

DECLARATIONS OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR

BUCKRIDGE ESTATES SUBDIVISION, a part of the South Half of the Northeast Quarter of  
Section 13, Township 103 North, Range 15 West, Mower County, Minnesota.

THIS DECLARATION, made this 7 day of April, 2005, by Bradley R. Grafe, a single person and Kuehn Brothers Properties, LLC, fee owner, herein after referred to as "Declarant".

WHEREAS, Declarant is the fee owner of the real property situated in the County of Mower, State of Minnesota, platted as Buckridge Estates Subdivision according to the plat thereof on file and of record in the office of the Mower County Recorder; and,

WHEREAS, Declarant desires to impose on all of the lots of the Subdivision with the exception of Lot 5, Block 1 the following terms, conditions, restrictions and reservations and covenants for the benefit of said property and its present and future owners.

NOW, THEREFORE, Declarant hereby declares that all of the lots in said Subdivision shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value of the desirability of, and which shall run with, the real property in the Subdivision, and be binding on all parties having any rights, title or interest in the Subdivision or any part hereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

For the purpose of the Declaration, the following terms shall have the meanings here ascribed to them:

SECTION 1: "Living Unit" shall mean and refer to any portion of residence building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

SECTION 2: "Lot" shall mean and refer to any portion of land in the subdivision upon which a living unit is situated.

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 which is a part of the subdivision, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the property by provision of operation of law.

SECTION 4: "Properties of Subdivision" shall refer to real property located within Buckridge Estates Subdivision.

ARTICLE II  
BUILDING USE AND RESTRICTIONS

SECTION 1: Residential Use. No lot shall be used except for single-family residential purposes with the exception that Twin Homes may be placed on not more than three lots if approved by Declarant herein. It is intended that the property be used for Residential purposes but a business such as an Insurance Agency that does not comprise more than 15% of the size of the home may be operated out of the home but there shall be no signage related thereto.

SECTION 2: Prohibited Structures. No structure of a temporary character, trailer, basement, tent, shack, or other building except a permanent residence shall be used on any lot at any time as a residence, either temporarily or permanently. No structure shall be erected, maintained, or the exterior altered prior to approval of the plans and specifications for such structure by the Architectural Control Committee as to quality of workmanship and materials, harmony of typography, locations of the structure on the lot, elevation of the structure on the lot, finish grade elevation and square footage of the home. No fence or wall shall be erected, placed, or altered on any lot unless similarly approved. The Architectural Control Committee shall consist of Bradley R. Grafe until three-fourths of all lots are sold. Structures will be what are commonly referred to, as "stick construction", and no dwelling or prefabricated dwelling whether compartmentalized or otherwise, shall be moved upon the premises. Structure shall be sided, painted or stained using approved muted or earth tone colors. Trim colors shall complement the major house color used. At such time as all lots in Buckridge Estates Subdivision have been sold and living units constructed thereon, the Architectural Control Committee shall be automatically dissolved. Upon such dissolution, it shall be the responsibility of the then owners of all the lots in Buckridge Estates Subdivision to establish from time to time an Architectural Control Committee by a vote of a majority of the owners of such lots, each lot having one vote.

The desired standard for roof pitch shall be a minimum of 6:12. However, with Review Committee approval, the pitch may be reduced when deemed appropriate to house style and fit with adjacent homes. Houses shall be no more than 2½ stories high nor shall they be more than 35 feet high. The basement shall not be counted as a story.

Dwelling size should be as follows:

*Raised Rambler*: Rambler or single story, main floor 1,800 finished square feet.

*Two-story and one and one-half story*: 1,250 finished square feet, main floor  
650 finished square feet, second or upper floor

All basement areas shall be excluded from the computation of the finished square feet.

SECTION 3: Garages. All living units constructed on said lots shall have, at a minimum, a two (2) car attached garage or two (2) car tuck-under garage. Garages shall not exceed three (3) cars and total square feet shall not exceed seventy five percent of main living area. Door shall not exceed eight (8) feet high.

\* SECTION 4: Erection of Driveways and Approaches. All living units constructed on said lots shall have a concrete pad the width of the garage and extending out twenty feet from the garage and then either concrete or good quality white rock from the concrete pad to the street line.

SECTION 5: Erection of Garages or Basements and Use of Such Structures. No garages or basements shall be erected upon any said lots of said subdivision before a contract is let for the erection of the residence, and no basement, garage or other building shall be used temporarily for residential purposes.

SECTION 6: Seeded Yards. All front, side, and rear yards must be fully and completely seeded from lot line to the lot line within reasonable time after occupancy of a residential dwelling by the lot owner, having due regard of weather and climatic conditions.

SECTION 7: Transfer of Building. No building of any kind intended to be used for habitation of residence shall be moved onto said lots.

SECTION 8: Hazardous Activities Prohibited. No owner shall engage in or permit any activities on his lot, or maintain or permit any conditions in his/her Living Unit, which would be considered extra hazardous by fire insurance companies or would adversely affect the insurability of the Living Unit or Living Units of any Lot Owner.

