

AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS BY
AMERICAN CENTRAL CORPORATION
HEREINAFTER CALLED DEVELOPER

WITNESSETH:

WHEREAS, these amended and restated restrictive covenants replace in its entirety the Declaration of Restrictive Covenants by American Central Corporation filed and recorded in Todd County on November 28, 1969 as document number 247695.

WHEREAS, these restrictive covenants are amended and restated with Sylvan Shores Association as the Developer's successor and assignee.

WHEREAS, the Sylvan Shores Board of Directors shall, pursuant to the laws of Minnesota and its by-laws, have the power to amend, modify or and to these restrictive covenants.

WHEREAS, Developer is the owner of real property described in Article ii of this Declaration together with other contiguous properties and desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the~ benefit of; said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities, and to the end, desires to. subject the real property described in Article ii together with such additions as my hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS; Developer has or shall cause to be incorporated under the laws of the State of Minnesota, as a nonprofit corporation, SYLVAN SHORES ASSOCIATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article ii, and such additions thereto as may hereafter be made pursuant to Article II, hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants conditions restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the real property and be binding on all parties having any right, title or interest in the subject property, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (A) "Association" shall mean and refer to SYLVAN SHORES ASSOCIATION.
- (B) "Board" refers to the Board of Directors of the Association.
- (C) "The Properties shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II, hereof.
- (D) "Common Properties" shall mean and refer to those areas designated by the Developer. These lots are intended to be devoted to the common use and enjoyment of the owners of the Properties.
- (E) "Original Lot" shall mean and refer to any lot or plat of land shown upon any recorded subdivision map of the Properties after the same has been, sold by the Developer, or its representatives or assigns, by land contract or by deed but. shall not include common Properties as heretofore defined nor any lot that the Developer has reacquired following the sale of same as a result of default by the purchaser and which the Developer or its assigns holds for the purpose of resale.
- (F) "Owner" means the, record Owner, whether one or more persons or entities, of the fee simple title to any Lot that is part of the Subject Property. Owner shall also mean and refer to a contract for deed vendee (purchaser) of a Lot that is part of the Subject Property, who is entitled to possession 'of such Lot pursuant to said contract. . "Owner" shall not include a mortgagee or a contract for deed vendor (seller) whose vendee is entitled to possession, unless and until such mortgage or contract for deed vendor has acquired both legal and equitable title pursuant to foreclosure (in the case of a mortgage) or cancellation proceedings (the case of a contract for deed) or proceedings in lieu thereof,
- (C) "Member" shall mean and refer to all those Owners who are members of the 'Association as provided in Article III, Section 1, hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. EXISTING PROPERTY. The real property which *is*, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in the Township of Fawn Lake, County of Todd, Minnesota, and is more particularly described as follows ;

P].at of Sylvan Shores

Being a subdivision part of Section 30, Township 132 North, Range 32 West. Fawn Lake Township, Todd' County, Minnesota all of which real property is referred to herein as "Existing Property."

Section 2. ADDITIONAL LANDS may become subject to this declaration.

- (A) THE DEVELOPER, its successors and assigns, shall have the right to bring additional lands

located in Todd County, Minnesota, under the covenants and restrictions set forth in this Declaration and the general plan may be made subject hereto to the same force and extent as if such addition were a part of the Existing Property with owners of lots therein subject to like, assessments and entitled to like, benefits in Common Properties as Owners of lots within the Existing Property. Such additions may be made by filing of record a Declaration or Declarations to the effect. The Developer, its Successors and assigns shall not be required to subject properties developed hereafter to the Covenants and Restrictions contained herein or any of them.

(B) OTHER ADDITIONS. Upon approval in Writing of Association pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this declaration and to subject it to the jurisdiction of the Association, may file a record of supplementary Declaration of Covenants and restrictions, as described in subsection (A) hereof. This provision is not intended to apply to Developer, its successors or assigns, and shall not limit the rights reserved, to them under (A) above.

