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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

RIVER BEND ESTATES

THIS DECLARATION is made this 13 day of October, 2017, by River Bend Development, LLC, a Minnesota limited liability company, fee owner of the following described land (hereinafter referred as "Declarant").

Lots One through Seventeen (1 - 17), Block One (1), (hereinafter referred to individually as "Lot" and collectively as "Lots"), Outlot "A", Outlot "B", Outlot "C", Outlot "D" and Outlot "E", (hereinafter the "Outlots"), all located in River Bend Estates, in the City of Oronoco, Olmsted County, Minnesota, (hereinafter the "Subdivision"), and

WHEREAS, Declarant wishes to impose upon and subjects said Subdivision, for the benefit of the present and future owners of the Lots, the following conditions, restrictions, reservations, and covenants which shall operate as restrictions passing with the conveyance of every Lot and shall apply to and bind every successor in interest.

NOW THEREFORE, Declarant hereby impose upon and subject all of the real property described in Article I hereof to the following conditions, restrictions, covenants, and reservations hereinafter set forth, which shall inure to the benefit of said real property (and each and every parcel thereof), and which shall apply to the benefit of and be binding upon the present and future owners of said real property.

ARTICLE I.

PROPERTY SUBJECT TO THIS DECLARATION

The following real property shall be subject to this Declaration: Lots One through Seventeen (1 - 17), Block One (1), Outlot "A", Outlot "B", Outlot "C", Outlot "D" and Outlot "E", all located in River Bend Estates, in the City of Oronoco, Olmsted County, Minnesota, according to the plat thereof on file and of record in the office of the County Recorder in and for said County.

ARTICLE II.

GENERAL PURPOSE

The general purpose of this Declaration is to ensure that the Subdivision will become and remain an attractive residential area and toward that end to preserve and maintain the natural beauty of the area; to ensure the best use and the most appropriate development and improvement of each building site; to protect the owners of building sites against such use of surrounding building sites as will detract from the value of their property; to guard against the erection of poorly designed or proportioned structures; to ensure the highest and best residential development of said property by harmonious use of material and color schemes; to encourage and secure the erection of attractive homes with appropriate locations of the building sites; to serve and maintain proper setbacks from roadways; and to ensure adequate free space between structures.

ARTICLE III.

LAND USE AND CONSTRUCTION

1. **Architectural Control Committee.** In the interest of promoting attractive design, it is preferred that an architect designs any residence, outbuilding, or garage. No residence or other structure shall be erected, maintained, or the exterior altered until the building plans, specifications, color, decoration, materials for construction, grading and erosion control plans, land clearing, landscaping and plot plan of the Lot with the proposed residence and appurtenant buildings shown thereon and grade thereof shall first have been presented to the Architectural Control Committee (hereinafter "ACC") for the Subdivision and approved in writing, with respect to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to neighboring buildings, topography, setbacks, finish grade elevations, driveways, culverts, planting and landscaping. Such approval shall not be arbitrarily withheld or delayed, and in the event that the ACC fails to approve and disapprove such design and location within forty-five (45) calendar days after submission in writing to the ACC, then this covenant shall be deemed to have been fully complied with.

The ACC shall be comprised solely of Declarant's members, officers, and/or other individuals that may be designated by Declarant in writing. Upon the completion of the construction of dwellings on Lots One through Seventeen (1- 17), Block One (1), River Bend Estates, in the City of Oronoco, Olmsted County, Minnesota, the ACC shall automatically terminate and dissolve and neither Declarant nor its member, officers or designees shall continue as members thereof. Thereafter, a majority of the then fee owners of all of the Lots located in River Bend Estates may create an ACC and elect or appoint the members thereof.

