

**DECLARATION OF PROTECTIVE COVENANTS
FOR
MEADOW VIEW FOURTH SUBDIVISION**

THIS DECLARATION is made and entered into as of this 22 day of August, 2018, by McNeilus Properties, LLC, the fee owner of Meadow View Fourth.

- 1) **PURPOSE.** When Meadow View Fourth 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 Meadow View Fourth 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.
- 2) **ARCHITECTURAL REVIEW COMMITTEE.** In order to ensure quality and protect the residential values of Meadow View Fourth Subdivision, an Architectural Review Committee (ARC) is hereby created by the undersigned. The committee's mission will be to review proposed building plans to ensure they meet the standards set for Meadow View Fourth Subdivision. The initial members of said committee shall be composed of the management and officers of the developer until such time as all residences have been constructed and completed on all properties or until such time as the Declarant decides to divest itself of responsibility for architectural control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners, who shall be initially appointed by Declarant and thereafter by the members of the ARC or, if none, by a majority of the lot owners. The committee thereafter shall consist of three persons and shall be responsible for enforcement of the standards herein.
- 3) **LAND USE AND TEMPORARY STRUCTURES.** Lots shall be used solely for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling not to exceed two stories in height. No structure of a temporary character (e.g. trailer, basement, shack, garage, barn, or other outbuilding) shall be used on any lot at any time as a residence, either temporarily or permanent.
- 4) **DIVISIONS OF LOTS.** No lots shall be subdivided and transfers of less than the entire lot shall be prohibited without the prior written approval of the ARC.
- 5) **TYPE OF CONSTRUCTION.** Each dwelling built upon any lot shall be of new construction erected on the site. No manufactured, modular, mobile, trailer or used homes may be placed on any lot.
- 6) **ARCHITECTURAL CONTROL.** No structures shall be erected, placed, or altered on any Property until the construction plans and specifications and a plan showing the location of the structure have been approved by the ARC 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 ARC may grant variances from literal compliance with these covenants. The granting of any variance will apply to that instance only and will not apply to any other actions by the owner who requested the variance or by any other owner. The committee's approval or disapproval as

required by these covenants shall be in writing. In the event the ARC fails to approve or disapprove within fifteen (15) business days from the later of the date on which the written plans and specifications are received by the ARC or the date on which the last of information requested by the ARC is received, the plans and specifications as submitted shall be considered approved. No construction is permitted during the 15-business day review period.

7) BUILDING REQUIREMENTS. All house and site plans must be approved by the ARC prior to excavation and shall conform to the following criteria:

A. **Dwelling Size.** The minimum size of the finished living area above grade, exclusive of basements, garages, decks, porches and three-season porches, shall be:

Block 1, Lots 6-12

Rambler	1,550 ft ²
Two-Story	2,000 ft ² (1,000 ft ² main level)

Block 1, Lots 1-5 and Block 2, Lots 1-3 and Block 3, Lots 1-8

Rambler & Multi-Level	1,350 ft ²
Two-Story	1,800 ft ² (900 ft ² main level)
Split-Entry	1,250 ft ²

Block 3, Lots 9-14

Rambler & Multi-Level	1,250 ft ²
Two-Story	1,800 ft ² (900 ft ² main level)
Split-Entry	1,100 ft ²

Block 2, Lots 4-11

Patio Homes (slab on grade)	1,500 ft ²
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- B. Every residence shall have a minimum of a two (2) car attached garage.
- C. Every residence shall have a roof pitch of at least 6/12.
- D. All dwellings must have a minimum of 100 ft² of accent brick, stone, or cultured stone on the side facing the street.

8) CONSTRUCTION DEADLINE: All homes shall be completed within twelve (12) months after commencement of construction. Each lot shall be sodded or seeded within three (3) months of occupancy, weather permitting, or during the first planting season after occupancy. The lot owner is responsible for the care of lot controlling weeds and mowing said lot.

9) OUTBUILDINGS. Storage buildings or outbuildings shall be permitted, but such building must be constructed with siding and roofing materials similar in appearance and quality as the residence 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 a concrete slab, not on skids or a wood floor. No storage building or outbuilding may be greater than 180 square feet in size with a maximum wall height of ten (10) feet.

10) FENCES. No fences may be constructed on any lot except from the following fence materials: green treated wood, cedar, redwood, or solid vinyl fence materials. Chain link fences are prohibited. Fences should not exceed 6 feet in height.