(C) MERGERS. Upon a merger or consolidation of the Association with other association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law be transferred to another surviving or Consolidated, association or, alternatively, the properties, rights and obligations of another association, may by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation however, shall affect any revocation, change or addition to the Covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

(A) The ownership of each lot within the Properties shall constitute the Owners thereof as members of the Association, provided that if more than one lot has common ownership, such ownership shall constitute only a single member of the Association, and provided further that ownership shall mean legal ownership of the fee or equitable ownership as land contract vendee when the Developer or its successor or assigns have sold the same on land contract, provided further that no such lot shall have more than one such ownership, and further provided that no interest held as security only shall constitute ownership under this paragraph. Membership shall be appurtenant to and may not be separated from Ownership of the subject property.

(B) Persons not holding an interest in any Lot in said Properties may become non-voting members of the Association under terms and conditions prescribed by the Board of Directors.

Section 2. Voting rights. Each lot shall be entitled to one **Vote**. A member shall be entitled to as many votes as the number of lots which he (and his common owners, if any) owns. Each lot shall have but one vote irrespective of the number of common owners thereof, which Vote shall be case as such common owners agree.

ARTICLE IV

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to provisions of this article in Section 3, every member shall have a perpetual and unrestricted right of use and enjoyment in and to the Common Properties and such right in the nature of any easement shall be appurtenant to and shall pass with the title to every original lot.

Section 2. TITLE TO COMMON PROPERTIES. The Developer shall retain the legal title to the Common Properties but not longer than such time as it has sold 90% of the lots in the Properties including all additions thereto and the aggregate of the Outstanding balances of the sales prices therefore has been reduced to 80% thereof, but not later than fifteen (15) years from the date of the recording of this document, when Developer shall convey to the Association such Common Properties with all improvements thereon which conveyance and transfer said Association shall pay to Developer, for a period, of ten (10) years after the date of such transfer, an annual payment equal to 20% of the gross assessments received by it under Article v, Section 3 above, during the fiscal year immediately preceding the date of transfer, and an amount similarly determined for each succeeding year of the annual anniversary of such date of payment thereafter until ten (10) such payments have been made. The acceptance of such transfer and the liability to make payment **in** consideration thereof as above specified is Consented, to by all members of the Association by the acceptance of a land contract or deed subsequent to the date of the recording hereof.

Section 3. EXTENT OF MEMBERS' EASEMENTS. The rights and' easements of enjoyment created hereby shall be subject to the following:

(A) The Developer and the Association, in accordance with its Articles and By-laws, may borrow money for the purpose of improving the Common Properties and in aid thereof may mortgage said properties. The members' rights and easements in the Common Properties shall be subordinate to any mortgage given by the Developer or Association as security for funds borrowed for said improvements. Any indebtedness which shall be created for the purpose of making improvements to the Common Properties shall be an obligation of the Association. In the event of a default upon any such mortgage, the lender or mortgagee shall only have the rights Afforded under the mortgage or security agreement and under the laws of the State of Minnesota including the right after taking post-ession of The Properties to charge admission and other fees as a Condition to Continued enjoyment by the members, and if necessary to open the enjoyment of such properties to a wider

public. If the Properties returned to the Association all rights of the members hereunder shall be restored; and

(B) the rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and

(C) the right of the association, as provided in its Articles and By—laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(D) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

The right of the Association to assess payment or other appropriate penalties for acts of vandalism, destruction, or misuse of any part of the common areas or the exterior or any structure.

The right of the Association to enact reasonable rules and regulations governing the use and enjoyment of the common areas.

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS The developer being the owner of all **the** properties hereby covenants and each subsequent owner by acceptance of a **land** contract and/or **a** deed therefore, **whether** or not **it shall be** expressed in any such deed or contract is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made and shall run with the land. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and to the use and enjoyment of the Common Properties and improvements thereon and thereto, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor equipment, materials, management and supervision thereof, and for repayment to Developer of original development cost thereof, but only to the extent and on the basis as hereinabove provided.