2. **Dwelling Quality.** The design, layout and exterior appearance of each residence shall be such that, in the opinion of the ACC at the time of the approving of the building plans, the residence will be of high quality and will have no substantial adverse effect upon the Subdivision.
3. **Access During Construction.** Each owner is legally responsible for the compliance with these covenants. During the construction, the ACC shall have the right of reasonable access to ensure compliance to the approved site plan, building plans, specifications, color, decoration, materials for construction, grading and erosion control plans, land clearing, landscaping and plot plan of the Lot with the proposed residence and appurtenant buildings, setbacks, finish grade elevations, driveways,

culverts, planting and landscaping. If the ACC determines that the owner has not complied with the provisions of its written submissions, the ACC reserves the right to complete the construction according to the approved submissions and place a lien against property for the costs of completion and the costs of enforcing these declarations.

4. **Land Use and Building Type.** No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single-family dwelling, not exceeding three stories plus basement in height, without prior approval of the ACC, and a private garage of not more than one thousand square feet, and other outbuildings incidental to residential use of the premises.
5. **Residence Minimum Size.** No single family dwelling shall be permitted on any Lot where the finished floor area of such structure, exclusive of garages, porches, decks, outbuildings or basements, shall be less than the following:
 - (a) One story dwelling: One thousand five hundred (1,500) square feet;
 - (b) Multi-story dwelling: Two thousand two hundred (2,200) square feet;

Split level, tri-level, and split entry dwellings are not allowed unless written approval is provided by the ACC. "Basement" is defined as unfinished area a majority of which unfinished area is below grade, and "unfinished area" is defined as having exposed structural members and roughed-in materials visible over greater than 60% of room surface area (sum of floor, ceiling and wall area).

6. **Roof Pitch.** Roof pitch must be a minimum of 6/12 on all roofs. The ACC may, in its sole discretion, approve a 4/12 pitch roof with some designs.
7. **Exterior Finishes.** All dwellings located on the Lots are required to have a significant amount of Hardie Board, stone, brick, LP Siding, or similar products on the front elevations.
8. **Trees.** Each Lot owner is required to plant 2 trees in the front yard that are minimum of 2.5" diameter when measured 12" from base.
9. **Moved Buildings.** No building of any kind shall be moved onto said real estate
10. **Setbacks.** No building or any part thereof shall be erected on any Lot within twenty-five (25) feet of the major front Lot line, nor nearer than six (6) feet, sum of sixteen (16) feet to any side Lot line, unless such location is, in the opinion of the ACC, consistent with the basic principles of good site interrelationship.

The rear setback shall be a minimum of fifty (50) feet for all Lots except those affected by any defined bluff line. All Lots affected by any defined bluff line shall have the structure setback a minimum of thirty (30) feet from to be defined top of bluff. The bluff line shall be defined and regulated in accordance with the most current adopted Zoning Ordinance of City of Oronoco.

In addition, in order to maintain the wooded character of the Subdivision, a Lot Owner shall be permitted to undertake sufficient clearing to allow access to the Lot Owner's home site, without excessive clearing. All such permitted clearing shall be subject to the approval of the ACC.

11. **Temporary Structures.** 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 temporary or permanent.
12. **Completion of Construction.** The exterior envelope of any structure under construction by any owner of any Lot shall be One Hundred percent (100%) complete within (12) twelve months from start of construction. This will include all sod, brickwork, staining, painting and landscaping. The ACC reserves the right to complete the exterior of any initiated dwelling construction after the expiration of the twelve months from start of construction and place a lien against said property for the resultant and incurred fees and expenses.
13. **Occupancy.** No dwelling may be occupied until the exterior of the residence is substantially finished and all construction debris is removed.
14. **Grading and Erosion Control Plans.** All improvements must be consistent with the Grading and Erosion Control Plan which is approved by the ACC and consistent with City of Oronoco and Olmsted County regulations.

ARTICLE IV.

