

# LAKEWOOD ESTATES

## PROTECTIVE COVENANTS

AUGUST 11, 1995

### I. GENERAL PROVISIONS

- A. These covenants are for the protection and well-being of all property owners in Lakewood Estates (which in these covenants always includes the property previously known as Bar Lake Estates). By signing the property purchase agreement and buying property in Lakewood Estates, all property owners and the occupants they permit on their property agree to abide by the terms of the following paragraphs.
- B. These covenants may be enforced by (a) the developer of Lakewood Estates, (b) the Board of Governors of the Lakewood Estates Property Owners Association (POA) when duly constituted, and (c) the Lakewood Estates Architectural Review Committee (ARC) when duly constituted. Any costs, including court costs and attorneys fees, pertaining to the enforcement of the covenants will be paid by the property owner. Failure to pay such costs or the annual assessment or any fines described in these covenants may result in a lien against the property or other legal action.
- C. Whatever item in this agreement is found to be contrary to any local, state, or federal law shall be considered null and void, just as if it had never appeared in the covenant, and it shall not affect the validity of any other item in this agreement.
- D. When the developer has sold ninety percent of the land available for development, there shall be formed an Illinois not-for-profit corporation known as the Lakewood Estates Property Owners' Association (POA) whose purposes shall be (a) to enforce these covenants, (b) to insure high standards of maintenance and operation of all property, both land and water, in Lakewood Estates, and (c) to maintain all commonly owned or used (as dedicated easements) property including, but not limited to, signs, roadways, waterways, entranceways, beaches and parks. The Board of Governors of the Lakewood Estates Property Owners Association shall consist of the developer and four officers of the Association elected annually.
- E. The owner of record of each piece of property in Lakewood Estates shall be a member of Lakewood Estates Property Owners' Association (POA), when it is duly constituted. Each such member shall be entitled to one vote for each lot owned by the member, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.
- F. Any changes, additions, or deletions to these covenants must be ratified by at least two-thirds of the voting members. All voting members must have received postal notification of the proposed action a minimum of three weeks before any vote by mail or by meeting is taken.
- G. The developer or the Property Owners Association when duly constituted will assess an annual fee from each property owner for the purpose of maintaining and repairing roadways, common areas, and waterways. ~~The annual fee will be \$250.00 per year, which amount may be subject to review by the POA. The annual fee for each calendar year will be due and payable January 2 of that year.~~
- H. The Architectural Review Committee shall consist of the developer and three persons

## II. LAND USE

- A. Ownership of any lot in Lakewood Estates shall be limited to the members of a single household.
- B. All lots shall be used for private residence purposes only and contain only one single family dwelling, unless specified differently in the original plats.
- C. No lot or parcel 3 acres or less shall be further subdivided so as to increase the number of lots in the subdivision, except with the permission of the developer.
- D. With the exception of property owners' private driveways, all of the streets and roadways in Lakewood Estates shall be private roads and shall be common properties. The developer, his successors and assignees, and the POA, reserves an easement over, upon, under, and within 16.5 feet of the center line of any roadway, for the installation and operation of utilities and drainage channels and for the use of any governmental vehicle or employee.

## III. BUILDINGS

- A. No buildings, building alterations, fences, walls, driveways, swimming pools, sports facilities, docks, piers, or other permanent structures may be erected on any lot until the plans and specifications have been approved in writing by the Architectural Review Committee (ARC), which will approve the quality of design, workmanship, and materials.
- B. Only a permanent (built on a foundation or concrete slab) single family dwelling and such out-buildings as are usually accessory thereto shall be permitted on any lot.
- C. All dwellings and accessory buildings must be located at least 30.5 feet from the center line of any roadway, 15 feet from adjoining lot lines, and 20 feet from the normal high water line of any navigable waterway. No building on any lot shall be built to obstruct the view from the dwelling of an adjoining lot unless authorized in writing by the owner of the adjoining lot, or the developer, or the POA.
- D. The height of dwellings cannot exceed two and one-half stories or 30 feet whichever is lesser.
- E. The height of accessory buildings cannot exceed 17 feet, and shall not be built in any place or manner as to diminish the esthetics of the lot or to spoil the view of neighboring lots, except as authorized by the ARC.
- F. The floor area of dwellings, exclusive of attached garages, carports, breezeways, greenhouses, porches, and patios, shall be not less than 1400 square feet.
- G. Construction of any buildings or structures, once commenced, shall be completed within 12 months. Construction not so completed, or upon which construction has ceased for 90 consecutive days, or which has been partially or totally destroyed and not rebuilt within 12 months, shall be deemed nuisances. The developer or the POA may remove any such

