

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this _____ of _____, 2006, by the undersigned fee owner of the following described land (hereinafter referred to as “Declarant”).

Phase 1; MAJESTIC OAKS Addition according to the recorded plat there of, City of Owatonna, Steele County, Minnesota (all of which land together constitute and shall hereinafter be referred to as the “Lots”).

WHEREAS, Declarant hereby imposes upon and subjects said Lots, for the benefit of said lots only and the present and future owners thereof, to the following conditions, restrictions, reservations and covenants which shall operate as restrictions passing with the conveyance of every lot and shall apply to and bind every successor in interest.

1. DEFINITIONS. The following words or terms used in this Declaration shall have the meanings herein ascribed to them:

- a. “Declarant” a. “Developer” and means REO Developments, LLC. a Minnesota LLC, its successors and assigns.
- b. “Lot” means any Lot included within the scope of this Declaration and as shown upon the recorded subdivision plat of Majestic Oaks Addition in the City of Owatonna, Steele County, Minnesota.
- c. “Lot Owner” means the record owner, whether one or more persons or entities, of title to any lot subject to these covenants, including vendees of a contract for deed.
- d. “Plot,” means an area of land consisting of any lot and part of another lot, or a part of any lot, or parts of two or more lots.

2. TYPE OF STRUCTURE PERMITTED. No Lot or Plot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot or plot other than one (1) detached single family dwelling not to exceed two (2) stories in height, and a private garage of not less than 2 ½ stalls, or 24 x 30 ft in size. Garages shall be directly attached to the dwelling. Outside storage buildings may be erected provided they have prior approval of the Architectural Review Committee (“ARC”) and provided that the exterior of the storage building be of the same material as the exterior of the residential structure. Structures erected or placed on any Lot or Plot must be in harmony with the residence in respect to workmanship, materials and external design. Front Exteriors must be masonry, stucco, brick, stone, or cedar shakes, or be materials of such design, character, and quality as the Architectural Review Committee deems appropriate. High-grade fiber-cement, or “hardy-plank” style siding, upgraded vinyl siding or shakes may be considered for the front exterior if used in combination with significant areas of brick, stone, or stucco. High-grade fiber-cement type or high-grade maintenance free type siding may be used on side and rear of dwellings with Architectural Review Committee approval. Either cedar shake shingles or textured asphalt shingles that are as a minimum, equal to “Horizon II” or better or “Timberline” shingle. No barn steel roofs are allowed. Weight and appearance, shall be used on all structures, so as to provide a cedar shake appearance. The Architectural Review Committee may approve other materials the ARC considers appropriate for the home design. Construction of model homes is expressly permitted as long as they conform to the restrictions hereby created. The roofline for all homes must have a minimum 6/12 pitch or be approved by the Architectural Review Committee. All structure must match and conform to the plans approved by the Architectural Review Committee. If the structures do not match and conform to the approved plans the owner of the property shall take any and all actions to bring the structure into conformance with the approved plans. Such remedial actions shall be completed within 90 days of owner receiving notice of non-compliance. The owner shall pay to any party enforcing this provision all costs incurred by the prosecuting party, including any and all expense and attorney’s fees, should the prosecuting party prevail in a proceeding at law to compel conformance.

- 3. PLACEMENT OF STRUCTURES.** No structure shall be located on any lot nearer than 30' to the front lot line, all other setbacks must be in accordance with rules set forth by the City of Owatonna and restrictions set forth in this paragraph 3, eaves, steps, fireplaces, and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any eave, step, fireplace, or open porch on a Lot to encroach further into a setback area than the applicable City of Owatonna ordinance, as it relates to this plat, allows.
- 4. BUILDING AREA.** The size of any building or structure, exclusive of one-story open porches, basements, garages, fireplaces and three season porches, shall be:

