

342312

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342312

OFFICE OF COUNTY RECORDER  
County of Le Sueur, MN



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I hereby certify that the within instrument was filed in this office  
for record on 08-23-2006 at 08:30  AM  PM



*Sharon J. Budin*  
DAVID A. SEXE, Deputy  
COUNTY RECORDER

**GREENLEAF LAKE**  
ESTATES

**DECLARATION OF COVENANTS AND RESTRICTIONS**

Mesenbrink Construction and Engineering Inc., a Minnesota Corporation (hereinafter referred to as the Declarant) is fee owner of the following described real property, situated in Le Sueur County, Minnesota, legally described as follows:

Lots 1,2,3, and 4, Block 1; Lots 1,2,3,4,5, and 6, Block 2; Lot 1, Block 3; Lots 1,2,3,4,5, and 6, Block 4; Lots 1,2,3, and 4, Block 5; all in **GREENLEAF LAKE ESTATES**, Le Sueur County, Minnesota.

And hereby declare that the above-described property is subject to the following Covenants and Restrictions, and that all future owners thereof their successors and assigns, shall accept title together with and subject thereto.

The property is located in a rural area in which commercial agriculture is a permitted use under the current zoning ordinance. This allows land adjacent to the property to be used for the growing production of field crops, livestock, and livestock products for the production of income.

That the Declarant hereby makes the following Covenants and Restrictions to ensure the use of the property for attractive rural residential purposes; to prevent nuisances; to preserve the attractiveness of the property; to maintain the desired neighborhood atmosphere; and to thereby secure for each property owner the full benefit, enjoyment and value of their home.

That the Declarant has formed an Architectural Review Committee (also known as Architechtural Committee or ARC) consisting of Mesenbrink Construction and

*Return To:*  
RHS Title, LLC 3069S  
1895 Plaza Drive, Suite 100  
Eagan, MN 55122

Engineering Inc. Additional or alternate members of the Architectural Review Committee shall be selected and determined by the Declarant. If the Architectural Committee is dissolved or in the event the Declarant no longer owns an interest in the property, the Architectural Committees function shall be assumed by the owners of the above-described lots in the *GREENLEAF LAKE ESTATES SUBDIVISION*.

The following shall apply to all of the above-described lots:

1. **APPROVAL BY ARCHITECTURAL COMMITTEE**

No building shall be erected, placed or altered on any said lot until the construction plans and specifications, plan showing the location of the structure, and exterior colors has been approved by the Architectural Committee as to the quality of workmanship and materials, harmony of external design and exterior color with existing structures and overall country scope of the subdivisions, and location with respect to topography, finish grade elevation, and relation to homes on adjacent lots. In the event the Architectural Committee denies approval on the basis that the submitted plans would be a substantial detriment to the appearance of the structure or surrounding are, the party involved may submit new plans for the approval, taking into consideration the suggestions of the Committee.

2. **USE, BUILDING TYPE AND SIZE/SEPTIC SYSTEMS**

No lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling, not to exceed two stories in height; and one gazebo. One accessory building, not exceed 1200 square feet in area may be erected. The accessory building shall be constructed of the same exterior materials and style as the dwelling structure. If the exterior surface of the dwelling is brick or stone, a wood, steel or vinyl sided accessory building may be acceptable. No earth homes, dome homes, foam homes or other uncommon type homes will be allowed. All construction shall be new and of a permanent nature. No complete or partially completed buildings may be moved onto an individual lot without prior written approval from the Architectural Review Committee. Manufactured, Modular, or Panelized Homes May Be allowed at the sole discretion of the Architectural Review Committee.

**Single-Family Dwellings**, which consist of one story shall have minimum floor area of 1800 square feet exclusive of basement and garage area; although exceptions may be allowed with trade-offs as approved by the Architectural Committee. A single-family dwelling which consists of two stories (being two stories above street level) shall have a minimum of

1400 square feet on the first level and a minimum of 800 square feet on the second level, exclusive of the basement and garage area; although exceptions may be allowed with trade-offs approved by the Architectural Committee. Each dwelling must have a private attached garage with a minimum of two stalls. No carports or tuck-under garages shall be allowed. Unique exterior color combinations and front porch designs are encouraged while keeping in with the rural flavor of the subdivision. The use of natural stone on the exterior is encouraged.

