

DECLARATION OF RESTRICTIONS

DECLARATION OF RESTRICTIONS in part and effect as follows:

The undersigned, **Shalom Investments, LLC**, a Minnesota limited liability corporation (“Developer” hereafter), being the owner of all of the property hereinafter described, for itself, its successors and assigns and for the benefit of all persons who may hereafter become owners of or interested in **Shalom Estates**, County of Polk, State of Minnesota hereby imposes upon each and all of the lots in Shalom Estates the following restrictions declaring the same as irrevocable encumbrances thereon to run with the property and be binding upon all of the parties or persons claiming any part thereof or interest therein until **July 1, 2027**, at which time, said covenants shall be automatically extended for a successive period of ten (10) years unless before the expiration of said date, or the expiration of any said subsequent ten (10) year period, by written instrument executed and approved by all of the then owners of the above-described real estate and recorded against the real estate above-described shall declare the same to be terminated.

1. Except as herein set forth, all real estate hereinabove described is “residential” and shall not be improved, used or occupied for any other purpose except that of a single family residence. No manufactured housing older than 10 years prior to the date of placement on the lot, tents, shacks, garages, barns or other outbuildings erected in the area hereinabove described at any time shall be used as a residence, temporary or permanent. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one half (2½) stories in height and garage or garages. If a storage shed is constructed it shall match the exterior appearance of the house.
2. No garage racks shall be permitted in said addition. All electric, phone, cable television services and LP gas lines shall be underground in said addition.
3. No building materials shall be permitted to exist or be situated on said premises except when a residence is being repaired or remodeled, and then for a period not to exceed 120 days.
4. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers located in the appropriate areas.

5. No power equipment, hobby shops or car and motorcycle maintenance and boat and motor repair, other than emergency or personal work shall be permitted on the said property.
6. No horses, cows, fowl, goats, sheep or other non-domestic animals, excepting cats or dogs, shall be kept on the premises. Dogs shall be kenneled to remain on owner's property.
7. Fences on any of the said above-described premises shall be constructed of wood, lumber, wrought iron, composite material or natural field stone rock, or vinyl. No perimeter fences shall be constructed on said premises of metal wire, metal sheets, cement blocks, plastic or fabric. All fences shall be constructed by the landowner so that the support or frame of the fence faces towards the owner's lot. It will be the duty of any landowner who constructs a fence on said premises to keep said fence in good repair, including staining or painting, unless western redwood or cedar are left natural.
8. Any new construction on the above-described premises shall be completed within eighteen (18) months from the time construction commences. This provision shall not apply to construction involving the interior of any existing buildings.
9. Any individual sewage-disposal system shall conform to all requirements of the State of Minnesota and the local governing authorities.
10. The Developer, shall form **Shalom Estates Association, Inc., a Minnesota non-profit corporation ("Association")**. The Developer shall thereafter convey to said Association Lot 10, Block 3 and Outlot A of Shalom Estates. Every owner of a Lot in Shalom Estates. Excepting Lots 1-6, Block 2 and Lot 11, Block 2, shall be a Member of the Association.

The Association shall have two classes of voting memberships;

Class A. All Members described in above, with the exception of the Developer, its successors and assigns, shall be Class A members and shall be entitled to one vote for each lot owned. When more than one (1) person holds the interest in a lot, all such persons shall be Members but the vote for such lot shall be exercised as they among themselves shall determine, subject, however, to limitation that the voting power for any lot may not be split. The vote for any lot which is owned by more than one (1) Member may not be cast at any meeting unless such members have filed with the Secretary of the Association prior to such meeting the name of one (1) of their number who then shall be the only person authorized to cast such vote at such meeting. In lieu of such filing prior to every meeting, such Members may file a document executed by all of them, designating one (1) of their number as the person authorized to cast their vote at all future meetings and such authorization shall continue to be valid until such time as such authorization shall have been rescinded in writing by all of such Members.