 - a. A single floor or rambler style home must have a minimum of 1500 square feet of living area on the main floor.
 - b. A two-story home must have a minimum of 1200 square feet on the main floor and 2200 square feet of finished living area.
 - c. A modified two-story style home must have a minimum of 1400 square feet on two levels above grade (consisting of the building "footprint" levels — not to include the second story) and 2200 square feet of total living area excluding basement.
 - d. Other style homes must receive specific case-by-case written approval. All structures constructed or placed on the property shall be completely finished on the exterior thereof within nine months after commencement of construction.
- 5. STRUCTURES AND BOULEVARD NOT TO BE USED FOR RESIDENTIAL PURPOSES.** No trailer, basement, tent, shack, garage, barn, or outbuilding erected on the premises shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be erected, used or occupied for residence thereof nor shall any building not completely finished on the exterior be occupied as a residence.
- 6. SODDING.** The entire front & side yard of each lot shall be sodded, except for wooded areas left in natural condition, within six (6) months of occupancy, weather permitting, or during the first planting season after occupancy. The Lot Owner shall accept responsibility for site maintenance or drainage problems within fifteen (15) days of receiving written notice from the City if Owatonna or the Declarant. After said 15-day notice period, the Declarant and/or the City of Owatonna shall have the right to enter the property, correct the site problem and bill the Lot Owner for the work done.
- 7. LANDSCAPING.** At a minimum, foundation plantings must be installed prior to sod. Two (2) Hardwood Trees 2" in diameter shall be planted in the front/side yard within 6 months of occupancy, weather permitting, during the first planting season after occupancy.
- 8. ARCHITECTURAL REVIEW COMMITTEE.** There is hereby created an Architectural Review Committee ("ARC") that shall initially be composed of the officers of REO DEVELOPMENT, LLC. A majority of the ARC may designate a representative to act for it. In the event of a death or resignation of any member of the ARC, the remaining members of the ARC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time after 100% of the Lots affected by this Declaration have been sold by Declarant, or its successors and assigns, to owners who reside in dwellings constructed on said Lots, the said owners of the majority of the Lots affected by this Declaration shall have the power through a duly recorded written instrument to change the membership of the ARC or to modify, expand or restrict its powers and duties.
- 9. ARCHITECTURAL CONTROL.** No structures shall be erected, placed, or altered on any Lot or Plot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Review Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the ARC, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications

have been submitted to it, the applicant must notify the ARC via certified mail requesting approval or disapproval. If within ten (10) days after receiving said notice the ARC or its designated representative fails to approve or disapprove the plans, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related covenants shall be deemed to have been fully complied with. If at any time the ARC has ceased to exist as such, and has failed to designate a representative to act for it, the need for committee approval shall be dispensed with.

- 10. LOT USE.** No obnoxious or offensive activity shall be carried on upon any Lot or Plot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 11. SIGNS.** No Sign of any kind shall be displayed to the public view on any Lot except; one professional sign of not more than one square foot; one sign of not more than six square feet advertising property for sale or rent. Permanent entrance monuments, as well as signs and sales aids used during the construction and sales period, may exceed this requirement and must be approved by the Architectural Control Committee.
- 12. FENCES.** No fence or wall shall be erected or placed on any Lot without the approval of the Architectural Review Committee, nor shall any fence or wall be erected nearer to any side yard than the minimum setback allowed under the City of Owatonna fence ordinance, if any. In no case shall fences be constructed nearer to the street than the principal structure. No chain link or wire type fencing shall be allowed, Wrought iron and architecturally designed fencing is strongly encouraged. Fences shall not exceed 6 feet in height.
- 13. KEEPING OF ANIMALS.** No animals of any kind shall be raised, bred or kept on any Lot or Plot, except that dogs, cats, or other household pets may be kept provided that they are not kept for any commercial purposes and are housed in the main dwelling, garage, or in a kennel attached to the rear of the home. The kennel must be screened from view from streets or adjacent lots by cedar or redwood fencing or material specifically approved by the Architectural Review Committee. A kennel may not be constructed without specific written approval from the ARC.
- 14. OUTSIDE GARBAGE RECEPTICLES.** No outside incinerators, trash burners or garbage receptacles shall be installed or erected on any Lot or Plot. This covenant shall not be construed to prohibit the use of outdoor barbecues or fireplaces.
- 15. RECREATIONAL EQUIPMENT.** Recreational equipment is defined for the purposes of this Declaration as travel trailers, pickup campers or coaches, motorized dwellings, trailers, snowmobiles, fish houses, ATV's, boats and trailers. No recreational equipment shall be parked on any Lot, Plot, or appurtenant street for a period longer than twenty-four (24) consecutive hours in any week. In addition, no abandoned vehicle shall be parked on any Lot, Plot, or appurtenant street for a period longer than three (3) consecutive days. For purposes of these covenants, any automobile, van, motorcycle, or other motorized vehicle which is parked in the same location without use for more than seventy-two (72) consecutive hours because of vehicle failure, or because of substantial deterioration causing the vehicle to lose all or virtually all economic value except scrap value, shall be presumed to be an abandoned vehicle. City of Owatonna Ordinances pertaining to recreational vehicles and or equipment supersedes this covenant.
- 16. RADIO, SATELLITE AND TELEVISION ANTENNA, ETC.** No radio or television broadcasting or receiving antenna or other similar apparatus shall extend above the roofline of the dwelling and shall not be mounted more than 24 inches in diameter. Conventional TV antennas should be mounted within the attic of the structure. Any receiving or broadcasting equipment to be located outside the structure shall be screened from view from streets and adjacent lots, if possible. No such equipment shall be erected without prior review and approval of the Architectural Control Committee.
- 17. EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction or flow of water

through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

18. AMENDMENT. The provisions of this declaration may be revised, amended, rescinded, or restated as may be required or deemed necessary at any time by the Lot Owners. Any such change shall be in writing by owners of 75% of the Lots, based upon one vote for each Lot owned. When more than one person or entity holds an interest in a Lot, the assent for any change of these covenants shall be exercised as they between or among themselves shall determine, but in no event shall more than one vote inure to any Lot. No such change shall be effective except upon recordation with the County Recorder of Steele County, Minnesota, of the amendatory instrument. Notwithstanding the foregoing the Declarant shall have the exclusive right to amend this Declaration at any time for any reason until twenty-four (24) months after the date of execution of this Declaration.

