be automatically extended for successive periods of 10 years each unless an instrument agreeing to change these covenants, conditions, restrictions and reservations in whole or in part and signed by the owners of the majority of the lots comprising the land so described herein has been recorded.

13. 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.

14. Enforcement of the foregoing shall be by proceedings at law or in equity against any person or persons violating or attempt-
ing to violate any covenant or provision herein, either to restrain violation or to recover damages to any party hereto or party claiming under them.

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

[CORPORATE SEAL]
LUNDGREN BROS. CONSTRUCTION, INC.
By

[Signature]
By
[Corporate Seal]

BOTH CORPORATIONS HAVE CORPORATE SEALS ATTACHED

THE FARMERS AND MECHANICS SAVINGS BANK OF MINNEAPOLIS
By
[Signature]
By
[Corporate Seal]
By
[Signature]
By
[Corporate Seal]

AUGUST 7, 1978