Class B. The Class B Member shall be the Developer, its successors and assigns, which shall be entitled to three (3) votes for each lot owned by Developer. The voting power to which the Developer is entitled shall at all times be calculated to include all lots owned by Developer. At such time that Developer has sold all lots in Shalom Estates, the Class B member shall be deemed to be a Class A membership, and if then an Owner, shall be entitled to one vote for each lot in which Developer holds the interest required for Class A membership.

The right of any Member, including the Member's right to vote and the right of any Member, his family or guests to use any recreational facilities that may be acquired by the Association shall be suspended during any period in which such Member shall be in default in the payment of any assessment levied by the Association pursuant to this paragraph. Such rights may also be suspended for a period not to exceed sixty (60) days for any infraction of any rules or regulations adopted by the Association.

Subject to the provisions of this paragraph, every Member shall have a non-exclusive easement of ingress and egress over the common areas, common roadways and easements and a non-exclusive easement and right of enjoyment in and to the common area located on Lot 10, Block 3 along with recreational facilities and the marina appurtenant thereto, and such easements shall be appurtenant to and shall pass with the title to every lot.

The rights and easements in favor of the Members created hereby and the title of the Association to the Common Area shall be subject to the following and as further provided herein:

- (a) The right of the Association to borrow money for the purpose of improving, repairing and maintaining the common areas or any improvements thereon, and in aid thereof to mortgage said properties, which rights of such mortgagee in said properties shall be subordinate to the rights of the Members hereunder;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- (c) The right of the Association to suspend the voting and enjoyment rights of any Member for any period during which any assessments remain unpaid and to impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction; provided, however, that nothing shall be deemed to deny an Owner access to and from his or her lot or dwelling place;
- (d) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. Except for the installation of utilities within the dedicated utility easements, no such dedication or transfer shall be effective unless an instrument signed by all Members has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

- (e) Rights, if any, of the County of Polk to maintain the common area in the event of failure by the Association to do so;
- (f) Utility and drainage easements to install sewer, water, gas, electric and telephone lines, transformers, towers, poles, lighting fixtures, pipes, conduits, cables, wires, drainage channels and other utility facilities, including the right of access thereto for the purpose of constructing, installing, repairing, maintaining, altering and modifying any such facilities;

The Association shall have the right to assess each lot covered by these covenants with an annual fee payable on the 1st day of June in each year, or such other date as the Association may determine. Such annual payments shall be enforceable as a lien against a lot if not paid within 30 days after maturity of the same. Said fees collected maybe used by the Association Board for common neighborhood expenses, as the Association Board sees fit, including, but not limited to the following:

- a. Collecting and disposing of garbage and rubbish in common areas.
- b. Caring for vacant and untended land in the neighborhood.
- c. Grass and weed control.
- d. Pest Control.
- e. Clean the common beach area
- f. Maintain common areas and the community room.
- g. Pay any and all insurance premiums and taxes and/or assessments levied on common areas.
- h. Maintenance and operation of the marina facilities including the Marina and the Tram System.

The Association Board shall be authorized by these covenants to adopt and enforce rules and regulations with respect to the use of the Marina, the Tram System, the common areas and all marina and recreational facilities located thereon, including, but not limited to the following:

- a. All lot owners shall utilize the established access easements and not cross over privately owned property.
- b. The use of the common areas shall be exclusively for lot owners, their families, guests and invitees.
- c. Any person using the common areas shall abide by all rules and regulations established by the association.
- d. Any person using the common areas shall be responsible for clearing their garbage and any other refuse resulting from their use of the common areas.

Said assessments shall be assessed equally to all of the lots within Shalom Estates Association, with the exception that the Association Board may specially assess lots for the use of the marina facilities and may specially assess a lot for any maintenance or repairs resulting from that lot owner's (and his or her family's, guest's and invitee's) neglect, negligence of misuse of the common areas or violation of these covenants or any rules and regulations adopted by the Association Board.

