

## DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Protective Covenants, Conditions and Restrictions is made  
this 9<sup>th</sup> day of Jan, 2023, by Cory Penz and Hilary Penz, married to each other,  
hereinafter "Declarant."

WHEREAS, Declarant is the fee owner of the real property situated in Olmsted County,  
Minnesota, legally as follows:

The Northeast Quarter of Section 16, Township 107 North, Range 13 West,  
Olmsted County, Minnesota, EXCEPT the following described property:

Beginning at the southwest corner of the Northeast Quarter of said Section 16;  
thence North 00 degrees 14 minutes 26 seconds West, assumed bearing, along the  
west line thereof, 1050.00 feet; thence South 75 degrees 47 minutes 51 seconds  
East, 1046.06 feet; thence South 00 degrees 14 minutes 26 seconds East, 789.66  
feet to the south line of said Northeast Quarter; thence South 89 degrees 47  
minutes 29 seconds West, along said south line, 1013.00 feet.

hereinafter the "Property"; and

WHEREAS, Declarant desires to subdivide the Property into four (4) residential Parcels,  
each legally described in the attached Exhibit A as Parcel A, Parcel B, Parcel C and Parcel D,  
hereinafter, "Parcel A", "Parcel B", "Parcel C", and "Parcel D", respectively, each individually a  
"Parcel" and collectively the "Parcels"; and

WHEREAS, Declarant desires to create and maintain the Parcels as a community with  
residence compatibility and to insure continued property values and pride of ownership; and

WHEREAS, to that end, Declarant desires to impose upon the Parcels the following terms, conditions, restrictions, and covenants for the benefit of owners of the Parcels, present and future.

NOW, THEREFORE, Declarant hereby declares that all of the Parcels shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with the Parcels, and be binding upon all parties having any right, title or interest in such Parcels or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of such Parcels.

#### ARTICLE I. BUILDING USE AND RESTRICTIONS

Section 1: Single-Family Residences. No Parcel shall be used except for single-family residential purposes, on which shall be located a living unit designed and intended for use and occupancy as single family unit.

Section 2: Garages or Basements and Use of Such Structures. No garages or basements shall be erected upon any Parcel before a contract is let for the erection of a living unit and no basement, garage or other buildings shall be used temporarily for residential purposes.

Section 3: Transfer of Building. No Building of any kind intended to be used for a living unit shall be moved onto any Parcel.

Section 4: Weeds and Debris. Each Owner shall keep his/her Parcel free from weeds and debris prior to construction, and upon completion of construction shall not store or retain any construction materials or equipment on a Parcel except within a structure.

Section 5: Animals. No large farm animals or livestock of any kind shall be raised, bred or kept on any Parcel except as approved by the Architectural & Use Control Committee. Dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

Section 6: Occupancy. No living unit may be occupied until the exterior is completely finished including one coat of exterior painting, having due regard for weather and climatically conditions.

Section 7: Earth Shelter or Earth-Bermed Building. No building commonly described as an "earth shelter" or incorporating earth-bermed construction techniques shall be erected, altered, placed, or permitted to remain on any Parcel.

Section 8: Factory-Built or Pre-Assembled Dwelling. No factory-built or pre-assembled dwelling shall be erected, placed, or permitted on any Parcel.

Section 9: Prohibited Vehicles. Campers, trailers, boats, snowmobiles, or other recreational vehicles shall not be permitted to remain upon any Parcel for any period in excess of

30 days in any one calendar year, unless such campers, trailers, boats, snowmobiles or other recreational vehicles are stored within an enclosed building located on the Parcel.

Section 10: Temporary Structures. No structure of a temporary character, including a camper, trailer, mobile home, basement, tent, shack, garage, barn or other like outbuilding, shall be used on any Parcel at any time as a residence, either temporarily or permanently.

Section 11: Nuisances. No refuse pile or unsightly object shall be allowed to be placed or to remain any where on any Parcel. No noxious or offensive activities shall be carried on upon any Parcel, nor shall anything be done on any Parcel or in any Building thereon which may be, or may become, an annoyance to the neighborhood.

Section 12: Rentals. No Parcel or any buildings thereon shall be used as short term or long term rental units.

Section 13: Business Activities. No business shall be conduct on the Parcel nor out of the residence located on the Parcel except as approved by the Architectural & Use Control Committee.

## **ARTICLE II. ARCHITECTURAL & USE CONTROL**

Section 1. Architectural & Use Control Committee. There is hereby established an Architectural & Use Control Committee for the Property which shall be comprised of Declarant until such time that the said Declarant desires to divest themselves of responsibility for architectural control. At such time that such control is relinquished, such responsibility shall be vested in a committee comprised of three owners which members shall be elected by all Parcel owners. Said elected Architectural & Use Control Committee shall, at that time, adopt a meeting schedule and rules of operation.