REFUSE, NUISANCES, UTILITIES, WATER SUPPLY AND ANIMALS

1. **Garbage and Refuse Disposal.** No Lot or Outlot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from roadways and adjacent owners.
2. **Nuisances.** No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which may create unusually loud sounds or noises shall be suffered or permitted on any building site.
3. **Visual Nuisances.** No non-functioning automobiles, boats, or junk shall be parked or stored in visible sight of homes. All trash receptacles must be stored out of site from the road.
4. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet, short term, political campaign signs, or one sign of not more than seven (7) square feet advertising the property for sale or rent, or a sign used to advertise the property during construction and sales period. All signs shall be located at least ten feet back from the Lot or road right of way line. The foregoing notwithstanding, the Declarant may place a development marketing sign of 4'x8' near the entrance of the subdivision.
5. **Mail Box.** The Declarant will install a lockable cluster mail box to serve all Lots in the subdivision that will be in compliance with the USPS rules and regulations. The Declarant shall assign one mailbox within a cluster mailbox to each Lot. Upon and following installation of a cluster mailbox, the Lot Owner's served by the cluster mailbox, and/or River Bend Estates Homeowners Association, Inc., shall be responsible to undertake and pay the costs of any future maintenance, repair or replacement of the cluster mailbox.

- 6. Water Supply and Sewage Disposal.** Each Lot shall be provided with a connection point to a municipal water supply and a private shared wastewater treatment system. It is the responsibility of the owner to comply with the terms of the Declaration of Community Wastewater Treatment System for River Bend Estates dated _____, 2017 and recorded _____, 2017 as Document Number A-_____, and as amended. The City of Oronoco, Minnesota, may in the future serve the property with a municipal sanitary sewer system. Connection to the municipal sanitary sewer system is not required for 10 years after completion of River Bend Estates. After this period a connection is required if the City completes the extension of the sanitary sewer to the River Bend Estates property. After 10 or more years from the completion of River Bend Estates, the following shall be the responsibility of each Lot Owner in the event a municipal sanitary sewer system is extended to the River Bend property:
- a. Each Lot Owner will be subject to certain connection or availability charges for the public utility improvements for the benefit received from the municipal services.
 - b. The subdivision shall be allowed to operate with the Community Wastewater Treatment System until such time that the municipal services are available. Each Owner and its successors or assigns shall have one (1) year from the availability of the municipal services to make connection to the public sanitary sewer system.
- 7. Habitat.** The hunting or harassment of wildlife is prohibited on all lands associated with the Subdivision except that mice, gophers and moles may be humanely trapped. Trees and bushes on private and undeveloped properties may not be molested or moved.
- 8. Animals and Poultry.** No livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other pets may be kept provided that they are not kept, bred or maintained for commercial purposes, or allowed to annoy neighbors. Pets shall not be allowed to run off leash onto adjacent owners' property.
- 9. Fences and Walls.** No fences shall be allowed, but some decorative iron fences may be approved by the ACC. No privacy or chain link fences will be allowed. Underground pet fencing is allowed.

ARTICLE V.

OPEN SPACE, BLUFF LANDS, Etc.

- 1. Woodland Preservation.** It is the desire of River Bend Development, LLC that the wooded nature of the Subdivision be maintained to the greatest extent reasonably possible. Toward this end, any owner shall take into consideration the effect that the placement of a home or building might have on the wooded areas for the Lots. The final position of a home or building, and its relationship to the woods shall be subject to approval of the ACC.
- 2. Turf Management.** The majority of the subdivision drains toward the Zumbro River corridor, which is an environmentally sensitive area. The Turf Management Plan, as outlined in the River Bend Estates Storm Water Pollution Prevention Plan, as approved by the City of Oronoco, is hereby incorporated into these Protective Covenants for the Subdivision. The plan addresses proper fertilization, mowing, watering, and pesticide application procedures on lawns and gardens to minimize potential pollution. All Owners shall comply with the provisions of such Storm Water

Pollution Prevention Plan as currently exists or is hereafter created, amended or approved by the City of Oronoco or any other applicable authority.

3. **Agriculture Protection.** It is understood that the River Bend Estates lies in close proximity to active agriculture operations and it is expected that these operations shall continue for an indefinite period. Notice is hereby provided to all future Lot owners in this development that such uses may create unpleasant odors, dust, noise, and other similar annoyances.

ARTICLE VI.

