



OFFICE OF COUNTY RECORDER
Olmsted County, Minnesota

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DANIEL J. HALL - County Recorder, by _____ Deputy.

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WENDLAND AND UTZ

L1-27 B1
L1-2 B2
L1-4 B3
L1-3 B4
L1 B5

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PINE RIDGE ESTATES FIFTH SUBDIVISION**

DKMC Development LLP, a Minnesota Limited Liability Partnership, ("Declarant") hereby makes this DECLARATION on this 18th day of February, 2004.

RECITALS

Declarant is the owner of certain property in Rochester, County of Olmsted, State of Minnesota, known as Pine Ridge Estates Fifth Subdivision.

Declarant hereby declares that all of the lots and plots in said Pine Ridge Estates Fifth Subdivision shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said real property. These covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the properties herein described or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Properties" shall mean and refer to each and every parcel, and all portions thereof, of the real property hereinbefore described as Pine Ridge Estates Fifth Subdivision and such additions thereto.

Section 2. "Lot" shall mean and refer to any plot of land shown upon any recorded Subdivision Plat of the Properties. If a Lot as shown on the Pine Ridge Estates Fifth Subdivision Plat or a portion thereof, is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration. "Lot" shall include any plot of land added to the properties pursuant to Article II.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot (as defined in Section 2 of this Article) which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Wendland + Utz
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Section 4. "Declarant" shall mean and refer to DKMC Development, a Minnesota Partnership, n/k/a, DKMC Development, LLP, a Minnesota Limited Liability Partnership, consisting of Dennis M. Peterson, his heirs, successors and assigns.

ARTICLE II.

ANNEXATION OF ADDITIONAL PROPERTY

At any time within twenty (20) years from the date hereof, Declarant may, by instrument duly executed by them and recorded, add additional land to the Properties.

ARTICLE III.

ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee

There is hereby established an Architectural Review Committee for the Properties which shall be comprised of Declarant until such time that residences have been constructed and completed on all Properties or until such time that Declarant determines a desire to divest itself 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 Lot Owners in the subdivision. Said elected Committee shall, at that time, adopt a meeting schedule and rules of operations.

Section 2. General Requirements

- A. The construction, placement or maintenance of buildings, fences, drives, sidewalks, walls, pools, play equipment, other structures of any kind or nature, and landscaping shall be subject to architectural control. Such standards are divided into the construction and post-construction phases as provided herein.

No building, fence, drive, sidewalk, wall, or other structure shall be commenced, erected, or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made nor any landscaping be performed until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. Such plans, upon submittal, shall be approved or disapproved by the Architectural Review Committee within seven (7) days. If approval or disapproval action is not taken within said time period, the plans submitted shall be presumed to be approved.

Plans submitted for approval shall include the following:

1. House plans, including:
 - a. floor plans

- b. building elevations
 - c. construction materials and specifications
2. Site plans, which indicate:
- a. building land coverage and location
 - b. location, size and surface type of all drives
 - c. location and type of all exterior lights
 - d. general site grading plan including existing and proposed contours
 - e. landscaping plans.

Section 3. General Standards

A. Each Lot shall be restricted to construction of one single-family residence. No lean-to, carport, vehicle storage building or building or structure detached from the residence shall be permitted, except up to one accessory structure such as a utility storage building, gazebo, or pool house, not exceeding two hundred fifty-six (256) square feet in size and constructed with the same materials and architectural style as the house and except up to one accessory garage up to three stalls in size when constructed attached to the house or in a detached manner as part of the design style, and constructed with the same materials as the house. An additional garage structure may be approved by the Architectural Review Committee.

B. All houses shall contain a total floor area exclusive of garages, basements or porches, in excess of the following minimum sizes:

- | | | |
|----|------------------------------|--|
| 1. | Block 1, Lots 1 - 7 | 1,500 square foot Rambler or split level or split entry dwelling
2,200 square foot two-story dwelling |
| 2. | Block 1, Lots 8 - 11, 22, 23 | 1,700 square foot Rambler or split level or split entry dwelling
2,450 square foot two-story dwelling |
| 3. | Block 1, Lots 12 - 14 | 1,700 square foot Rambler or split level or split entry dwelling
2,650 square foot two-story dwelling |
| 4. | Block 1, Lots 15 - 21 | 2,000 square foot Rambler or split level or split entry dwelling
3,000 square foot two-story dwelling |
| 5. | Block 1, Lots 24 - 27 | 1,700 square foot Rambler or split level or split entry dwelling
2,300 square foot two-story dwelling |
| 6. | Block 2, Lots 1 and 2 | 1,500 square foot Rambler or split level or split entry dwelling
2,200 square foot two-story dwelling |