SECTION 9: No 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; and no materials shall be stored or kept on or in front of said properties, except for the purpose of immediate incorporation into an approved structure on the properties.

SECTION 10: Garbage and Refuse Removal. No lot shall be used or maintained as a dumping ground for rubbish, wood, firewood or junk. No trash receptacle is permitted to remain outside a structure for more than 24 hours. All lot owners are required to remove noxious weeds, regularly mow their lawn and trim their trees and shrubs.

SECTION 11: Out Buildings. Out buildings shall be allowed providing they do not exceed 75% of the square footage of the main floor of the home constructed on the lot. The side wall height must not exceed 75% of the wall height on the house, including two story homes. The outside design of outbuildings shall match the living unit. These include roof pitch, roofing materials and color, and siding and trim materials and color, and siding and trim materials. If approaches or driveways are constructed they must be concrete, paverstone or white rock (no gravel). Out buildings must be located behind the rear line of living unit.

SECTION 12: From the rear most area of the living unit to and including the street. All motor vehicles, equipment and trailers shall not be left outside for more than 48 hours.

SECTION 13: There shall be a minimum set back of 35 feet from the street.

SECTION 14: No lot shall be subdivided.

SECTION 15: There shall not be constructed upon the premises any geodesic-type of home or any log home.

SECTION 16: There shall be no recreational vehicles left on the lot longer than 48 hours and any and all satellite dishes should be inconspicuous and placed on the back sides of the homes and should not exceed 24 inches in size.

SECTION 17: There shall be no hunting on the property or adjacent property and there shall be no livestock poultry or horses on the property.

SECTION 18: Any construction on the premises shall be completed within six months of the commencement of the construction and there shall be no manufactured or pre-fab homes constructed on the property, as any and all construction shall be stick built.

SECTION 19: The homes shall have a minimum of 25% of the front wall in brick as an accent to the home.

SECTION 20: The front sidewalk and any and all landscaping shall be completed within six months of the completion date of the living unit. If the living unit is constructed with supports for a deck then the deck shall be finished within one year of the construction completion of the living unit. All rear doors must have a deck or concrete patio finish. All living units shall be completed within nine months of the commencement of the construction.

### ARTICLE III GENERAL PROVISIONS

SECTION 1: Enforcement. Enforcement of these covenants, conditions, restrictions and reservations shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain such violation or attempted violation or to recover damages.

SECTION 2: Amendments. The above conditions, restrictions, reservations and covenants shall run with the land and be binding upon all parties and all persons claiming by, through, and under them, for a period of 30 years. Said covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that at any time during the terms stated, a majority of the record owners of the above described property may modify, amend or terminate these provisions, in whole or in part, by the execution and recording of an instrument in writing duly acknowledged, but no such modifications or amendment shall be effective to prohibit a then existing use.



**EXHIBIT A**

All parties agree to change the current covenants as follows

**ARTICLE II:  
BUILDING USE AND RESTRICTIONS**

**Current Reading**

SECTION 4: Erection of Driveways and Approaches. All living units constructed on said lots shall have a concrete pad the width of the garage and extending out twenty feet from the garage and then either concrete or good quality white rock from the concrete pad to the street line.

**Amended Reading**

SECTION 4: Erection of Driveways and Approaches. All living units constructed on said lots shall have a concrete pad the width of the garage and extending out twenty feet from the garage and then either concrete, blacktop or good quality white rock from the concrete pad to the street line.

Amendment will be attached to current covenants as Exhibit A,  
dated this twenty-first day of July, 2009.

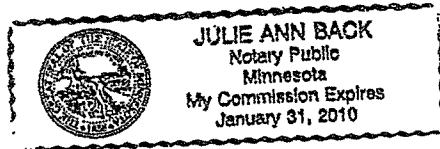






STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF MOWER )

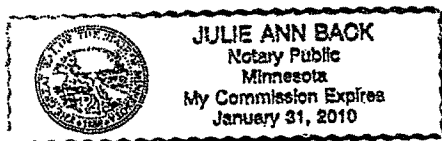
The foregoing instrument was acknowledged before me this 5 day of Nov., 2009, by Michael Champion.



Julie A Back  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF MOWER )

The foregoing instrument was acknowledged before me this 25 day of November, 2009, by Linda Champion.



Julie A Back  
Notary Public

STATE OF MINNESOTA )  
 Fillmore ) ss.  
~~COUNTY OF MOWER~~ )

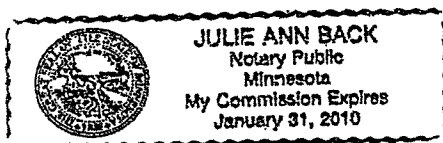
The foregoing instrument was acknowledged before me this 19 day of Nov., 2009, by Taran Jack.



Patricia McGill  
Notary Public

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF MOWER )

The foregoing instrument was acknowledged before me this 22 day of October, 2009, by Kristina Kuehn-Jack.



Julie A Back  
Notary Public