Section 3. BASIS AND AMOUNT OF ANNUAL ASSESSMENT. The annual assessment shall be \$45.00 per

each Original Lot sold by Developer, its representatives or assigns, by Land Contract or Deed and the assessment shall be distributed evenly against each original Lot, provided that in cases where an Owner owns more than one lot in a single plat or subdivision the assessment for the first lot owned shall be \$45.00, but each additional lot in the same subdivision shall bear an annual assessment of \$20.00. From all such assessments, the association shall pay for the cost of the maintenance of parks, equipment, and general upkeep of the Sylvan Shores area, management and operation thereof. In no event shall any assessment or charge or special assessment as provided below be levied against or be due from Developer for any lots owned by it, or otherwise.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS. In addition to the annual assessment authorized by Section 3 hereinabove of this article, the Board may, in its discretion, levy In any assessment year on each Original Lot sold by the Developer, ~~it~~ representatives or assigns, special assessments at such and additional times as in its judgment, are required for the. proper management, maintenance,, repair and operation of the Common Areas, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any, construction or reconstruction, unexpected repair or replacement of a described .capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided any such assessment shall have 'the affirmative of two-thirds (2/3rds) of the votes of all Voting members who, are voting in person or by proxy at a meeting duly called for this purpose, written notice of. which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitation of Section 3 hereof, the Association my change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any annual period provided that any such change shall have the assent of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance setting forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called', as provided in Sections 4 and. 5 hereof, the presence at the meeting of Members or of proxies, entitled to cast sixty (60) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement as set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall

be held more than sixty (60) days following the preceding meeting.

Section 7. DATE AND~ COMMENCEMENT OF ANNUAL ASSESSMENTS. DUE DATES. The annual assessments provided for herein shall commence on the first day of April, 1971. The assessment for each succeeding year shall become due and payable on the first day of April of each year. No adjustments or pro—rations of assessments shall be made by the Association. For purposes of levying the assessment, assessments shall be considered as paid in advance and shall be levied against any Original Lot which is subject to this Declaration of Supplementary Declarations. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment. Assessments arising out of the negligence or non-performance of any obligation of an owner shall be for additional amounts and shall be immediately due in full from the owner.

Section 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall prepare a roster of the properties and assessments applicable thereto at least (30) days in advance of such assessment due date. Such assessment roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN, REMEDIES OF ASSOCIATION. If the assessments are not paid on the due date (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall include interest, costs, receivers fees, collection fees, tiling fees, reasonable attorneys fees and late fees thereof as hereinafter provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, a penalty fee not to exceed \$2.00 shall be added thereto and from the date interest at the rate of six (6) percent per annum may be added to the delinquent balance and penalty and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property. There shall be added to such assessment a late charge, as set by the Board from time to time, and interest and the cost of preparing and filing Complaint in such action and in the event that Judgment is obtained, such Judgment shall include interest on the total amount as above provided and reasonable attorney's fee to be fixed by the court together with the costs of the action. All payments upon account shall be applied first to any interest or late charge, and then to assessment payment

first due. This provision applies to the annual and special assessments.

Section 10. FAILURE TO PREPARE ANNUAL BUDGET AND LEVY ANNUAL ASSESSMENTS. The failure or delay of the Board to prepare the proposed annual budget and to levy assessments upon each Member as provided above shall not constitute a waiver or release in any manner of such Member's obligation to pay annual assessments, whenever the same shall be determined, and in, the absence of any annual budget, each Member shall continue to pay the annual assessment at the then existing annual rate until such Member has received notice of the new annual or special assessment levied.

Section 11. NO EXCEPTION OR WAIVER OF PAYMENT OF ASSESSMENTS. No Member shall be exempt from liability for contributions toward the Common Expenses ~y waiver of the Member's 'use or enjoyment of any portion of the Common. Areas, or any portion of the Member's Unit, or by the abandonment of the Member's Lot or any other improvement.

Section 12. NO FURTHER PERFECTION OR NOTICE REQUIRED. The recognizing of this Declaration constitutes record notice and perfection of the lien effective as of the date payment is due, and no further recordation of any claimed lien for assessment under this article is required.