**Septic Systems installed on Lots shall be aerobic Fessel Septic Systems. If the cost of installation of the Fessel Septic System exceeds \$11,000.00 [per residential dwelling] an alternate septic system may be used.**

3. TEMPORARY STRUCTURES

No structure of a temporary character, motor home, mobile home, trailer, basement, tent, shack, garage, barn or any temporary structure shall be used as a residence on any lot, either temporarily or permanently. Temporary structures shall be allowed for construction purposes and shall be removed immediately upon completion of construction.

4. CONSTRUCTION AND MATERIALS

All dwellings and garages must be erected with a high quality of workmanship and of new materials. Roofs shall be covered with wooden shakes or sculptured/architectural/dimensional asphalt or composition shingles.

5. TREE CUTTING/LAWN MAINTAINENCE

No clear cutting of any trees will be allowed on any lot except to clear for a house, accessory building and driveway construction. However, diseased or downed trees may be removed. The Architectural Committee must approve all other selective cutting. All lot owners' are required to cut their lawns the width of their lot up to the road surface.

6. CONSTRUCTION TIMETABLE

Once a lot has been purchased, it is the lot owner's responsibility to maintain said lot until building commences. Once excavation has commenced, exterior construction of the home must be fully completed within 1 year unless unforeseen problems (i.e. Inclement weather) occur and the Architectural Committee approves an extension of the construction timetable. Lawns shall be seeded or sodded within six months after a home is occupied.

7. PETS

No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats, or other household pets may be kept provided that they are not kept or maintained for any commercial purposes. Pet kennels shall be erected on a concrete pad and shall be visually screened from streets and neighbors. Any pets taken off the lot must be kept under the owner's control at all times.

8. USE OF LOTS

No noxious, offensive, or illegal trade or activity or commercial businesses shall be carried on upon any lot in said subdivision, nor shall anything be done thereon which may be or might become an annoyance or nuisance to the neighborhood. No trash or garbage shall be allowed to accumulate. The owner of each lot shall keep his lot or lots free of all weeds and debris (i.e. scrap metal/wood, tires, Brush, ect.).

9. MAILBOXES

Each owner shall install and maintain a mailbox the design and type initially approved by the Declarant. The mailboxes shall be on the public right of way, and may be located in groups of 2 or more.

10. SUBDIVISION OF LOTS

No lot shall be subdivided or split by any means whatsoever into a greater number of residential lots, nor into any residential lots of smaller size. However, if the owner of a fill lot desires to construct a dwelling using an area larger than the area of any one single lot as originally platted, thence the adjoining lot may be divided and part thereof added to any one or more adjoining single lot solely for the purpose of increasing the area on which the single-family dwelling will be erected. No dwelling shall be erected on a lot, which contains a smaller area than the original lot as platted.

11. VEHICLE AND RECREATION VEHICLE PRAKING

Inoperable Vehicles and Recreational Vehicles, such as boats, snowmobiles, campers, trailers, cars, trucks, ect. shall not be stored/parked, unless indoors, on any lot for more that seven successive

days, *except* for one operable boat or camper (not both) provided the area around and under boat or camper is maintained.

#### 12. ROADS

Declarant has installed bituminous surfaced roads known as Greenleaf Drive and Sugar Maple Lane. Each individual lot within the subdivision shall pay their proportionate share of road maintenance until which time the roads may be taken over by the township or other local governing unit(s) at which time this provision shall terminate. No shrubs or trees shall be planted and no fences shall be installed in any of the road right of ways. Existing trees and shrubs in the right of ways shall be allowed to remain.

