

DECLARATION OF COVENANTS

BKS of Preston, LLC, a Minnesota limited liability company (the "Declarant"), being the owner of the following described property ("Property"):

Lots 1 through 16 of the Doherty Addition to the City of Preston, Minnesota.

(Pending final approval of subdivision)

does hereby make, declare, and adopt the following covenants, restrictions, and limitations (the "Declaration") upon the uses of the Property in furtherance of the following purposes:

1. Provide consistency and continuity among the dwellings constructed within the subdivision for aesthetic purposes and to protect an owner's investment in their property by maintaining property values; and
2. Preserve sight lines to the west from Lots 1-6 and future development.

The restrictions and covenants are hereby declared to be covenants running with the land and shall be binding upon and inure to the benefit of any owners of any lot within the Property. They are to be recorded as plat restrictions and to be read in conjunction with and considered part of the restrictions recorded in the Plat Book and covering the subdivision.

It is hereby declared that irreparable harm will result to the undersigned and the beneficiaries of these restrictive covenants by reason of any violation of or default in the observance of these restrictive covenants and therefore each beneficiary (including all owners), shall be entitled to relief by way of injunction or specific performance to enforce the provisions of these restrictive covenants as well as any other relief available at law or at equity, plus money damages to compensate for any harm resulting prior to obtaining relief by injunction or specific performance.

The following restrictions are hereby created, declared, and established:

1. **Purpose of Property.** All 16 lots comprising the Property shall be used exclusively for single family, residential purposes.
2. **Height Restrictions.** Any structure constructed on Lots 7-16 of the Property shall not exceed one story in height so as not to obstruct the sight lines to the west from Lots 1-6 and future development.
3. **Garages.** All dwellings shall have attached garages for a minimum of two cars and not more than three cars. In the case of a three-car garage, one stall shall be offset from the other two stalls.

4. **Minimum Finished Living Area.** The living area on the ground level of each dwelling, exclusive of garages, screen porches, and open porches, shall contain not less than 1,250 sq ft of finished living area.
5. **Exterior Finishes.** The street side of all dwellings and garages shall have an exterior finish that includes a masonry product (i.e. brick or stone) on the first four feet above grade level. Any secondary or accessory structures shall have the same exterior finishes as the dwelling, but are not required to have a masonry product on the street side.
6. **Roof Lines.** All roof pitches shall be a minimum of 7/12. All dwellings shall have a varied roof line containing at least two different ridge lines.
7. **Fencing.** Chain link fencing may not be used in any manner that is visible from adjoining properties and the street.
8. **Dog Kennels.** Dog kennels shall be put to the rear of any dwellings and screened from adjoining properties and the street.
9. **Maintenance of Lots Prior to Construction.** All owners shall be responsible for maintaining on their lots, including the cutting of grass, weeds, and vegetation at all times, including prior to the construction of a dwelling. All lots shall be maintained to the standard set forth in the ordinance of the City of Preston.
10. **Maintenance During Construction.** During construction on any lot:
 - a. A dumpster shall be delivered to the site of sufficient size to handle all of the debris so there is never any overflowing.
 - b. No burning of construction material is permitted. Construction waste must be removed from the building site in a timely manner so as not to create an eyesore or present a hazard to adjacent lot owners.
 - c. A portable toilet shall be delivered to the site.
 - d. All weeds and vegetation shall be maintained.
11. **Completion of Construction.** Exterior construction of all dwellings shall be completed within six (6) months from the date construction is commenced.
12. **Duration of Covenants.** All of the foregoing covenants, conditions, reservations, restrictions shall continue to remain in full force and effect at all times and against the owner of any lot, regardless of how title was acquired, until January 1, 2031, on which date these covenants, conditions, reservations, and restrictions shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the then owners of the lots has been recorded with the Fillmore County Recorder, agreeing to change this Declaration in whole or in part. Each owner shall have only 1 vote per lot, unless the same owner owns multiple adjacent lots containing only one total dwelling, in

which case the owner of multiple adjacent lots containing only one total dwelling shall have a total of one vote.

IN WITNESS WHEREOF, the undersigned have executed this Declaration.

Date: _____

BKS OF PRESTON, LLC.

Robert Doherty, Member

STATE OF MINNESOTA
COUNTY OF FILLMORE, ss.

This instrument was acknowledged before me on _____, by Robert Doherty, a member of BKS of Preston, LLC, a Minnesota limited liability company.

Notary Public

(Notary Stamp)

This instrument was prepared by:
Dwight Luhmann
Attorney at Law
Luhmann Law, LLC
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