

The First Federal Savings and Loan Association of Duluth, Duluth, Minnesota, a Corporation, existing under the Laws of the State of Minnesota, does hereby ratify and confirm in all respects, the survey and annexed plat of "STURGEON ISLAND".  
 IN TESTIMONY WHEREOF, the said Corporation has caused these presents to be executed in its corporate name by the Executive Vice President and Secretary, and its corporate seal to be hereunto affixed this 27th day of August, 1966.

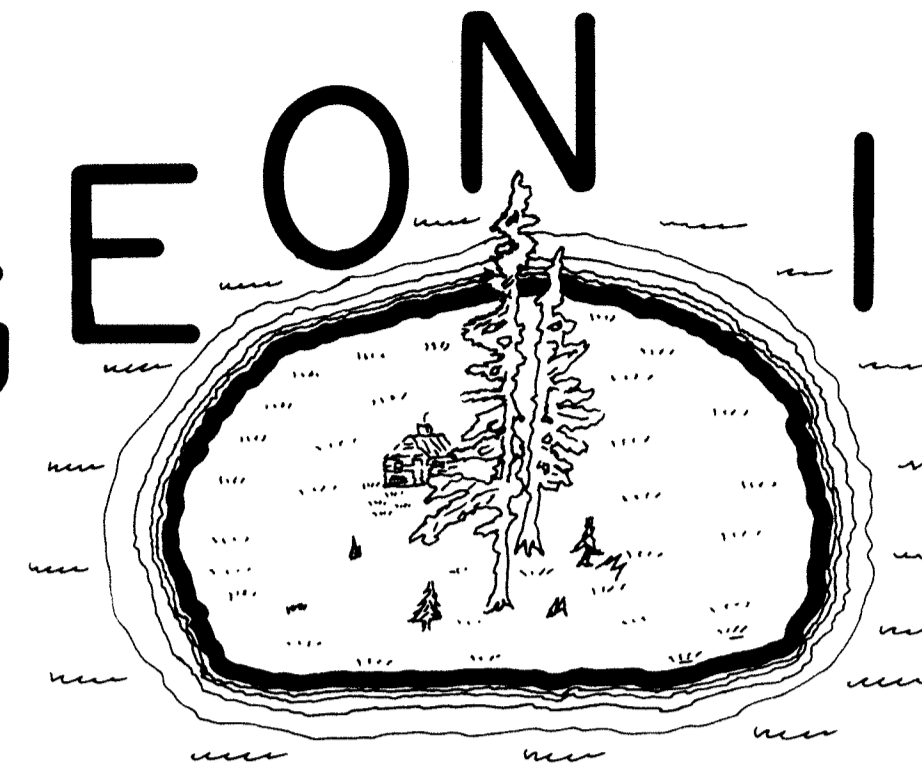
In Presence of:  
 Earl B. Gustafson, Notary Public, St. Louis County, Minnesota  
 Gladys E. Swanson, Notary Public, Carlton County, Minnesota  
 Frances C. Nelson, Secretary

STATE OF MINNESOTA )  
 COUNTY OF St. Louis )  
 On this 27th day of August, 1966, before me a Notary Public within and for said County and State, personally appeared Wesley Storms and M.J. Kilroy, Jr., to me personally known and whom, being duly sworn, did say that the foregoing instrument was signed and sealed in behalf of said Corporation and acknowledged said instrument to be the free act and deed of said Corporation.

Earl B. Gustafson  
 Notary Public, St. Louis County, Minnesota  
 My commission expires Jan. 19, 1967

EARL B. GUSTAFSON  
 Notary Public, St. Louis County, Minn.  
 My Commission Expires Jan. 19, 1967