#### 13. ASSOCIATION

An Association shall be created for the maintenance of Outlots A, B, and C; along with Greenleaf Drive and Sugar Maple Lane, (until taken over by township or other local governing unit(s) see #12 Roads). Each lot shall be required to pay their proportionate share of the Association Dues. See attached **Exhibit A** for the Association Schedule and Dues.

#### 14. DRIVEWAY CULVERTS

Driveway culverts shall be 12 inches in diameter and 24-foot minimum in length and have a culvert apron on each end.

#### 15. EASEMENTS

Easements for the installation and maintenance of utilities and easements for drainage are created in the plat of ***GREENLEAF LAKE ESTATES***. Within these easements no structures, planting or other materials shall be placed or permitted to remain, with the exception of existing trees, which may damage or interfere with the purpose of the easement.

#### 16. TERM

The Covenants and Restrictions provisions stated herein shall run with the land and shall be binding upon all parties and persons claiming an interest in the ***GREENLEAF LAKE ESTATES*** for a period of twenty-five (25) years from the date the covenants and restrictions are recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years.

**17. MODIFICATIONS**

The aforesaid Covenants and Restrictions may be modified only by written agreement executed by seventy percent (70%) of all lot owners with each lot receiving one (1) vote.

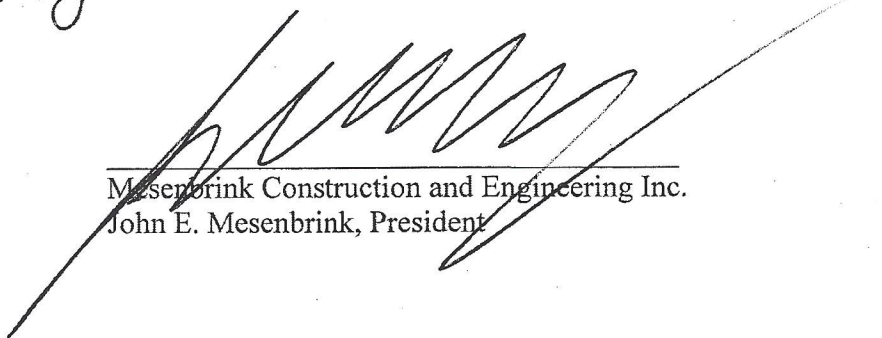
**18. ENFORCEMENT**

Any owner of one of the above-described lot may enforce these covenants and restrictions. Enforcement of any provision of the aforesaid Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any portion of this Declaration either to restrain a violation or to recover damages and be against the land to enforce any lien created by this Declaration' failure by any owner to enforce any portion of the Declaration shall in no event be deemed to waiver of the right to do so thereafter. If the plaintiff obtains a favorable judgment in such proceedings, the defendant shall pay and indemnify plaintiff against any and all attorney's fees and expenses incurred by plaintiff in exercising its right and remedies hereunder.

**19. SEVERABILITY**

Invalidation of any one of the provisions of the Covenants and Restrictions by judgment or court order shall not, in any manner whatsoever, affect any of the other provisions, which shall remain in full force and effect.

Dated this 4th day of August, 2002.

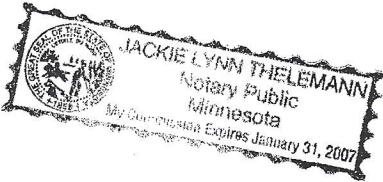
  
\_\_\_\_\_  
Mesenbrink Construction and Engineering Inc.  
John E. Mesenbrink, President

342312

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF LE SUEUR )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of August, 2006, by John E. Mesenbrink, President of Mesenbrink Construction and Engineering Inc., a Minnesota Corporation.

[Signature]  
Notary Public



**EXHIBIT A****BY-LAWS OF GREENLEAF LAKE ESTATES ASSOCIATION**

The name of the Association is GREENLEAF LAKE ESTATES, hereinafter referred to as the "Association." Meetings of members and Directors may be held at such places within the State of Minnesota, County of Le Sueur, as may be designated by the Board of Directors.