#### IV. OTHER STRUCTURES

- A. Plans and specifications for driveways, paved areas, swimming pools, tennis courts, sports areas, docks, piers, and any other permanent structures must be approved in advance in writing by the developer or the ARC.
- B. Tennis courts, swimming pools, and other sports areas must be located at least 26.5 feet from the center of a roadway, and 10 feet from waterways and adjoining lots.
- C. No exterior lighting shall be installed on any lot without approval in writing from the ARC, with the exception of sixty watt incandescent fixtures near any entrance.
- D. No sign, advertising or other displays shall be permitted on any lot or building except one nameplate of not more than 3 square feet.
- E. Flag poles cannot exceed 25 feet in height.
- F. No recreational vehicles, mobile homes, trailers, basements of uncompleted buildings, tents, shacks, garages, barns, or temporary structures shall be used for residential purposes on any lot, except during construction for a total of 10 months maximum, upon permission from the developer or the ARC.

#### V. UTILITIES

- A. All exterior wiring on a lot must be underground.
- B. No outside toilets shall be erected or maintained on any lot. All plumbing fixtures, dishwashers, toilets or other waste systems shall be attached to either a holding tank with a minimum capacity of 1500 gallons, or to an ARC or developer approved biokinetic waste-water treatment system with an aeration and chlorination purification system.
- C. For the purpose of obtaining water for a dwelling a well may be drilled or, in the case of lake front properties, a pump may be installed at least four feet under the surface of the lake.
- D. Satellite antennas can be installed up to a maximum of three feet in diameter.
- E. Fuel storage tanks shall be screened to the satisfaction of the ARC, so as not to detract from the natural esthetics of the property.