# STURGEON ISLAND



### PLAT DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Sturgeon Island, a Corporation, existing under the Laws of the State of Minnesota, and James R. Carter and Martha N. Carter, Husband and wife, and the Duluth Lawn and Social Club, a Corporation, existing under the Laws of the State of Minnesota and Helen Lemke and Rodney Lemke, her Husband, being the owners of the following described property lying and being in Government Lots 1 and 2 of Section 16 and Government Lot 4 of Section 15, Township 45 North, Range 19 West, of the 4th Principal Meridian, Civil Township of Windemere, Pine County, Minnesota, and more particularly described as follows, to wit: All of Government Lot 4 of said Section 15 and that part of Government Lot 2 of said Section 16 described as follows; for the purposes of the following descriptions the North line of Government Lot 2 which is also the South line of Government Lot 1 is assumed to have a bearing of North 90° 00' West; Commencing at the Northeast corner of said Government Lot 2, thence West on the North line thereof a distance of 410.90' to the point of beginning, thence bearing South 50° 39' West a distance of 105.77', thence bearing South 48° 47' 30" East a distance of 101.18', thence bearing South 61° 01' West a distance of 372', more or less, to the shore of Sturgeon Lake, thence in a westerly and northerly direction on said shore line a distance of 550', more or less, to the North line of said Government Lot 2, thence East on the North line thereof a distance of 750', more or less, to the point of beginning, and that part of Government Lot 1 in said Section 16 described as follows; all that part of said Government Lot 1 lying South and West of the following described line; beginning at a point on the South line of said Government Lot 1 which is 489.07' West of the Southeast corner thereof, thence bearing North 76° 14' 20" West a distance of 398.63' to the beginning of a 185.50' Radius curve to the right, thence running on said curve a distance of 37.70', more or less, to the West shore line of an access channel excavated on permit from the Minnesota Department of Conservation, Division of Lands and Waters, thence in a North-easterly and northeasterly direction on the West shore line of said channel a distance of 1700', more or less, to the East line of said Government Lot 1 and there terminating. Containing 3.63 Acres, more or less, in Government Lot 2, 59.72 Acres, more or less, in Government Lot 1 of Section 16, and 3.8 Acres, more or less, in Government Lot 4 of Section 15; Being desirous of platting the same into Lots and Streets have caused the same to be surveyed and the annexed plat thereof to be made in accordance with the statutes in such cases made and provided. Now Therefore, we do ratify and confirm in all respects, said survey and plat thereof, as "STURGEON ISLAND", and sign, seal, and execute said plat, and hereby dedicate to public use the Streets delineated thereon. Easements for the installation and maintenance of Public Utilities are included as shown on the annexed plat.

### RESTRICTIONS

All persons, including Corporations, who now own or shall hereafter acquire any land described in the plat of "STURGEON ISLAND", hereto attached and hereby, by reference, made a part hereof, shall be taken and held to covenant and agree to with the owners listed in the attached Dedication, being the owners of all the land described in the plat of "STURGEON ISLAND", hereto attached and hereby, by reference, made a part hereof, and with their successors and assigns, to conform to and observe the following restrictions, stipulations, and reservations as to the use of said land or any part thereof, and the construction of improvements thereon, to wit:

The sole purpose of the following restrictions is to foster and maintain a uniform and organized method of development of Sturgeon Island. It is further intended that these restrictions be for the benefit of all present and future property owners and should these restrictions become a burden on the majority of the property owners then they shall have the privilege of changing them as per the conditions set forth in item number 8.

- No lot in this development, except those referred to in article #7, which are reserved for commercial development, shall be used for any other than residential purposes. On all such residential lots no building shall be erected, altered, placed or permitted to remain other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars.
- No building can be placed or constructed until the architectural and building site plan thereof has been filed with and approved by the Architectural Committee appointed by Sturgeon Island, Inc. Any building approved for construction shall be completed with dispatch once construction has commenced, and shall be substantially completed within a period of two years. No building may be constructed closer than five feet of any property line.
- Easements for the installation and maintenance of electric and telephone, water, gas, and sewage utilities are reserved as on the annexed plat.
- No obnoxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All garbage shall be kept in covered containers and properly removed weekly or more frequently. No activity shall be permitted which might endanger life or property on Sturgeon Island.
- No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any residential lot at any time as a residence, either temporarily or permanently, except that a basement may be used for a temporary residence for a period not to exceed two years, at which time the house must be completed as to its exterior shape and size.
- No lot shall be subdivided to decrease the area of any lot set out in the plat, but lots may be subdivided for the purpose of increasing the area of adjoining lots. Lots so created shall be considered one lot for the purpose of this restriction.
- Lots numbered 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 62, 63, 64, and 65 are designated commercial and may be used for commercial purposes. They shall be subject to the same terms and restrictions as affect the residential lots except that trailers may be used and parked thereon, multiple dwellings may be built thereon, and any usual retail trade may be carried on upon them save and except used cars, sale and repair, junk yards, or other such unsightly business operation.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. Changes in these covenants can be made in and after the year of 1969 by means of an instrument signed by a majority of the then owners of the lots agreeing to change said covenants in whole or in part.
- Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