11. Nothing shall be done or maintained on any lot or on the common areas which may be or become a nuisance to the neighborhood.
12. Use of the Marina located on Lot 10, Block 3, is limited to one mooring spot per residential lot in Shalom Estates Association. No other watercraft are allowed to use the Marina or the Tram System.

The Marina and Tram System shall be operational from spring to fall, as practical, for the hours of 8:00 a.m. to 10:00 p.m. Lighting will be provided on a timer controlled by the Association Board.

The Association Board of Directors shall oversee operation and maintenance of the Marina and Tram System. The Association Board of Directors shall establish a service arrangement with a local vendor to service, remove and install the Tram System and provide Members of the Association with contact information in case of problems.

Operation of a watercraft in the Marina or on or around the Tram System shall at no time interfere with the storage or operation of other watercraft.

Any person utilizing the Marina or Tram System shall not cause noise at such levels that are a nuisance to the surrounding area.

13. Each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.
14. So long as Developer owns at least one lot in Shalom Estates, no lot and no interest therein, upon which a single family residence has not been constructed shall be sold or transferred unless and until the Owner of such lot shall have first offered to sell such lot(s) to Developer and Developer has waived, in writing, its right to purchase said lot.
15. No trailers, boats, recreational vehicles or other motor vehicles, except four-wheeled passenger automobiles or motorcycles, shall be placed, parked or stored upon any lot or common area, except within a building where totally isolated from public view or as provided within these covenants.
16. Any person using the common areas shall keep the common area so used clean and in good repair.

17. Developer shall have the right to amend these Declarations of Restrictive Covenants, in any manner, until such time as Developer has sold and conveyed 100% of the lots in Shalom Estates.
18. If the parties hereto, or any of them, or their heirs or assigns, or successors shall violate, or attempt to violate, any of the covenants, it shall be lawful for any other person or persons, owning any real property above-described to prosecute any proceedings at law or equity against such person or persons violating or attempting to violate such covenants and either prevent him, or them, from so doing, or recover damages or other dues for such violations, or both.
19. Invalidation of any one of the covenants herein set forth, or any part thereof by judgment of Court Order shall not affect any of the other provisions, all of which remain in full force and effect.

IN TESTIMONY WHEREOF, the party(ies) hereto have executed this document.

Shalom Investments, LLC

By: _____

Tim Crary

Its: Treasurer and authorized officer

STATE OF North Dakota)
 COUNTY OF Grand Forks)^{ss}

On this 28th day of JUNE, 2017, before me, personally appeared **Tim Crary** known to me to be an authorized officer of **Shalom Investments, LLC**, the person who is described above, and who acknowledged to me to have executed the foregoing instrument on behalf of the limited liability corporation.

Sheena Helmstetler
 Notary Public

My Commission Expires January 10, 2019

This instrument was drafted by:

SHAFT LAW OFFICE
Attorneys at Law
P.O. Box 5495
Grand Forks, ND 58206-5495
Phone: (701) 738-0124

SHEENA HELMSTETLER
 Notary Public
 State of North Dakota
 My Commission Expires January 10, 2019



A000718683

OFFICE OF THE COUNTY RECORDER
POLK COUNTY, MINNESOTA
CERTIFIED, FILED, AND
RECORDED ON

12/26/2018 1:18:19 PM

PAGES: 3

REC FEES: 46.00

MICHELLE M COTE
POLK COUNTY RECORDER

BY _____ WD _____ Dep

WELL CERTIFICATE RECEIVED _____

AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, this Amendment to Declaration of Restrictions dated October 31, 2018 relates to the following described real property located in POLK COUNTY, MN:

All of Shalom Estates, County of Polk, State of Minnesota

AND WHEREAS, pursuant to paragraph 17 of the Declaration of Restrictions recorded July 5, 2017 as Document No. A000709707, the Developer, Shalom Investments, LLC has the right to amend said Declaration, in any manner, until such time as Developer has sold and conveyed 100% of the lots in Shalom Estates;