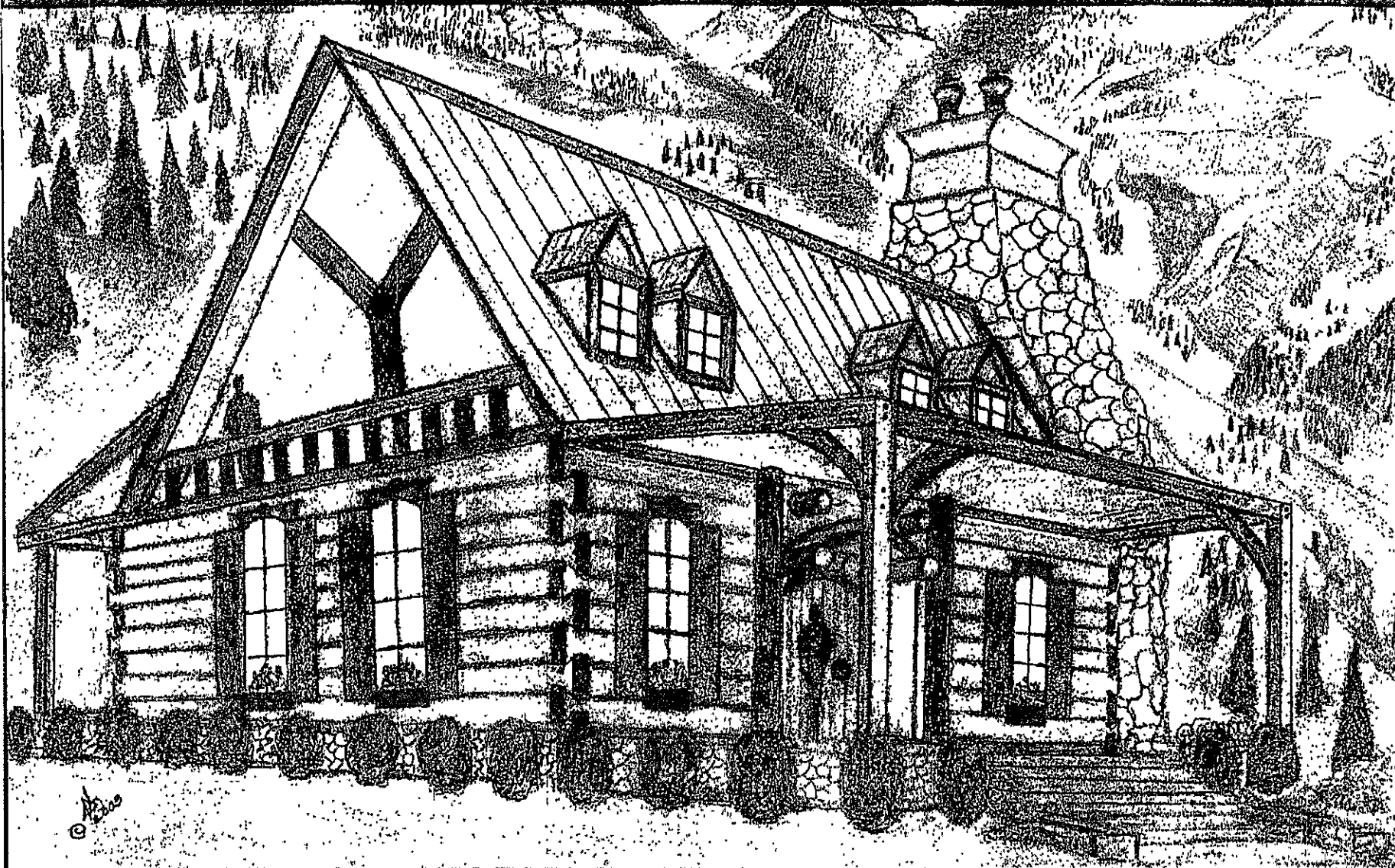
## VI. PROPERTY MANAGEMENT

- A. Natural drainage patterns shall not be altered unless approved in writing by the ARC. Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair, and shall allow the installation of such swales upon his lot as may be reasonably required for proper drainage. The owner shall also prevent erosion to the lot.
- B. No permanent buildings or trees may be placed on the road or utility easements created by the recorded plat of the lot.
- C. Lot owners are responsible for the maintenance of any common property located between their lot lines and the surface of a roadway.
- D. No living tree more than 6 inches in diameter or any foliage (other than poisonous plants) within 5 feet of the boundary of any lot be removed, except with the consent of the POA or the developer.
- E. No living trees may be cut down in common areas or along roadways, except by the developer or the POA.
- F. All lots whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health. No owner or occupant shall allow the placement of any sanitary or other waste upon any lot or elsewhere in Lakewood Estates except in designated places or containers. All property shall be kept free and clear of rubbish, debris, building materials (except temporarily while construction is taking place), and other unsightly materials. If not so maintained, the developer of Lakewood Estates or the POA, after 30 days notice, shall have the right, through their agents and employees, to make such lot comply with this paragraph, the cost of which shall be added to the annual assessment to which the lot is subject. Neither the developer, POA or their employees or contractors shall be liable for any damage which may result from any work thus performed.
- G. Every receptacle for ashes, rubbish or garbage shall be placed and kept as not to be visible from any road, lake, common area, or neighboring lot, except at times when refuse collections are made.
- H. Nothing shall be done or kept on any lot or in the common areas which will result in the cancellation of insurance or increase the rate of insurance on the development or any part thereof without prior written consent of the ARC or POA. No personal property shall be kept in a common area or roadway, except in a specifically designated area.
- I. Burning of any material on any lot must be done either in a container approved by the POA or developer or, with a burning permit under the supervision of the developer or the POA, in an area without danger of the fire spreading, with adequate supervision and fire extinguishing equipment present until the fire is completely extinguished, and in accordance with all local fire regulations.
- J. No drilling (other than for water), quarrying, mining, or refining operations of any kind shall be permitted on any lot.

## VII. LAKE USAGE

- A. Regardless of deeded ownership, every landowner (and only landowners) shall have the full privilege of using all lakes and all connected navigable bodies of water in Lakewood Estates. This privilege does not apply to privately owned shoreline, beaches, or landings, except on one's own property.