- 11) **DRIVEWAYS.** All dwellings shall have a concrete driveway and concrete driveway approach.
- 12) **NOXIOUS ACTIVITY.** No noxious or offensive activities shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance 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.
- 13) **RECREATIONAL EQUIPMENT/NON-OPERATIONAL MOTOR VEHICLES.** There shall be no outside storage of boats, campers, trailers, motor homes, snowmobiles, ATV's, ice houses, race cars, unlicensed vehicles, and the like for not more than fourteen (14) days of the year (cumulative) and must otherwise be stored inside the garage or outbuilding. 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.
- 14) **NO COMMERCIAL USE.** No commercial use may be made of the lots except that an Owner may engage in a home business if allowed under the Zoning and Building Codes provided the home business does not involve more than two employees at the home at any time, and no motor vehicles (other than passenger cars and pick-up trucks) or motor equipment of a commercial nature, such as trucks, vans, construction equipment, agricultural equipment, or forestry equipment are used on the property or stored on the property outside an enclosed structure as part of the business.
- 15) **ANIMALS.** No animals of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purposes and are housed in the main dwelling, garage, or in a kennel.
- 16) **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 feet advertising the property for sale or rent, or a sign used by builders to advertise the property during the construction and sale period.
- 17) **GARBAGE AND REFUSE REMOVAL.** Lot owners are responsible for the maintenance of their lots. No lot shall be used or maintained as a dumping ground for rubbish, garbage, compost or lumber. Trash, garbage, or other waste material shall not be kept except in sanitary containers.
- 18) **FUEL OR PROPANE TANKS.** No liquid propane tank or other fuel storage tank shall be placed on or permitted to remain on any lot.
- 19) **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 majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 20) **ENFORCEMENT.** Enforcement shall be by proceedings at law or in 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.

The restrictions set forth shall run with the land and bind the present Owner or Owners, their heirs, administrators, executors, successors and assigns.

A. All parties claiming by, through or under them, shall hold subject to and hereby agree and covenant with the owners of said lots, their heirs, executors, administrators, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and construction of improvements thereon. No restriction, however, shall be personally binding on any person except in respect to breaches committed during his/her or their ownership of the particular property upon which such violations occurred.

B. For any violations of the covenants herein set forth, the Developer or owner(s) of any lot(s) or a homeowner's association or common ownership organization made up of the owners of the lots shall have the right to (1) sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of the covenants, (2) impose a special charge of not more than \$100 upon an owner for each calendar month or part of a calendar month during which the violation exists, as each calendar month shall constitute a separate violation, or (3) cause the violation to be cured and charge the cost thereof to the owner.

C. Any imposed charges or costs shall become a lien upon the property upon the filing of a lien notice with the Dodge County Recorder. Damages may be obtained from the offender or the owner of the lot from which the offender operated. The offending owner shall pay any reasonable attorney's fees, legal expenses, and costs of enforcement that may result from the owner's breach of the covenants and restrictions herein.

D. Failure of the Developer or others who have a right to enforce any of the restrictions or covenants herein set forth to bring an action at the time of the violation shall in no event be deemed a waiver of the right to do so thereafter. Developer is under no obligation to bring an action to enforce these restrictions and is not liable for any damages caused by failure to exercise or enforce a right. The right to enforce the Covenants and Restrictions set forth in this document shall be held by the Developer and any owner of a lot or a home owners association or common ownership organization made up of owners of the lots.

- 21) **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.
- 22) **DEDICATED RIGHT.** The Premises shall be subject to any and all rights and privileges the City of Dodge Center, Dodge County, or State of Minnesota may have acquired through dedication or the filing or recording of maps or plats as authorized by law and provided further that no Covenants or acts performed shall be in conflict with and Zoning or Building Code or other applicable law of the County of Dodge or State of Minnesota.
- 23) **AMENDMENT.** These Restrictive Covenants may be amended by the Developer as long as the Developer owns one lot or subsequent to Developer transferring all lots by majority vote of the owners of the lots. No amendment, other than by Developer, may affect an easement granted hereunder except by unanimous consent of the owners of all lots. Any amendment of these Covenants by the owner will not affect the validity of any mortgage or deed of trust and will not change the burden to any lot or any portions of a lot without the consent of the mortgage holder of said lots, if any.

MCNEILUS PROPERTIES, LLC

By: Leland P. McNeilus
Leland P. McNeilus, Owner/President

By: Mark Blaisdell
Mark Blaisdell, Deputy Manager

STATE OF MINNESOTA)
COUNTY OF DODGE) ss.

The foregoing instrument was acknowledged before me this 22nd day of August, 2018, by Leland P. McNeilus, Owner/President and Mark Blaisdell, Deputy Manager of McNeilus Properties, LLC.

Lucinda M. Goebel
Notary Public