VALIDITY AND CONTINUATION OF COVENANTS

1. **Continuation of Covenants.** These covenants and restrictions shall run with the land and be binding on all parties and persons claiming by or through or under them for thirty (30) years, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years; provided, however, that any time after completion of the construction of dwellings on all of the Lots, seventy-five percent (75%) of the then owners of Lots may modify or terminate them, in whole or in part, by execution and recording of an instrument in writing duly witnessed and acknowledged, but no such modification shall be effective to prohibit or restrain a then existing permitted use.

Notwithstanding the above any easements contained in this Declaration or in any other Declaration or document recorded by the Declarant shall be perpetual.

2. **Violation of Covenants.** If any party shall violate or attempt to violate any of the covenants or restrictions herein, the Declarant or any Lot Owner shall have the lawful right but not the obligation to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions.
3. **Invalidation of Covenant.** Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
4. **No Implied Waiver.** Failure of the Declarant or any Lot Owner to enforce this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII.

COMMON LAND

Outlot "A", Outlot "B", Outlot "C", Outlot "D" and Outlot "E", all located in River Bend Estates, in the City of Oronoco, Olmsted County, Minnesota, (hereinafter collectively referred to as the "Common Land") shall be deemed to be common area intended for the use and enjoyment of the Lot Owners. River Bend Estates Homeowners Association, Inc., (hereinafter "Association") has been formed by the Declarant for the purpose of owning and maintaining said Common Land. Said Common Land shall be used for water retention, drainage and drainfield purposes, among other things, for the benefit of all of the Owners of the Lots. Specifically, Outlot "A" and Outlot "D" shall or may be used for drainfield purposes pursuant to the Declaration of Community Wastewater Treatment System of even date herewith. In the event the community wastewater treatment system shall be abandoned by the Association the disposition of the fee ownership of said Outlot "A" and Outlot "D" shall be determined pursuant to the terms of said


Declaration of Community Wastewater Treatment System dated _____, 2017 and recorded _____, 2017 as Document Number A-_____. All Owners of the Lots shall be members and owners of said Association and, as such, will be subject to the terms and conditions of its Articles and Bylaws.

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Signature page follows.

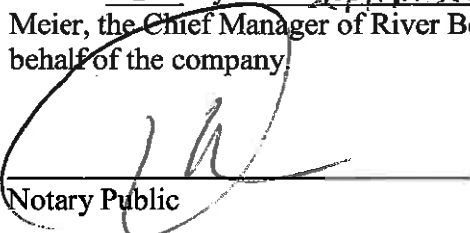
IN WITNESS WHEREOF, the undersigned have set their hands the day and year specified below.

RIVER BEND DEVELOPMENT, LLC
a Minnesota Limited liability company

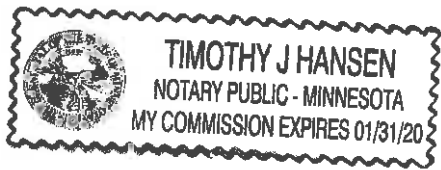
By: 
Paul Meier
Its: Chief Manager

STATE OF MINNESOTA)
) ss
COUNTY OF OLMSTED)

On this 25 day of September, 2017, before me a notary public personally appeared, Paul Meier, the Chief Manager of River Bend Development, LLC, a Minnesota limited liability company, on behalf of the company


Notary Public


This instrument was drafted by:
Hansen Title & Legal Services, LLC
2518 Superior Drive NW, Suite 100
Rochester, MN 55901
507-252-0123



CONSENT OF MORTGAGEE

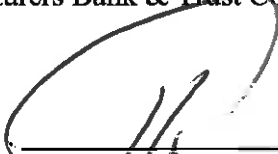
The undersigned, being the owner and holder of that certain Mortgage dated May 12, 2017 and recorded May 16, 2017 as Document Number A-1423839 and consents to this Declaration of Covenants, Conditions and Restrictions for River Bend Estates.

Manufacturer's Bank & Trust Company

By: 
Thomas Heepke
Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF OLMTED)

On this 9 day of October, 2017, before me, a notary public personally appeared, Thomas Heepke, the President of Manufacturers Bank & Trust Company, on behalf of the company.


Notary Public