STATE OF MINNESOTA )  
 COUNTY OF CARLTON )  
 I, Neubert W. Swanson, hereby certify that I am a Registered Land Surveyor, in the State of Minnesota, and have at the request of the proprietors thereof, made a careful survey of the property described in the foregoing certificate of proprietors and have platted the same into Lots and Streets, as more fully appears on the annexed entitled plat of "STURGEON ISLAND". The plat is a true and correct representation of the field survey, all distances are correctly shown on the plat, monuments for the guidance of future surveys have been correctly placed in the ground as shown, the outside boundary lines are correctly designated, there are no wet lands, rivers, streams, lakes, highways, or thoroughfares opened or traveled existing before the platting, other than shown.

Neubert W. Swanson  
 Registered Land Surveyor No. 5709

Subscribed and sworn to before me this 29th day of July, A.D., 1966.  
 Gladys E. Swanson, Notary Public, Carlton County, Minnesota  
 My commission expires October 14, 1969

Approved as to form and execution, this 19 day of September, A.D., 1966.  
 Howard H. Jedin, County Attorney

IN WITNESS WHEREOF: We hereunto set our hands and seals this 27th day of August, A.D., 1966.

Signed in Presence of:  
 Signatures of: Sophia M. Johnson, Rodney Karpunen, Carl B. Gustafson, Elvira R. Hillman, Carol E. Johnson, Alyce M. Wojcik, Jack Hamall, C. E. Llewellyn Jr.

Corporate Owners  
 Sturgeon Island, Incorporated  
 By: James A. Waldhalm, President  
 By: Fred V. Johnson, Secretary-Treasurer  
 Corporate Owners  
 Duluth Lawn and Social Club  
 By: Jack Arotta, Vice President  
 By: Edward Alspach, Secretary  
 Individual Owners  
 James R. Carter, Martha N. Carter, Helen Lemke, Rodney Lemke

STATE OF MINNESOTA )  
 COUNTY OF St. Louis )  
 On this 27th day of August, 1966, before me, a Notary Public within and for said County, personally appeared James A. Waldhalm and Fred V. Johnson to me personally known, who, being each by me duly sworn did say that they are respectively the President and Secretary-Treasurer of Sturgeon Island, Incorporated, and personally appeared Jack Arotta and Edward Alspach, to me personally known, who, being each by me duly sworn did say that they are respectively the Vice President and Secretary of the Duluth Lawn and Social Club, Incorporated, the Corporations named in the foregoing instrument, and that the seals affixed to said instrument was signed and sealed in behalf of said Corporations by authority of their Board of Directors and said James A. Waldhalm and Fred V. Johnson, Sturgeon Island, Incorporated, and Jack Arotta and Edward Alspach, Duluth Lawn and Social Club, Incorporated acknowledged said instrument to be the free act and deed of said Corporations.

Earl B. Gustafson  
 Notary Public, St. Louis County, Minnesota  
 My commission expires Jan. 19, 1967

STATE OF MINNESOTA )  
 COUNTY OF Carlton )  
 On this 15th day of August, A.D., 1966, personally appeared before me James R. Carter and Martha N. Carter, Husband and wife, to me well known to be the persons in and who executed the foregoing certificate and acknowledged the same to be their free act and deed.

Carol E. Johnson  
 Notary Public, Carlton County, Minnesota  
 My commission expires Sept. 4, 1970

STATE OF MINNESOTA )  
 COUNTY OF St. Louis )  
 On this 27th day of August, A.D., 1966, personally appeared before me Helen Lemke and Rodney Lemke, her Husband, to me well known to be the persons described in and who executed the foregoing certificate and acknowledged the same to be their free act and deed.

Earl B. Gustafson  
 Notary Public, St. Louis County, Minnesota  
 My commission expires Jan. 19, 1967

We hereby certify that the annexed plat was approved and accepted at a regular meeting of the Board of County Commissioners of Pine County, Minnesota, this 19th day of September, 1966.

