

Skyview Estates

4300 1/2 - 2136
Riley Bros. Plc
- 41 Box 228
Mason MN
att: Datta 5/2/02

FILED FOR RECORD THIS 9th
DAY OF September, 20 02
AT 3:05 O'CLOCK P. M.
AS DOCUMENT NO. 0169471

SIGNATURE Virginia Mahoney
VIRGINIA MAHONEY, COUNTY RECORDER
BY [Signature] DEPUTY

RESTRICTIVE COVENANTS

THIS DECLARATION is made this 9th day of September, 2002, by Riley Bros. Partnership, a Minnesota partnership (Developer); and Gary D. Domnick and Velma R. Domnick, Trustees under the Gary D. and Velma R. Domnick Living Trust dated April 27, 1998 (Domnicks).

PREAMBLE

WHEREAS, Developer caused to be platted a subdivision known as Riley's Skyview Estates in Stevens County, Minnesota; and

WHEREAS, Developer is the owner of the following lots within such subdivision:

Lots 1, 2, 4 and 5, Block 1; and Lots 1 and 2, Block 2 (Developer's Lots); and

WHEREAS, Domnicks are the owners of the following lot in such subdivision:

Lot 3, Block 1 (Domnicks' Lot); and

WHEREAS, Developer and Domnicks desire to restrict the use of Developer's Lots and Domnicks' Lot in accordance with the provisions set forth herein.

DECLARATION

NOW, THEREFORE, Developer and Domnicks hereby declare that Developer's Lots and Domnicks' Lot shall be held, transferred, sold, conveyed and occupied subject to the following limitations and restrictions, and do hereby specify that said limitations and restrictions shall constitute covenants to run with such lots and to be binding upon all parties having any right, title or interest in and to such lots or any part thereof, their successors and assigns:

1. Definitions.

- a. "Subdivision" shall be deemed to mean Riley's Skyview Estates, according to the duly recorded plat thereof on file and of record with the County Recorder for Stevens County, Minnesota.
- b. "Lot" or "Lots" shall be deemed to mean Lots 1 through 5, Block 1, and Lots 1 and 2, Block 2, Riley's Skyview Estates, according to the duly recorded plat thereof.
- c. "Development Period" shall be deemed to mean that period of time commencing with the date of these declarations and ending five years thereafter.

2. Restrictions Relating to Lots.

- a. All Lots shall be for residential use for single family dwellings only. No duplexes, townhouses, condominiums, apartment buildings, or other similar multi-family structures shall be constructed upon any Lot.
- b. Any dwelling constructed on any Lot shall have not less than 1,200 square feet of enclosed living space on the main floor.
- c. No Lot shall be used for commercial purposes of any kind. Notwithstanding the foregoing, an owner or occupant of any Lot may maintain his or her personal/professional library thereon, or keep his or her personal or professional records or accounts thereon, or handle his or her personal business by telephone or correspondence therein, provided that such use is incidental to the principal residential use and that such use does not involve externally observable business activity such as deliveries to the Lot or visitation by customers or employers.
- d. No sign of any kind shall be displayed to the public view on any Lot except:
 - (1) The Developer may erect and display no more than three professional signs of not more than 8' x 16' advertising Lots in the Subdivision for sale during the Development Period.
 - (2) Permanent signs identifying the entrances to the Subdivision may be erected by the Developer.

- (3) One sign of not more than 6 square feet in size advertising such Lot for sale may be placed upon such Lot.
- e. The exterior of any building erected upon a Lot must be completed within 12 months of the commencement of construction of said building. All front yards for Lots, that is that portion of the lawn of the Lot lying between the public street abutting said Lot, and the dwelling constructed thereon, shall be sodded or seeded within 60 days of substantial completion of the dwelling, unless the substantial completion occurs between October 1 and May 1 of any year, in which case such sodding or seeding shall be completed by the following September.
 - f. Any Lot upon which a dwelling is constructed shall also contain a minimum of a double garage and a maximum of a triple garage, which may be either attached to and be part of the dwelling, or detached therefrom.
 - g. No owner or occupant of a Lot shall allow a motor vehicle to remain on such Lot for a period of more than 15 days if such motor vehicle lacks vital component parts or is in inoperable condition, unless it is kept in an enclosed garage.
 - h. No Subdivision shall be made of any Lot. However, this restriction shall not apply to a Subdivision of a Lot, if all portions of the subdivided Lot are attached to and made a part of an adjoining Lot.
 - i. No trailer, mobile home, manufactured home, basement home, tent, shack, garage, barn, out-building or structure of a temporary nature shall be used upon any Lot at any time as a temporary or permanent residence.
 - j. Only one out-building per Lot shall be allowed, which out-building shall not be larger than 10' x 12', provided that during the Development Period, the Developer may, by written consent, authorize the construction or placement of an out-building in excess of 120 square feet.
 - k. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or any annoyance to the neighborhood.