**ARTICLE I****DEFINITIONS**

**Section 1.** "Association" shall mean and refer to GREENLEAF LAKE ESTATES ASSOCIATION, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties which plot of land is sold and used for residential purposes and uses, or shall mean and refer to any condominium unit.

**Section 5.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 6.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Le Sueur County Recorder, Le Center, Minnesota.

**Section 7.** "Member" shall mean and refer to those persons entitled to membership as an owner of a lot within the Greenleaf Lake Estates subdivision.

**ARTICLE II****PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

Each member shall be entitled to the use and enjoyment of the common areas. Any member may delegate his rights of enjoyment of the common area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the Secretary of the Association in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

ALL Members, Members Family, His Tenants, Agents, Representatives and/or Contract Purchasers shall indemnify and hold harmless the Greenleaf Lake Estates Association and It's Board Members from any injury sustained by them while on the



Greenleaf Lake Estates Common Areas and/or while using any recreational items provided for use by the Association.

### ARTICLE III MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held on July 1<sup>st</sup>, 2007. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, or such other time as may be set by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Directors.

**Section 3. Notice of Meeting.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of members shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

### ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of Five (5) Directors, who need to be members of the Association.

**Section 2. Term of Office.** At the first annual meeting, the members shall elect Two (2) Directors for a term of one (1) year, and at each annual meeting thereafter the members shall elect Three (3) Directors for a term of one (1) year.

**Section 3. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining

the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE V

### MEETINGS OF DIRECTORS

#### NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is permitted.

## ARTICLE VI

### MEETINGS OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the

event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and to present a statement thereof to the members at the annual meeting of the members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the common areas to be maintained.

## ARTICLE VIII

### OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person.

**Section 8. Duties.** The duties of the officers are as follows:

(a) **President** The President shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board are carried out.

(b) **Vice-President** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; cause an annual audit of the Association books at the completion of each year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE IX

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X

### ASSESSMENTS

Each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

**ARTICLE XI****MAINTENANCE AND OPERATIONAL EXPENSES**

Each member of the Association will be assessed equally for the cost of maintaining and for the operation of the common area including Outlots A, B, and C and the subdivision roadways until public dedication of said roads. The assessment will include the management fee, water, electricity, maintenance and repairs, supplies for the common areas, taxes and reserves for future repairs which are necessary to maintain the aesthetic qualities of the GREENLEAF LAKE ESTATES subdivision. Any default by a member can result in a lien upon the defaulting member's lot. In addition, the Board of Directors has the right to suspend the member's voting rights and the rights to use of recreational facilities during any period of default. (The Association Dues for 2007 shall be \$50.00 per Lot and shall be due on January 1<sup>st</sup>, 2007).

**ARTICLE XII****AMENDMENTS**

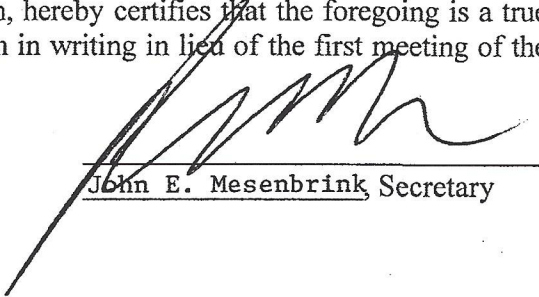
**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

**Section 2.** In the case of any conflict between the By-Laws and the Declaration, the Declaration shall control.

The undersigned, Secretary of the Corporation, hereby certifies that the foregoing is a true and correct copy of the By-Laws as adopted by action in writing in lieu of the first meeting of the Board of Directors.

Dated

8/4/07

  
John E. Mesenbrink, Secretary

STATE OF MINNESOTA

COUNTY OF HENNEPIN } ss.

On this August 4, 2006 (Date), before me

a \_\_\_\_\_ notary public \_\_\_\_\_ within and for said County, personally appeared

John E. Mesenbrink, Secretary of the Corporation

to me known to be the person \_\_\_\_\_ described in, and who executed the foregoing instrument,

and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as his free act and deed.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK):



*[Handwritten signature]*