

DECLARATION OF PROTECTIVE COVENANTS
FOR
MEADOWVIEW SECOND
FIRST PHASE-BLOCKS 1,2,3

PURPOSE

When Meadowview Second Subdivision is completely developed with all improvements and buildings, the combined investments of the developers, owners and financial institutions will be substantial. It is the purpose of these covenants to protect this investment by assuring that the property will be developed and maintained with the high standards for quality and aesthetics envisioned by the Developer in planning the Meadowview Second Subdivision. Because the orderly and attractive development of the property helps assure the enhancement in value of their individual investments, it is assumed that users of lots in the Subdivision will be motivated to assure its high quality through mutual cooperation and by enforcing not only the letter but also the spirit of this Declaration. This Declaration is designed to complement local government regulations, and where conflict occurs, the more rigid requirements shall prevail.

ARCHITECTURAL QUALITY COMMITTEE

In order to ensure quality and protect the residential values of Meadowview Second Subdivision, an Architectural Quality Committee is hereby created by the undersigned. The initial members of the said committee shall be Leland P. McNeilus, Chief Manager of McNeilus Properties, LLC, and Daniel Blaisdell, Treasurer of McNeilus Properties, LLC. The committee's mission will be to review proposed building plans to ensure they meet the standards set for Meadowview Second Subdivision. At such time that all residences have been constructed and completed on all properties, or if any initial committee member resigns or is no longer an owner of the foregoing described properties, new member of the committee shall be elected by all lot owners in Meadowview Second Subdivision by a majority vote. The committee thereafter shall consist of three persons and shall be responsible for enforcement of the standards herein.

LOT USE

1. No lot shall be used except for single-family residential purposed.
2. No building shall be erected, altered, placed, or permitted to remain on any lot other than a one single-family dwelling not to exceed two stories in height with a minimum of a two car attached private garage.
3. All fences must be of wood or rustic materials compatible with the surrounding area. A chain link or metal fence may be erected, only if approved in writing by owners of adjacent lots and the Architectural Quality Committee.
4. A minimum of 18 feet in width of driveway extending from the garage must be surfaced with concrete.
5. All exteriors must be complete within ten months of the insuance of a building permit (including all sod, brick works, staining, painting and driveway).
6. Outbuildings are allowed, but shall not exceed 22' x 26' with a maximum wall height of 10 feet and shall be constructed with siding and roofing materials similar in appearance and quality of the main house and must be located in the backyard as close to the rear lot line as the local zoning ordinance allows. All outbuildings must be built on concrete slab, not on skids or a wood floor.
7. No animals, livestock, including horses or poultry of any kind shall be raised, bred, or kept on any lot for any purpose, except dogs, cats of other household pets may be kept for noncommercial purposes.
8. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done

thereon which may be or become an annoyance or unisance to the neighborhood. No materials shall be stored or kept on or in front of said lot except for the purpose of immediate incorporation into a structure on said Lot.

9. Automobiles and single axel trucks with 11,000 gross vehicle weight or less may park on driveway only. All boats, snowmobiles, motorcycles, campers, trailers, three-wheelers, four-wheelers or any such vehicle may park on driveway only for fourteen days and must otherwise be stored inside the garage or outbuildings.

DWELILNG SIZE AND TYPE

1. No ground area of main residential structure, exclusive of one-story open porches and garages, shall be smaller than the following:

- (1) 1450 square feet for a standard one-story rambler.
- (2) 1000 square feet for a split foyer, top floor only.
- (3) 1000 square feet (main floor) for a two-story or story and one-half.

A reduction in the square footage with respect to any of the Lots may be granted by the AQC (at the sole discretion of the AQC) at any time; however, such reduction shall be evidenced by a written certificate of variance issued by said AQC. All house plans must be approved by the AQC.

2. All basement areas shall be excluded from the computation of the requisite square feet of livable area.
3. System built houses may be allowed in the development if approved by the AQC. This does not include mobile homes, trailers or doublewides.
4. No prebuilt or used house shall be placed on any lot in said Subdivision.
5. All houses and garages must have a minimum of 100 square feel (combined) of accent brick, stone, or stucco on the side facing the street.

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, shack, garage, barn, or other outbuilding shall be used or place on any lot in said Subdivision, either temporarily or permanently. Evidence of temporary character would be a structure build on skids or which rests upon a wood floor without foundation or concrete slab.

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one non-flashing professional sign of not more than six square feel in area advertising the property for sale.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers approved by the Architectural Quality Committee.

FUEL OR PROPANE TANKS

No liquid propane tank or other fuel storage tank shall be place on or permitted to remain on any lot.

TERM

These covenants are to 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 are recorded, before which time such covenants may be extended for successive periods of ten (10) years as provided by law unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change and covenants in whole on in part.

ENFORCEMENT

Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. All costs of enforcement, including reasonable attorney's fees, shall be paid by the person found in violation or attempting to violate any of the foregoing restrictive covenants.

SEVERABILITY

Invalidation of any one 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.

Leland McNeilus

Leland McNeilus

Daniel Blaisdell

Daniel Blaisdell

STATE OF MINNESOTA)

) ss.

COUNTY OF DODGE)

The forgoing instrument was acknowledged before me this 30th day of Sept, 2005, by Leland McNeilus and Daniel Blaisdell, the owner/chief mgr and Officer/Treas. of McNeilus Properties, LLC, a corporation under the laws of the State of Minnesota, on behalf of the corporation.

Lucinda M. Goebel

Notary Public