- B. Row boats, fishing boats, canoes, sailboats, and pontoon boats, not to exceed 21 feet in length, and powered by paddle, wind or electric motor, may be used on any lake anytime. On Bar Lake gasoline engines may be used but they are limited to trolling or idle speed *not to exceed 5 miles per hour* except during the times stated in paragraph C. On Bar Lake it is recommended that electric motors be used in place of gasoline engines in order to maintain pollution-free water. Racing boats and racing are not allowed on any waterway. Gasoline engines are not permitted on Fishhook Lake at any time.
- C. During each calendar year, between Memorial Day and Labor Day, and between the hours of 11 a.m. and 6 p.m., a maximum of twelve water skiing or jet skiing days will be permitted on Bar Lake. Designated ski days will be declared by the developer or POA, and a notice of each ski day will be posted at the boat ramp. During these designated ski days, skiing activities and fast watercraft will be permitted only on the main body of Bar Lake proper (and not along the portion that borders Evans Avenue). *At all other times* all waterways are designated as no-wake waterways with speeds limited to 5 miles per hour.
- D. Any watercraft making excessive noise which is disturbing to residents as adjudged by the developer or POA may be required to install a muffling device or the watercraft will not be permitted on the lake.
- E. All watercraft shall be appropriately numbered and shall be registered with the developer or the POA each year. Owners of all craft driven by a motor or sail shall provide proof of insurance at the time of the annual registration.
- F. In order to maintain the quality of fishing for years to come, the developer or POA may at times restrict the number or size of fish that may be caught and removed from any lake. No person shall catch fish by netting or with multiple hooks on a trolling or trot line.
- G. No person shall be loud, obnoxious, intoxicated (by state legal standards), or disorderly on any lake or common area.
- H. The developer or POA has the right to withdraw boating privileges on any lake or associated waterways from any person repeatedly breaking any regulation.
- I. The developer or the POA shall have the right to raise or lower the water level of any lake within sixteen vertical inches from the normal elevation of the lake.
- J. Neither the developer nor the POA shall be liable for damage caused by erosion, flooding, or other action of the water of any of the lakes or associated waterways of Lakewood Estates.
- K. No property may be extended in such a way as to diminish any waterway or lake, with the exception of a small beach which may be constructed with the written permission of the ARC.
- L. The developer or the POA shall have the right to dredge or otherwise remove any deposit from any shoreline or waterway. All rights to mineral deposits located under any body of water shall belong to the developer.