AND WHEREAS, as of the date of this Amendment, Developer has not sold and conveyed 100% of the lots in Shalom Estates;

AND WHEREAS, Developer intend to amend the above referenced Declaration with regard to paragraphs 10 (f)(h) and 12;

NOW, THEREFORE, IT DECLARED AS FOLLOWS:

1. That paragraph 10 (f)(h) of the above Declaration be amended to read as follows:

h. Initial installation, continuing installation, maintenance and operation of the marina facilities including the Marina and the Tram System.

The Association Board shall be authorized by these covenants to adopt and enforce rules and regulations with respect to the use of the Marina, the Tram System, the common areas and all marina and recreational facilities located thereon, including, but not limited to the following:

- a. All lot owners shall utilize the established access easements and not cross over privately owned property.
- b. The use of the common areas shall be exclusively for lot owners, their families, guests and invitees.
- c. Any person using the common areas shall abide by all rules and regulations established by the association.
- d. Any person using the common areas shall be responsible for clearing their garbage and any other refuse resulting from their use of the common areas.

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Said assessments shall be assessed equally to all of the lots within Shalom Estates Association, with the exception that the Association Board may specially assess lots for costs associated with the installation and use of the marina facilities and may specially assess a lot for any maintenance or repairs resulting from that lot owner's (and his or her family's, guest's and invitee's) neglect, negligence of misuse of the common areas or violation of these covenants or any rules and regulations adopted by the Association Board. Notwithstanding the above, no lot(s) owned by Developer shall be assessed, in any manner, for costs associated with the installation and use of the marina facilities. Developer is the owner of said lot(s).

2. That paragraph 12 of the above Declaration be amended to read as follows:

12. Use of the Marina located on Lot 10, Block 3, is limited to one mooring spot per residential lot in Shalom Estates Association. No other watercraft are allowed to use the Marina or the Tram System.

The Marina and Tram System shall be operational from spring to fall, as practical, for the hours of 8:00 a.m. to 10:00 p.m. Lighting will be provided on a timer controlled by the Association Board.

The Association Board of Directors shall oversee the initial installation, continuing installation, operation and maintenance of the Marina and Tram System. The Association Board of Directors shall establish a service arrangement with a local vendor to initially design and install the Marina and Tram System and to service, remove and install the Tram System and provide Members of the Association with contact information in case of problems.

Operation of a watercraft in the Marina or on or around the Tram System shall at no time interfere with the storage or operation of other watercraft.

Any person utilizing the Marina or Tram System shall not cause noise at such levels that are a nuisance to the surrounding area.

The Developer shall not be responsible for any costs associated with the initial design and installation of the Marina and Tram System nor its' continuing installation, operation, service, and maintenance, nor shall any lot(s) owned by Developer be assessed for any costs associated with the initial design and installation of the Marina and Tram System nor its' continuing installation, operation, service, and maintenance.

IN TESTIMONY WHEREOF, the party(ies) hereto have executed this document.

[SIGNATURE ON FOLLOWING PAGE]

Shalom Investments, LLC

By: [Signature]
Tim Crary

Its: Treasurer and authorized officer

STATE OF North Dakota)
) ss
COUNTY OF Grand Forks)

MINDY TRISKE
Notary Public
State of North Dakota
My Commission Expires June 28, 2022

On this 31st day of October, 2018, before me, personally appeared Tim Crary known to me to be an authorized officer of Shalom Investments, LLC, the person who is described above, and who acknowledged to me to have executed the foregoing instrument on behalf of the limited liability corporation.

[Signature]
Notary Public
My Commission Expires: June 28, 2022

This instrument was drafted by:

SHAFT LAW OFFICE
Attorneys at Law
P.O. Box 5495
Grand Forks, ND 58206-5495
Phone: (701) 738-0124