- l. No animals, livestock or poultry of any kind shall be raised, kept or bred upon any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. All such pets shall be leashed, kenneled or otherwise appropriately controlled or housed when outside the dwelling on any Lot.
- m. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All refuse shall be kept in sanitary containers.
- n. All buildings or other structures constructed upon a Lot shall, except for windows and doors, be covered with vinyl, steel or wood siding, wood shingles, brick, cement, stone, or grooved v-jointed materials for walls. The roof of any dwelling or other building shall be of asbestos, wood, asphalt or fiberglass. Other building and roofing materials as approved by the Federal Housing Authority of the Housing and Urban Development Department of the United States of America from time to time shall also be acceptable.
- o. No prefabricated, pre-built, or used dwellings, garages, or other out-buildings shall be placed, constructed, erected or installed upon any Lot.
- p. All Lots upon which dwellings are constructed shall contain driveways or parking areas made of concrete or asphalt, which shall be installed and completed within 15 months of the date of the commencement of the construction of such dwelling.
- q. During the Development Period, no dwelling shall be constructed upon any of Developer's Lots until the plans for same have been approved in writing, by the Developer, as to be in compliance with the terms and conditions of these covenants and consistent with the character and nature of the Subdivision and adjoining areas. The Developer's approval must not be unreasonably withheld. The Developer shall have 30 days after receipt of the plans to respond to a written request for approval, and if the Developer fails to respond within said time period the plans shall be deemed to be approved.

3. Duration and Amendment. These covenants shall run with the Lots and shall be binding upon all parties hereto, their heirs, successors and assigns. These covenants shall be effective for 20 years from the date hereof, at which time said covenants shall

automatically be extended for successive periods of 20 years. By a vote of a majority of the owners of the Lots, each Lot having one vote, these covenants may be amended in whole or in part.

RILEY BROS. PARTNERSHIP

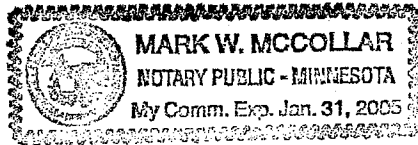
By *Joe Riley*
Its Partner

Gary D. Domnick
Gary D. Domnick, Trustees under the Gary
D. and Velma R. Domnick Living Trust

Velma R. Domnick
Velma R. Domnick, Trustees under the
Gary D. and Velma R. Domnick Living
Trust

STATE OF MINNESOTA)
) ss.
COUNTY OF Stevens)

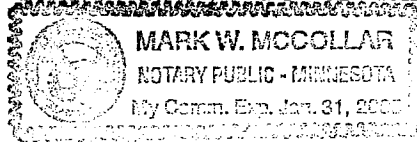
The foregoing was acknowledged before me this 9th day of Sept., 2002, by Joe Riley the Partner of Riley Bros. Partnership, a Minnesota partnership under the laws of the State of Minnesota, on behalf of the partnership.



Mark W. McCollar
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF Stevens)

On this 9th day of sept., 2002, before me personally appeared Gary D. Domnick and Velma R. Domnick, Trustees under the Gary D. and Velma R. Domnick Living Trust dated April 27, 1998, to me known to be the individuals who executed the above document and acknowledge that they did so of their own free act and deed.



Mark W. McCollar
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:
SWENSON LERVICK SYVERSON ANDERSON TROSVIG JACOBSON, P.A.
710 Broadway, P.O. Box 787
Alexandria, MN 56308
(320) 763-3141**