# Log Cabin Plans & Specifications



32' x 28'

With walk out Basement  
It is 2,700 sq. ft. - One is being built  
now in Lakewood.

FRONT ELEVATION

RIGHT ELEVATION

REAR ELEVATION

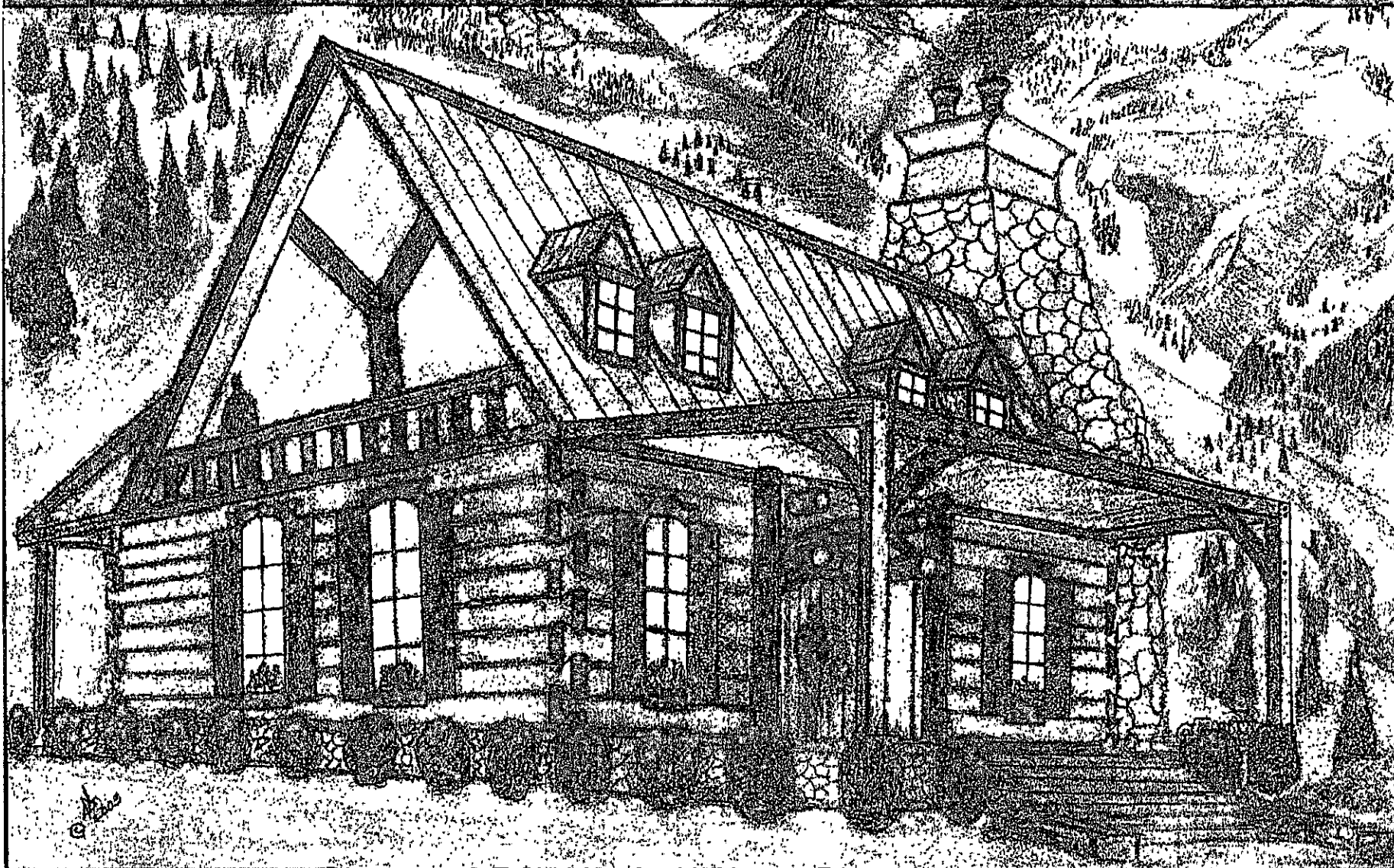
LEFT ELEVATION

OPTION #1

**LARRY HOME DESIGNS**  
 11111 1st St. N. #100  
 Minneapolis, MN 55412  
 Phone: (612) 555-1234  
 Fax: (612) 555-5678  
 Email: info@larryhomedesigns.com  
 Website: www.larryhomedesigns.com  
 Project: Randy Miller Residence  
 Date: 10/1/2010



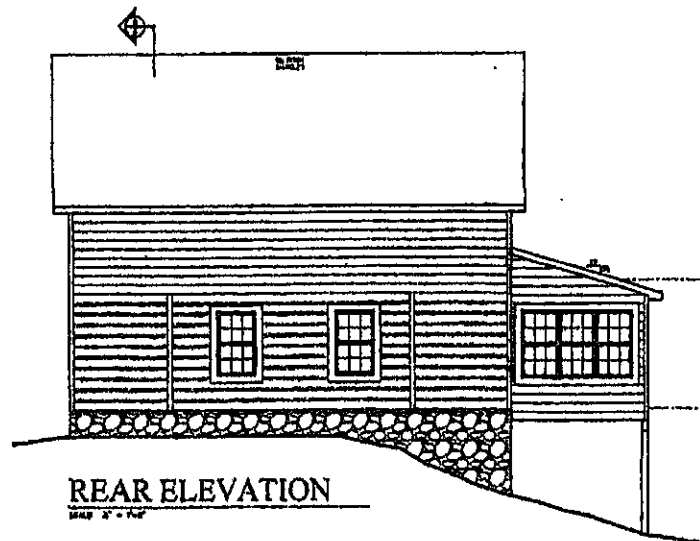
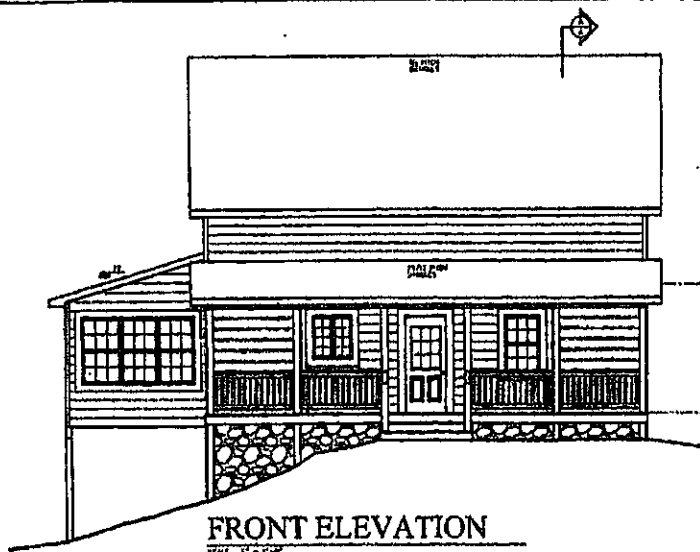
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32' x 28'

With walk out Basement  
it is 21200 sq. ft. - one is being built  
now in Lakewood.





OPTION #1

<b>LARRY HOME DESIGNS</b>	
Residential Design & Construction	
Project Name	Randy Moul Residence
Client Name	Randy Moul
Address	1000 N. 1st St.
City	Minneapolis, MN
State	MN
Zip	55401
Phone	612-338-1234
Fax	612-338-1234
Email	larry@larryhomedesigns.com
Website	www.larryhomedesigns.com
Project Manager	Larry Moul
Architect	Larry Moul
Engineer	Larry Moul
Contractor	Larry Moul
Interior Designer	Larry Moul
Landscaper	Larry Moul
Other	