- | | | |
|----|---------------------|---|
| 7. | Block 3, Lots 1 - 4 | 1,500 square foot rambler or split level
or split entry dwelling
2,200 square foot two-story dwelling |
| 8. | Block 4, Lots 1 - 3 | 1,500 square foot rambler or split level
or split entry dwelling
2,200 square foot two-story dwelling |
| 9. | Block 5, Lot 1 | 1,500 square foot rambler or split level
or split entry dwelling
2,200 square foot two-story dwelling |

- C. No building shall be moved onto any Lot, provided, however, this shall not preclude precut or similar type construction.
- D. No fences shall be erected except patio privacy fences, landscape fences, and fences of small enclosures to contain children or pets. Any such fences shall be of wood. No chain link or metal fence may be erected unless approved by the Architectural Review Committee.

Section 4. Construction Phase Standards

A. Placement of the House:

1. The Architectural Review Committee shall review the placement of the house on the Lot to ensure proper visual appeal, privacy between houses, elevation relative to the street, adjacent houses and ground forms, proper use of walk-out basement design, driveway slopes and drainage. Such review and approval shall pertain to aesthetic and relational considerations and shall in no way represent any assurance as to engineering or architectural design propriety nor incur any liability on the part of the Architectural Review Committee as to proper function or design.
2. Houses shall be sited on the Lots in a manner which shall maximize open space yard areas and privacy between houses.
3. The desired standard for roof pitch shall be 8:12. With Architectural Review Committee approval, however, such pitch may be reduced when deemed appropriate to house style and fit with adjacent homes.
4. Siding shall be of appropriate material for the house style. Houses shall be painted or stained using approved muted or earth tone colors. Trim colors shall complement the house color used.
5. Homes of earth-sheltered design shall not be permitted.

B. Site Design:

1. All Lots shall be sodded and/or seeded of predominately Kentucky Blue prior to occupancy of the house. If weather conditions do not permit, the Architectural Review Committee may grant a time of extension. Sod shall be placed in all areas where grass growth is intended. The remainder of the yard may be sodded or seeded in a manner which will produce sufficient vigorous grass growth which provides the same appearance and growth character as the sod placed.
2. Driveways and parking areas shall be of concrete unless approved by the Architectural Review Committee.
3. Walkways shall be constructed of concrete or brick or other approved hard-surfacing material.
4. All landscape materials used shall be hardy and appropriate to the area and use on the site.
5. The builder or Owner shall cause to have installed in the front yard landscaping plant material which shall have a value of at least \$500.00 exclusive of sodding costs. Such landscaping improvements shall be installed prior to occupancy of the house or as soon after occupancy as weather permits.

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 house. Materials used and considerations made by the Architectural Review Committee in review of the plans shall be the same as for the Construction Phase Standards.
- B. Exterior Maintenance. Each Lot and the buildings(s) erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

ARTICLE IV.

USE RESTRICTIONS

Section 1. The building setback lines shall be as required by zoning requirements of the City of Rochester and as further restricted by easements as shown by the plat attached to and hereby made a part of this Declaration.

Section 2. No poultry or livestock shall be kept or permitted on the premises. Dogs, cats, and household pets are permitted but no animal shall be permitted to run loose.

Section 3. No garbage, garbage cans, ashes, refuse, or trash receptacles shall be allowed on a Lot exposed to view and no outside incinerator shall be permitted. No burning of rubbish outside of a residence shall be permitted.

Section 4. Utility easement is reserved and reservation made, in, on, and through the Lots as shown on the attached plat for the construction, placing, repair, and maintenance of all necessary overhead, underground and surface utilities, public or private, including the right to conduct drainage and to trim on and over the areas of such easement.

Section 5. No Lot shall be subdivided into smaller Lots or areas other than as originally platted, except this restriction shall not prevent a Lot from being divided for the purpose of adding it to an adjacent Lot or portion thereof.

Section 6. No obnoxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereof which may be or become an annoyance or a nuisance to the neighborhood.

Section 7. No liquid, propane gas, or container of any type shall be allowed on the premises exposed to view.

Section 8. No trailer, mobile home, motor home, tent, shack, garage, barn, basement house, or other building shall be used as a residence either temporarily or permanently nor shall any residence of a temporary character be permitted.

Section 9. Permanent outside storage of trailers, campers, boats, mobile homes, motor homes, and recreational vehicles is prohibited. For purposes hereof "permanent" shall mean 21 days or more, whether continuous or not, in any one twelve-month period.