### **Section 2. General Requirements.**

- (a) The construction, appearance, placement or maintenance of buildings, fences, drives, sidewalks, walls, pools, play equipment, other structures of any kind or nature, landscaping and certain uses as described in Article I shall be subject to the Architectural & Use Control Committee's prior written approval. The standards are divided into the construction and post-construction phases as provided herein.
- (b) No building, fence above ground or underground, drive, sidewalk, wall, or other structure shall be commenced, erected, added to any existing building or maintained upon any Parcel nor shall any landscaping be performed nor any restricted use as described in Article I without the prior written approval of the Architectural & Use Control Committee. The Architectural & Use Control Committee will review the requests, plans and specifications showing the nature, kind, shape, height, materials and location of the same as to harmony of external

design and location in relation to surrounding structures and topography. Such use or plans, upon submittal, shall be approved or disapproved by the Architectural & Use Control Committee within seven days after they are delivered to the Architectural & Use Control Committee. If approval or disapproval action is not taken within said time period, the plans submitted shall be presumed to be approved.

- (c) Plans submitted for approval shall include the following:
  - (i) House plans, including:
    - (1) Floor plans
    - (2) Building elevations
    - (3) Construction materials and specifications
  - (ii) Site plans, which indicate:
    - (1) Building, land coverage and location
    - (2) Location, size and surface type of all drives
    - (3) Location and type of all exterior lights
    - (4) General site grading plan including existing and proposed contours
    - (5) Landscaping plans
    - (6) Propane tank location
    - (7) Grading Plans including elevations of the building and drain fields.

**Section 3. General Standards.**

- (a) Each Parcel shall be restricted to construction of one single-family residence. Accessory structures of any kind, including but limited to utility storage building, gazebo, or pool house shall be constructed with the same materials and architectural style as the house. Additional accessory structures must be reviewed and are subject to approval by the Architectural & Use Control Committee.
- (b) No building shall be moved onto any Parcel. No factory-manufactured building shall be allowed on any Parcel; provided, however, that this shall not preclude precut or similar type construction.
- (c) Fences shall be constructed of wood or vinyl and must be approved by the Architectural & Use Control Committee.

**Section 4. Construction Phase Standards.**

- (a) General:
  - (i) It is the Builder's and Owner's responsibility to prevent erosion and assure positive drainage.
  - (ii) No Parcel shall be used or maintained as a dumping ground for rubbish. Construction debris will be kept in appropriate containers and removed from the job site on a regular basis. No burning of debris is permitted. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
  - (iii) Two construction trailers will be permitted on a Parcel during construction. The trailer cannot be parked in the driveway. It shall be the responsibility of the Owner to repair any roads or yards damaged during construction of the residence or during site improvements made to Owner's premises.
- (b) The House Design and Position:
  - (i) The Architectural & Use Control Committee shall approve the positioning of the house on the Parcel privacy between houses and elevation relative to the driveway.
  - (ii) The desired minimum standard for roof pitch shall be 8:12. However, with Architectural & Use Control Committee approval, such pitch may be reduced when deemed appropriate to house style. Roof pitches between 10:12 and 12:12 are preferred.
  - (iii) Siding shall be fibered cement, composite wood materials, vinyl or steel siding or a combination thereof.
  - (iv) Homes of earth-sheltered design shall not be permitted.
- (c) Site Design:
  - (i) Each Parcel shall be sodded and/or seeded in prior to occupancy of the house. If weather conditions do not permit, the Architectural & Use Control Committee may grant an extension of time. Sod or seed shall be placed in all areas where practicable where grass growth is intended.
  - (ii) All landscape materials used shall be hardy and appropriate to the area and use on the Parcel.
  - (iii) Mail/Newspaper Boxes: Mail and newspaper boxes will be installed by the Owner of the Parcel. Ownership, maintenance and/or replacement will be the responsibility of individual Parcel Owners.

**Section 5. Post-Construction Phase Standards.**

- (a) Houses and Structures: Additions to houses and structures, remodeling, or reconstruction shall be subject to the same restrictions and conditions as the original house construction. Care shall be taken to assure the alterations of the buildings' exteriors are of the same style as the existing houses. Materials used and considerations made by the Architectural & Use Control Committee in review of the plans shall be the same as for the construction phase standards.
- (b) Exterior Maintenance: Each Parcel and the building(s) erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

## ARTICLE II. GENERAL PROVISIONS

Section 1: Enforcement. The Declarant, or any Owner or any mortgagee of record, shall have the right to enforce this Declaration by proceedings at law or in equity. Failure by any person or governmental authority to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3: Duration. This Declaration shall run with and bind the Parcels for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically renewed for successive periods of 10 years each.

Section 4: Amendment. This Declaration may be amended by an instrument signed by the Owners of the Parcels and by the holders of first mortgages of the Parcels. Each amendment must be recorded with the Olmsted County Recorder.

Section 5: Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person at the time of the mailing and to the occupant of the address of the Owner's Parcel, if it is a different address.

Section 6: Captions. The title of this instrument and the captions of the articles, sections and subsections hereof are for convenience of reference only.