Section 13. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to **decree** of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 14. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extend of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article 1 hereof; (C) all properties exempted from taxation by the laws of the State of Minnesota, upon the terms and to the extent of such legal exemption; (d) all properties owned by the Developer, its successors and assigns, and held by them or any of them for sale or resale.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges and liens.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. REVIEW BY COMMITTEE. No building, septic •tank, well signs, dock, pier, incinerator, trash or garbage receptacle, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall by exterior addition to or change or alteration therein be made until the plans and

specifications showing the nature, kind, scope, dimensions, shape, heights, materials, colors, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have, been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has' been commenced prior to the completion thereof, approval will ⁴not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to Developer on any lots owned by it for the purposes of sale or resale. Approval by the Committee shall allow the Owner to alter, build, or remodel in accordance with said plans, but any deviation from said plan deemed by the Committee to be a detriment to the appearance of the Unit, or the Common Areas, or any other Unit, shall be corrected to conform with the plan as submitted. Any such alteration or remodeling must be completed in accordance with the approved plans within three (3) months of approval, or new approval obtained. In the event any alteration or remodeling visible from the exterior of the Unit is not completed within three (3) months after its commencement, ("Non—Conforming Uses") and in the judgment of the Committee, the appearance or existence of the Non-Conforming Use is offensive or unsightly, the Committee may take such steps as are necessary to improve the appearance to make the Unit harmonious with other properties, including completion of the exterior of the structure, screening or covering the structure, repair or maintenance, or any combination thereof; and the amount of any expenditure made in doing so shall be assessed in accordance with Article V herein and shall be a charge and a continuing lien on the Lot and also the personal obligation of the Owner, except that such assessment shall' be immediately due and payable. The Committee shall have the right to make rules governing use of the Lot, Common Areas, and those portions of each Unit visible from the exterior.

Disapprovals by the Committee shall be appealable to the Board of Directors and may be overruled by a sixty—six and two-thirds percent (66-2/3%) vote of the Board. The Board shall have the right and duty to enforce decisions of the Committee or the Board by any reasonable legal means available to the Board.

ARTICLE VII

BUILDING AND USE LIMITATIONS

Section 1. All lots not otherwise specifically designated upon a recorded plat or recorded Declaration by Developer shall be used for residential purposes only, and no business, commercial or manufacturing enterprise, shall be conducted on said premises. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats.

The outside finishing of all buildings must be completed within one (1) year after construction has started,

and no asphalt shingles, imitation brick, building paper, insulation board and sheathing or similar non—exterior materials shall be used for the exterior finish of any such building, exterior finish shall be wood or asbestos shingles or siding, logs, brick, stone or concrete.

Every dwelling house shall have not less than 1000 square feet of enclosed living space exclusive of porches, breezeways, carports, patios, pool areas, garages and other accessory uses.

Section 2. No trailer, mobile home or similar type structure, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, not shall any structure of a temporary character or any building in the process of construction, be used as a residence. No signs of any nature not previously approved by the Architectural Control Committee shall be permitted on any lot.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Noxious or poisonous weeds shall not be permitted to grow on any lot.

The dumping or accumulation of trash or rubbish shall not be permitted on any lot. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and the design and location thereof shall require the prior approval of the Architectural Control Committee.

Any condition in violation of or contrary to this Section 2 is hereby declared to be a nuisance and the same may be abated, removed or otherwise corrected by the Architectural Control Committee without prior notice to the owner of the lot or lots involved. The same may be done at the expense of the Owner of the lot or charged to such Owner and such Owner shall have no cause for action or claim for damages arising from such abatement, removal or correction.

Section 3. BUILDING LOCATION. No building shall be located on any property nearer than 25 feet to the front property line or nearer than 20 feet to any side street line. No building shall be located nearer than 10 percent to the width of the property on which such building is to be placed to any sideline, except that a three foot minimum side yard shall be permitted for a garage or other permitted accessory building which is located toward the rear of the property. For the purposes of this Covenant, eaves, steps and open porches shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of the building to encroach upon adjoining property.

Section 4. Easements are reserved along and within ten feet of lot lines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric light, telephones and other public and quasi-public utilities and drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side or rear property lines in cases of fractional lots. The person owning more than one lot may build on such lot line

and the easement shall be inoperative as to said line provided that such building shall be placed thereon prior to the instigation of use of such easement for one of the foregoing purposes.

It shall be considered a violation of the easement if wires or cables carried by such pole lines pass some portion of said properties not within the ten foot wide easement as long as such lines do not hinder the construction of buildings on the property.

