

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BOELTER ESTATES**

THIS DECLARATION, made this 17th day of August, 2023, by JayRey, LLC, a Minnesota limited liability company, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the fee owner of the real property situated in the County of Olmsted, State of Minnesota, legally described on Exhibit "A" attached hereto and made a part hereof by reference herein; and

WHEREAS, Declarant desires to impose upon the lots described in said Exhibit "A" the following terms, conditions, reservations, and covenants for the benefit of said property and its present and future owners.

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

**ARTICLE I
DEFINITIONS**

For the purpose of this Declaration, the following terms shall have the following meanings, to-wit:

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

"Lot" shall mean and refer to any portion of land in the Properties upon which a Living Unit is situated.

"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 Properties, including contract sellers and vendees, but excluding those having such interest merely as security of the performance of an obligation, and excluding those having a lien upon the property by provision or operation of law.

"Properties" shall mean and refer to the real property as described in Exhibit "A" hereto attached and made a part hereof by reference herein.

ARTICLE II USE RESTRICTIONS

Section 1: Residential Use. No Lot shall be used except for single-family residential purposes.

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.

Section 3: Dwelling Size. No Living Unit or residence building shall be constructed on any of the Lots of said subdivision containing less than a minimum 1,500 square feet or furnished livable area on the first floor or main floor of a split foyer or multi-level building, including the foyer or a two-story building which shall have at least 1,100 square feet on the first floor of a two-story building or 1,400 square feet for a rambler or single-story building, all excluding the garage. All basement areas shall be excluded from the computation of the requisite square feet of livable area. Living unit or residence building must have a minimum 8' sidewalls.

Section 4: Garages. All garages erected or constructed on said Lots shall be at least a two-stall attached or tuck-under garage.

Section 5: Erection of Garages or Basements and Use of Such Structures. No garages or basements shall be erected upon any of the 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: Trailer Homes. No trailer home units shall be moved onto said Lots.

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

Section 8: Outbuildings. Outbuilding are allowed as long as they are architecturally similar to the home and are approved by the Architectural Control Authority.

Section 9: Recreational Vehicles and Unlicensed Motor Vehicles. No commercial, recreation, trailers, or unlicensed vehicles, including motor homes, boats, snowmobiles, etc., shall be stored or parked on any Lot, except while in transit, not to exceed forty-eight (48) consecutive hours in any given week, or while loading or unloading on the Properties or in the street adjoining the Properties, or except stored or parked inside the private garage.

Section 10: Hazardous Activities Prohibited. No Owner shall engage in or permit any activities on the Owner's lot, or maintain or permit any conditions in the Owner's Living Unit which would be considered extra-hazardous by casualty insurance companies or would adversely effect the insurability of the Living Unit or the Living Units of any Lot Owner.

Section 11: No Noxious Activity. No noxious or offensive activities shall be carried on in any dwelling or Lot, nor shall anything be done thereon which may be or become any 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 a structure on the Properties. No pigeons may be kept or raised on any Lot.

Section 13: Garbage and Refuse Removal. No Lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. Lots shall be kept free of debris at all times, regardless of whether said Lot is improved or unimproved. Trash, garbage, or other waste waiting for disposal shall be placed or maintained on said Lot so as not to be exposed to the view of or become a nuisance to either the public or adjoining Lot Owner.

Section 14: Sodded Yards. All front, side yards, and 50 feet of rear yard as measured directly from the back of the house must be fully and completely sodded or seeded, or shall contain erosion controlled vegetation, which is approved by the Architectural Control Authority.

Section 15: Siding. Siding shall be of appropriate material for the house style. Bright and obtrusive colors shall be prohibited. Architectural accents on the front of the house or attractive trim work is required.

Section 16: Roof. The desired standard for roof pitch shall be a minimum of 6/12.

Section 17: Fences. Any fence built on a Lot shall be constructed of cedar wood, chainlink green clad, fiberglass or quality materials to be located in the rear yard only, subject to approval by the Architectural Control Authority .

Section 18 Antennae. There shall be no free-standing antennae and any antennae attached to a roof shall not be more than 5 feet high above the highest point of the roof, unless otherwise approved by the Architectural Control Authority .

Section 19: Satellite Dish. Placement of satellite dishes shall be in rear yards only and

must be approved by the Architectural Control Authority .

