RESTRICTIVE COVENANTS FOR MAPLE TRAIL

THIS INDENTURE made and entered into the 3rd day of August 2005, by and between Hancock Investment Group, LLC;

WITNESSETH:

WHEREAS, the parties hereto are the owners of the following described real estate in Douglas County, Minnesota, to-wit: Lots 1 through 7, Block 1 and Lots 1 through 8, Block 2, Section Three (3), Township One Hundred Twenty-nine (129), Range Thirty-seven (37), platted as Maple Trail.

NOW, THEREFORE, the parties herein as owners of the within described real estate, for and in behalf of themselves, their heirs and assigns, covenant, bargain and agree as follows:

The restrictive covenants hereinafter set forth shall run with the land and shall be binding on all persons claiming thereunder until January 1, 2015, at which time said covenants shall be extended automatically for successive periods of ten years unless by vote of the majority of the then property owners, said owners agree to change said covenants in whole or in part. Each lot shall have one (1) vote.

1. Lots One (1), Two (2), Three (3), Four (4), Five, Seven (7), and Eight (8), Block Two (I), Maple Trail, are classified by the Douglas County Planning Commission as non-conforming lots. These lots are to be used for the purpose of storage, storage buildings, garages, garden plots, or similar use. The lots are to be used only by the owners of Lots 1 through 7, Block One, of Maple Trail. Lot 6, Block 2 is a non-conforming lot and cannot have any structures or have any land usage other than being designated as a drainage pond area for the entire development of Maple Trail. Lot 6, Block 2 will be deeded to Hudson township for maintenance purposes.

2. Lots Two (2), Three (3), Four (4), and Five (5), Block 1, may have installed or constructed on them a maximum of two elevated walkways located with one on lot lines Two (2) and Three (3) and the other on lot lines Four (4) and Five (5) through the wetlands. Additional walkways cannot be constructed on these lots. Filling of the wetland area is prohibited.

3. No lots shall be used for any commercial purposes of any kind.

If the owners of such Lots or any of them, or their heirs or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision to prosecute any proceeding at law or in equity against the person or persons violating any of such covenants, and either to prevent him from so doing or to recover damages for such violation or both,

Invalidation of any of these covenants by Judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full *force* and *effect*.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

In presence of:

_____ _____

Christopher S. Hoffman (CEO) Staci K. Hoffman (CEO)
Hancock Investment Group, LLC Hancock Investment Group, LLC

STATE OF MINNESOTA)
) SS.
COUNTY OF DOUGLAS)

The foregoing as acknowledged before me this 3rd day of August 2005, before me personally appeared Christopher S. Hoffman and Staci K. Hoffman (Hancock Investment Group, LLC), the owners of the Subdivision in the State of Minnesota, County of Douglas, described as “Maple Trail”.

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Notary Public