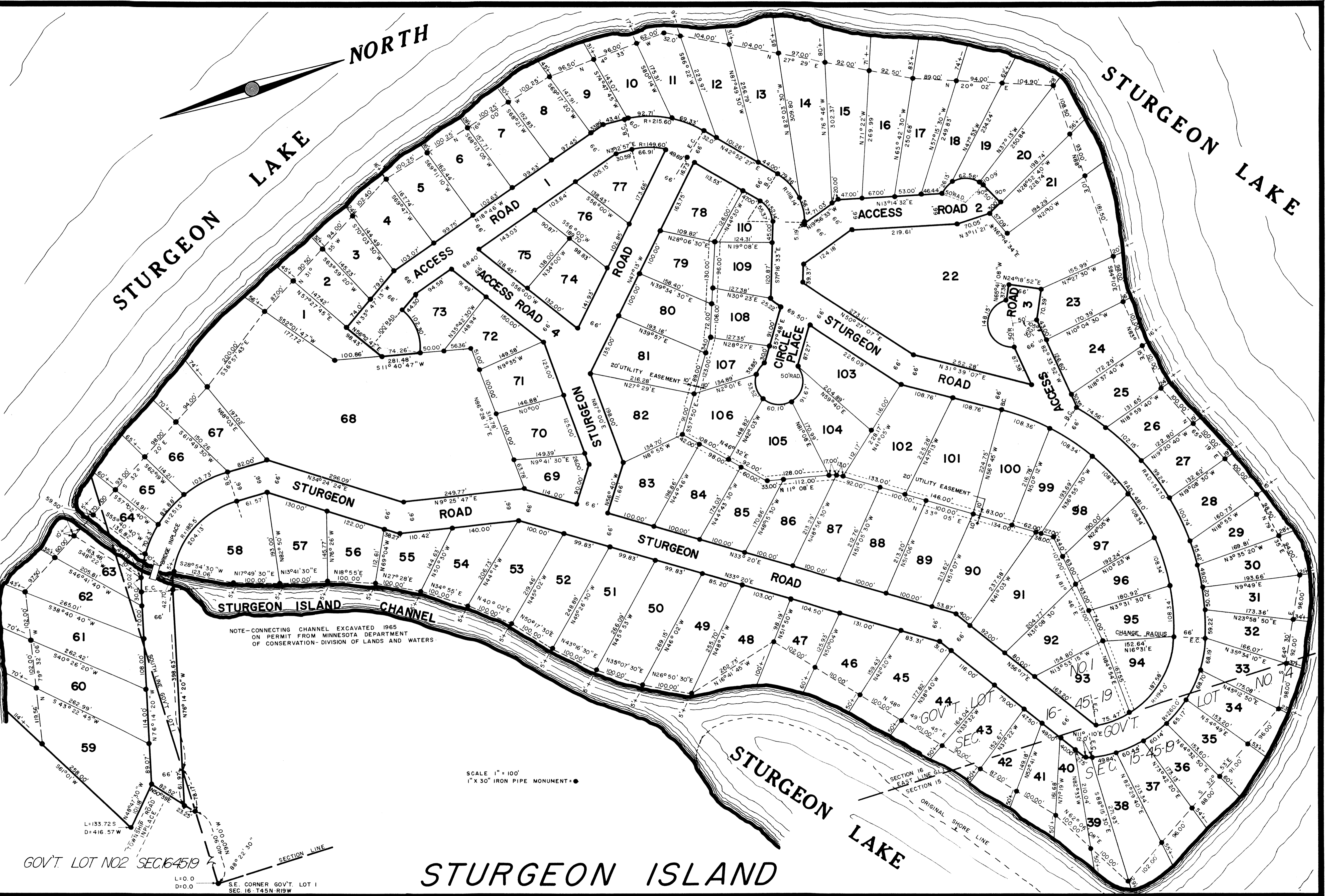
1966 Taxes are paid in full  
 Addressed Pine County Recs.  
 Taxes Paid and Transfer entered this 21st day of September, 1966  
 Margaret Hiller, Pine County Auditor

Ervin L. Nelson  
 Chairman, County Board  
 Margaret Hiller  
 Auditor

COPY

STURGEON LAKE NORTH

STURGEON LAKE



NOTE-CONNECTING CHANNEL EXCAVATED 1965  
ON PERMIT FROM MINNESOTA DEPARTMENT  
OF CONSERVATION-DIVISION OF LANDS AND WATERS.

SCALE 1" = 100'  
1" x 30" IRON PIPE MONUMENT

GOV'T. LOT NO. 2 SEC. 16 T45N R19W  
L=133.72 S  
D=416.57 W  
S.E. CORNER GOV'T. LOT 1  
SEC. 16 T45N R19W

STURGEON ISLAND