Section 20: Signs. No signs of any kind shall be displayed to the public except one professional sign of not more than 1 square foot, and one sign of not more than 6 square feet advertising the property for sale. In addition, builder's signs may be displayed during the construction phase and permanent signs for the development may be erected at the entrances.

Section 21: Animals. No animals, poultry, ducks, pigeons or geese shall be housed on the property, except each Owner may house and maintain dogs and cats on the Lot, but no raising of dogs or cats for sale. In the event any owner owns and maintains a dog on said Properties, said Owner shall not be permitted to let the dog run at large, and said animals when outside of a structure shall be on a chain or leash and noise caused by pets kept to a minimum. When any such dog or dogs are exercised outside of the Properties of the Owner, the person in control of said dog or dogs shall carry with him/her tools and materials to retrieve all deposits of dog waste dropped by the dog, and shall retrieve and dispose of same at the Property of the Owner.

Section 22: Minnesota Building Code. All structures to be built on any lot must comply with current Minnesota Housing Code.

ARTICLE III ARCHITECTURAL CONTROL

Section 1: Architectural Control Authority. The Architectural Control Authority shall be the Declarant or such other persons as may be appointed in writing by said Declarant. The Architectural Control Authority shall remain in existence until such time as Living Units are constructed on all of the Properties; or the Declarant or his assigns terminates the Architectural Control Authority by written action and has not assigned the Architectural Control Authority to any other person or group, whichever event occurs first.

Section 2: Duties. Prior to construction of a Living Unit on any Lot within the Properties, the Architectural Control Authority shall be provided by the Lot Owner with a site plan showing location of the proposed building on the Lot and its dimensions. The Lot Owner shall also provide the Architectural Control Authority with plans and drawings depicting the exterior of the building together with a description of the materials to be used on the exterior of the building and the names of the general contractor and excavator to be used for construction. No building may be approved by the Architectural Control Authority which does not conform to the restrictions and requirements contained in Article II of this Protective Covenant. In addition, the Architectural Control Authority may reject any site plan or proposed building, which, in its sole discretion, would detract from the character, aesthetics or quality of the entire development, notwithstanding that such structure might otherwise be in conformity with the Building and Zoning Codes and Ordinances.

Section 3: Approval. Upon receipt of the Plans, Specifications, and information as provided in Section 2 above by the Architectural Control Authority, the Architectural Control

Authority shall have 21 days from the date of receipt to accept or reject the proposed building plans. All rejections and/or acceptances must be in writing, except in the event that the Plans are not rejected or accepted within said 21 days in writing, the Plans shall be deemed rejected.

ARTICLE IV STORM WATER RETENSION

DECLARANT shall construct, a permanent, private on-site storm water rate control, and storm water quality facilities (hereinafter referred to as the "Private Facilities") in the area designated on Lots 4 and 5, Block 1, of Boelter Estates, Olmsted County, Minnesota, as "Drainage Easement."

The Private Facilities are not all immediately adjacent to a public right-of-way. Through execution of this Agreement, DECLARANT assigns to the Township access rights for the Township or its agent to access, inspect, and maintain the Private Facilities, in the event the DECLARANT, its heirs, successors, or assigns, fail to uphold the terms of this Agreement.

The following maintenance related obligations are applicable to the Private Facilities and Access to the Private Facilities:

a. DECLARANT shall be responsible for constructing the Facilities while the Facilities are owned by DECLARANT for the project and protect and maintain the Facilities while the Facilities are owned by DECLARANT.

b. Upon sale of the lots, maintenance shall automatically be deemed assigned to the individual lot owners. Such individual lot owners, and their respective successors and assigns, in perpetuity, are hereinafter referred to as an "Owner", or in plural, as "Owners." The Individual Lot owners responsible for maintenance of storm water facilities are: Lots 4 and 5, Block 1, of Boelter Estates, Olmsted County, Minnesota.

c. The Private Facilities shall be maintained by the respective Owners to be fully functional pursuant to the approved design for the Private Facilities.

2. All maintenance obligations under this DECLARATION shall be that of the Owners of lots upon which the Private Facilities lie. In the event, if required maintenance of the Private Facilities, as determined by the Township pursuant to this DECLARATION, is not performed as required by this DECLARATION, the Township (and/or its agent) shall provide written notice of the non-compliance to the Owners. If the non-compliance is not addressed within 30 days after receipt of said notice, the Township is authorized, at its discretion, to access the Property and perform maintenance to the Private Facilities. All associated costs will be invoiced to the Owners. In the event an Owner or

Owners become delinquent in payment of their obligations for maintenance performed by the Township or its agent, the Township is authorized to certify the unpaid charges with the Olmsted County Auditor for collections with the property taxes.