ARTICLE V.

GENERAL PROVISIONS

Section 1. The Owners shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and reservations now or hereafter imposed pursuant to the covenants or restrictions and a failure to enforce the covenants and restrictions shall not be deemed a waiver of the right to do so thereafter; nor shall it be construed as an act of acquiescence or approval on the part of the Owners.

Section 2. Invalidation of any one of or a portion of the provisions of this Declaration by Court Judgment or Order shall neither affect nor invalidate any other provisions, and the same shall remain in full force and effect.

Section 3. The covenants and restrictions of this Declaration shall run with the land and bind the same, and shall inure, to the benefit of and be enforceable by the Owners, or the owner of any Lot

subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots. Any instrument, amending, modifying, or cancelling this Declaration must be properly recorded before it shall be effective.

DECLARANT:

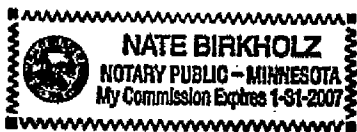
DKMC DEVELOPMENT LLP,
a Minnesota Limited Liability Partnership

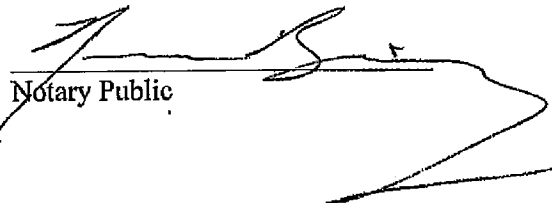
By: 

Dennis M. Peterson
Its: Managing Partner

STATE OF MINNESOTA)
)ss.
COUNTY OF OLMSTED)

On this 18th day of February, 2004, before me, a Notary Public, within and for said County and State, personally appeared Dennis M. Peterson, its managing partner in DKMC Development LLP, a Minnesota Limited Liability Partnership, to me known to be the persons who executed the foregoing Declarations of Covenants, Conditions and Restrictions and acknowledged that they executed the same as their free act and deed and for the purposes therein expressed.




Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

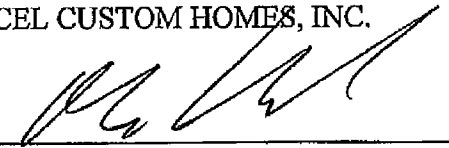
WENDLAND, UTZ, STAHL AND MINTZ, LTD. (NPB)
21 FIRST STREET SW
300 WELLS FARGO CENTER
ROCHESTER, MN 55902
PHONE: (507) 288-5440
FAX: (507) 281-8288

CONSENT

The undersigned Excel Custom Homes, Inc., fee owner of Lot 7, Block 1, of Pine Ridge Estates Fifth Subdivision and for purposes of subjecting Lot 7, Block 1, of Pine Ridge Estates Fifth Subdivision to the covenants, conditions and restrictions provided for herein, hereby consents to said Declaration of Covenants, Conditions and Restrictions for Pine Ridge Estates Fifth Subdivision.

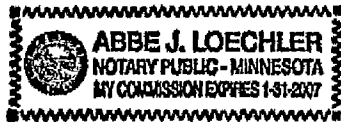
Dated: February 19th, 2004


EXCEL CUSTOM HOMES, INC.

By: 
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF OLMSTED)

On this 19th day of February, 2004, before me, a Notary Public, within and for said County and State, personally appeared Mickey D. Rowland, the President of Excel Custom Homes, Inc., to be known to be the person who executed the foregoing Consent and acknowledged that he/she executed the same as his/her free act and deed and for the purposes therein expressed.




Notary Public

CONSENT

The undersigned Bank of Alma, holds a mortgage covering, affecting and securing the real property described in said Declaration of Covenants, Conditions and Restrictions for Pine Ridge Estates Fifth Subdivision herein, and for purposes of subjecting the property to the covenants, conditions and restrictions, hereby consents to said covenants, conditions and restrictions for Pine Ridge Estates Fifth Subdivision.

Dated: February 18th, 2004

BANK OF ALMA

By: William B. Boshard
Its: _____

WT
STATE OF MINNESOTA)
Buffalo)ss.
COUNTY OF OLMSTED)

On this 18th day of February, 2004, before me, a Notary Public, within and for said County and State, personally appeared William B. Boshard, the President of Bank of Alma, to be known to be the person who executed the foregoing Consent and acknowledged that he/she executed the same as his/her free act and deed and for the purposes therein expressed.

Patricia A. Jensen
Notary Public
4-23-06