Each residence shall be provided with and maintain only inside toilets with septic tanks and drain fields or dry well installations meeting the requirements of the Minnesota State Board of Health.

Any owner of real property in said plat of Sylvan Shores shall have the right to prosecute any proceedings in law or in equity against any person or persons violating or attempting to violate any covenant contained herein, either to prevent him or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

The provisions of this Article VII shall not apply to the Common Properties, nor to properties owned by the Developer.

ARTICLE VIII GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, and shall have a perpetual existence for so long as the corporation is in existence from the date this Declaration is recorded.

Section 2. NOTICES. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so there under.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE IX
AMENDMENT

The covenants and restrictions of this Declaration stated below may be amended during the first thirty (30) year period by an instrument signed by seventy-five percent (75%) of the Owners (the Owner(s) of each Lot being collectively entitled to one vote) and containing the consent of those holders of a first mortgage on a Lot who have requested the Association to notify them on any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders. After said thirty (30) year period, amendment may be accomplished by an instrument signed by sixty—six and two-thirds percent (66-2/3%) of the Owners as defined in this Article.

Except as otherwise provided in this Declaration, the consent of Owners of at least sixty—seven percent (67%) of the Owners as defined in this Article.

Except as otherwise provided in this Declaration, the consent of Owners of at least sixty-seven percent (67%) of the Lots shall be required to add or amend any material provisions of the Declaration or Bylaws which establish, provide for, govern or regulate any of the following:

1. Voting rights;
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the Common Areas;
4. Responsibility for maintenance and repairs;
5. Reallocation of interests in Common Areas or rights to their use.
6. Boundaries of any Unit;
7. Convertibility or dedication of Common Areas into Lots or vice versa;
8. Insurance or fidelity bonds;
9. Renting~
10. Restoration or repair of the Common Areas and the Units after a hazard damage or partial condemnation in a manner contrary to the manner specified in this Declaration;

An addition or amendment to the documents shall not be considered material if it is for the purpose of correcting technical errors or for verification only.

Any such amendment must be recorded with the Todd County Recorder's Office.

SEPTEMBER 1979 SUPPLEMENT TO
SYLVAN SHORES RESTRICTIVE COVENANTS
ARTICLE X

Section 3. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS. The annual assessment shall be Sixty (\$60.00) dollars per each Original Lot sold by Developer, its representatives or assigns by Land Contract or deed and the assessment shall be distributed evenly against each Original Lot, provided that in cases where an owner owns more than one lot in a single plat or Subdivision the assessment for the first lot owned shall be Sixty (\$60.00) dollars but each~ additional lots in the **same** subdivision shall bear an annual assessment of Twenty—five (\$25.00) dollars.

The foregoing restrictive covenants apply to **the following plats:**

1. Sylvan Shores # 1
2. Sylvan Shores Villa (except Article VII provides for mobile homes and not less than 480 sq. ft. enclosed living space).
3. .Prairie River Heights
4. .Fawn Lake Meadows
5. Pine Island Heights
6. Sylvan Shores South
7. Little Pine Shores
8. Timber Ridge (except Article VII provides for mobile homes and not less than 480 sq. ft. enclosed living Space).

Renewed 4 November 1993

JANUARY 1999 SUPPLEMENT TO SYLVAN SHORES
RESTRICTIVE COVENANTS

ARTICLE X

Section 3. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS. The annual *assessment* shall be eighty (\$80.00) dollars for the first lot and thirty (\$30.00) dollars for each additional lot for year 1999. For year 2000, and thereafter, until changed by a vote of at least 67% of the voting members, the first lot will be ninety (\$90.00) dollars and each additional lot will be thirty-five (\$35.00) dollars.

JANUARY 2005 SUPPLEMENT TO SYLVAN SHORES RESTRICTIVE
COVENANTS ARTICLE X

Section 3. BASIS AND AMOUNT OF ANNUAL ASSESSMENTS. The annual assessment shall be one hundred and five (\$105.00) dollars for the first lot and forty (\$40.00) dollars for each additional lot for year 2005. For year 2006, and thereafter, until changed by a vote of at least 67% of the voting members, the first lot will be one hundred and twenty (\$120.00) dollars and each additional lot will be forty-five (\$45.00) dollars.