19. ENFORCEMENT OF COVENANTS. Enforcement of these covenants shall be by proceedings at law or in equity to restrain violations or to recover damages against any person or persons violating or attempting to violate any covenants. Any action brought to enforce these covenants must be brought within six (6) months after the violation of covenants first occurred.

20. INVALIDITY OF COVENANTS. The 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.

21. DURATION OF COVENANTS. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants, restrictions and conditions are recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change the same in whole or in part.

22. MAILBOXES. The Lot Owner shall maintain and repair their mailbox. The mailbox shall be maintained as the same style, color, and materials as those provided by the Declarant.

23. SIDEWALKS. The Lot Owner shall repair any and all damage caused to sidewalk or curbing adjacent to their Lot that is caused by any action by the Lot Owner or on behalf of the Lot Owner. Lot Owner is responsible for snow removal from all sidewalks located on Lot Owners property as described by city ordinance.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed

This _____ day of _____, 2006.

REO DEVELOPMENT, LLC.

BY: _____

It's President

STATE OF MINNESOTA)

)SS

COUNTY OF STEELE)

The foregoing was acknowledged before me this _____ day of _____, 2006, by _____ the President of REO DEVELOPMENT, LLC.

NOTARY PUBLIC

A000393191

OFFICE OF THE COUNTY RECORDER
STEELE COUNTY, MINNESOTA

CERTIFIED, FILED, AND/OR RECORDED ON
08/28/2013 11:16AM
WELL CERTIFICATE: RECEIVED ()
PAGES: 3 FEES: \$46.00

RICK G. KUIEN
STEELE COUNTY RECORDER
BY CK DEPUTY
1 2 3 4

**FIRST AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS**

This First Amendment is made to the Declaration of Protective Covenants dated April 24, 2006, and recorded as Document No. A000341066 on May 9, 2006 (hereinafter, "Original Covenants"), on this 27th day of August, 2013, by the undersigned, for the property legally described on Exhibit A, attached hereto.

PURSUANT TO, Paragraph 18 of the Original Covenants whereby the provisions of the Original Covenants may be revised, amended, rescinded, or restated, as may be required or deemed necessary at any time in writing by the owners of 75% of the Lots;

WHEREAS, the Original Covenants are imposed upon 83 Lots, as identified on Exhibit A;

WHEREAS, the undersigned owns not less than 63 Lots;

NOW THEREFORE, the undersigned hereby amends the Original Covenants, as follows:

Paragraph numbered, "2" and entitled, "TYPE OF STRUCTURE PERMITTED," shall be deleted and replaced with the following:

"2. TYPE OF STRUCTURE PERMITTED. No Lot or Plot shall be used except for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any Lot or Plot, other than one detached single family dwelling not to exceed two (2) stories in height, and a private garage of not less than 2 ½ stalls and 24 x 30 feet, in size, unless otherwise approved by the Architectural Review Committee (hereinafter, "ARC"). Garages shall be directly attached to the dwelling. Outside storage buildings may be erected provided they have prior approval of the ARC. Structures erected or placed on any Lot or Plot must be in harmony with the residence in respect to workmanship, materials, and external design. Front exteriors must be masonry, stucco, brick, stone, or cedar shakes, or be materials of such design, character, and quality as the ARC deems appropriate. The ARC may approve, in its sole discretion, high-grade fiber cement, or "hardy plank" style siding, upgraded vinyl siding or shakes for the front exterior, if used in combination with significant areas of brick, stone, or stucco. High-grade fiber cement type or high-grade maintenance-free type siding may be used on side and rear of

EXHIBIT A

Phase 1 & 2 of Majestic Oaks Addition consists of the following legally described lots:

Block 1 Lot 2 through and including Lot 17

Block 2 Lot 1 through and including Lot 10

Block 3 Lot 1 through and including Lot 19

Block 4 Lot 6 through and including Lot 13

Block 5 Lot 1 through and including Lot 23

Block 6 Lot 8 through and including lot 14

This instrument was drafted by:

Kristin K. Haberman

Einhaus, Mattison, Carver & Haberman, P.A.

202 North Cedar Avenue

Owatonna, MN 55060