3. DECLARANT, on its own behalf, and on behalf of its successors and assigns, including future Owners, hereby waives its right to notice of and a hearing prior to certification of the obligations under the terms of this DECLARATION, and further waives all rights to contest or file an appeal of the charges or certification thereof in a court of law.

4. The rights, obligations, and benefits of this DECLARATION shall be deemed to be covenants binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

Declarant reserves the right to construct additional private drainage facilities, the maintenance of which would be the equal responsibility of all of the Owners of the Lots, and any additional residential Lots which the Declarant identifies in the future. The approximate location of this future drainage facility shall be located within the east 400.00 feet of the South 300.00 of the Northeast Quarter of Section 34, Township 108, Range 14, Olmsted County, Minnesota. Declarant further reserves the right to convey the future easement area to an entity, the ownership of which would lie with the lot owners responsible for its maintenance.

ARTICLE V

EASEMENT FOR MAINTENANCE OF MONUMENT

The Declarant hereby grants and easement for the location and maintenance of a monument sign, identifying the subdivision. The easement shall be located in the south 60 feet of Lot 1, Block 1, Boelter Estates, Olmsted County, Minnesota. The easement shall be for the benefit of all of the owners of Boelter Estates, and future phases. Declarant shall have the right to erect and maintain monument signs identifying the subdivision and related decorative improvements in the easement area. Those parts of the Property on which monument signs or related decorative improvements are located shall be subject to appurtenant, exclusive easements in favor of the owners of the Properties for the continuing use, maintenance, repair and replacement of said signs and improvements. In exercising its rights under said easements, the Owners shall take reasonable care to avoid damaging the improvements to the Property. The cost of maintaining the monument and related improvements shall be shared equally by the Owners of the Lots.

ARTICLE VI

GENERAL PROVISIONS

Section 1: Enforcement. The Declarant or any other future Owners of a Lot

shall have the right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, either to restrain violation of or recover of damages, or both, and the prevailing party shall be awarded reasonable attorney's fees and court costs in connection therewith.

Section 2: Amendments. The above conditions, restrictions, reservations, and covenants shall run with the land and be binding upon all parties and persons claiming by, through, and under them, for a period of 15 years and said covenants shall be automatically extended for a period of 10 years if not revoked by all the Owners provided, however, that at any time during the initial term above stated, the Declarant may amend Article II, Use Restrictions, as long as Declarant owns fifty one percent (51%) of the Lots in the Properties, except. Declarant may not modify or amend the restriction in Article II, Section 1 and Section 2, and further provided, that at any time during the extended term above stated, a 2/3 majority of the recorded 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 modification or amendment shall be effective to prohibit a then existing use.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

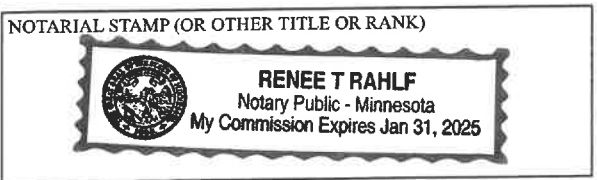
JayRey, LLC,
a Minnesota limited liability company

James Burke
 By: James Burke
 Its: Chief Manager

Randy Reynolds
 By: Randy Reynolds
 Its: Manager

STATE OF MINNESOTA)
)ss
 COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 17th day of AUGUST, 2023 by James Burke and Randy Reynolds, the Chief Manager and Manager of JayRey, LLC, a Minnesota limited liability company, of behalf of the Company, Grantor.



Renee Rahlf
 Signature of Person Taking Acknowledgment

THIS INSTRUMENT WAS DRAFTED BY: OHLY LAW OFFICE, LTD
 1850 NORTH BROADWAY, ROCHESTER, MINNESOTA 55906

Exhibit A
Legal Description

**Lots 1, 2, 3, 4, 5 and 6, Block 1, and Lots 1, 2, 3, 4, 5 and 6, Block 2, Boelter
Estates, Olmsted County, Minnesota**