

The Oaks Covenants were created when Oaks III of Apple Valley community was developed in 1985. Since an Association was not created these covenants are not binding, but we encourage residents to follow the spirit in which they were created.

DECLARATION OF RESTRICTIVE COVENANTS

THE OAKS OF APPLE VALLEY III

THIS DECLARATION, made this _____ day of March, 1986, by Oak Ridge Associates III, a Minnesota partnership (hereinafter referred to as "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real estate located in the County of Dakota, State of Minnesota, and legally described as follows:

Blocks 1, 2, 3, 4, The Oaks of Apple Valley III, according to the plat thereof now on file in the office of the County Recorder for Dakota County, Minnesota.

(hereinafter referred to as the "Premises");

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

1. Land Use and Building Type. No lot shall be used* except for residential purposes. † No building shall be erected, altered, placed, or permitted to remain on any lot other than (i) one detached, single-family dwelling; and (ii) a private garage, either attached or detached; provided, however, that

any purchaser of a lot from the Declarant who erects a dwelling thereon may use such dwelling as a model for a period not exceeding twelve (12) months from the date of completion of such dwelling!

For purposes of this Declaration, the term "lot" shall mean any lot within Blocks 1, 2, 3, and 4, as shown on the recorded plat of The Oaks of Apple Valley III.

2. Minimum Size of Dwelling. No dwelling shall be erected, altered, placed, or permitted to remain on any lot unless such dwelling meets the following square-foot area requirement, exclusive of the area, if any, included within garages and open porches.

(a) Two Story¹-ground floor area of not less than 1,200 square feet with a minimum of 2,400 square feet¹

(b) One Story (rambler)-ground floor area of not less than 1,800 square feet¹

(c) Split Level or Split Entry-the area immediately adjacent to and under cover of the roof shall be not less than 2,000 square feet¹

(d) One and One-half Story-a minimum of 2,200 square feet¹.

3. No Temporary Structures. No trailer, basement, tent, shack, garage, or any other structure of a temporary character shall be used on any lot at any time as a temporary or permanent residence.

4. Building Location. No building shall be located on any lot nearer to a front lot line, a rear lot line, an interior side lot line, or nearer to a side street right-of-way, in any, than the applicable city ordinance, as related to this subject plat, shall allow.

For purposes of the covenants and restrictions set forth in this paragraph 4, eaves, steps, fireplaces, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any eave, step, fireplace, or open porch on a lot to encroach upon another lot.

5. Easements for Utilities and Drainage. Utility and drainage easements are reserved as shown on the recorded plat of The Oaks of Apple Valley III. Within such easements no building, structure, planting, fill, or other material shall be placed on, or permitted to remain, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or impede the flow of water over the drainage easements. Such easements shall be maintained continuously by the owner of the lot which is subject to said easements except that such owner shall not be responsible for those improvements for which a public authority or utility company has assumed responsibility.

6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which

is or may become an annoyance or nuisance to any owner of any lot.

7. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. This restriction shall not apply to permanent entrance monuments which may be approved by the City of Apple Valley and erected by the Declarant.

8. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Dog kennels are prohibited.

9. Garbage and Refuse Disposal. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition, and screened from public view.

10. Radio or Television Antennae, Etc. No radio or television broadcasting or receiving antenna or other similar apparatus shall extend more than six (6) feet above the roof of the dwelling located on the lot on which said antenna or similar apparatus is located.

11. Recreational Equipment. Recreational equipment is defined, for the purposes of this Declaration, as travel trailers, pickup campers or coaches, vans, motorized dwellings,

tents, trailers, fish houses, and boats and trailers, all of which must be less than seven (7) feet in height above the ground. Except for garages, such recreational equipment may be parked only on a side or rear yard, except when such yard is adjacent to a street. No recreational equipment shall be used on a lot for living, sleeping, or housekeeping purposes. No such equipment shall be parked as permitted herein unless it is in condition for safe and effective performance for the function for which it is intended. Recreational equipment which is parked on a lot for a cumulative period of thirty (30) days or more in any calendar year will be treated for purposes of this Declaration as being stored. No recreational equipment may be stored on a lot unless it is fenced in a permitted parking area. The fence shall be a minimum height of six (6) feet and also subject to the provisions of paragraph 12b.

12. Architectural Control Committee.

a. There is hereby created an Architectural Control Committee ("Committee") which shall initially be composed of the following:

<u>Name</u>	<u>Address</u>
Terrance G. Maurer	1631 East 79th Street Bloomington, Minnesota 55420
Lyle V. Nash.	1631 East 79th Street Bloomington, Minnesota 55420
George C. Maurer	1631 East 79th Street Bloomington, Minnesota 55420

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. At any time after ninety percent (90%) of the lots affected by this Declaration have been sold by the Declarant or its successors and assigns, to owners who reside in dwellings constructed on said lots, then such owners of a majority of all of the lots affected by this Declaration shall have the power to change the membership of the Committee, eliminate the Committee, or modify its powers and duties. Such action shall be effective only when evidenced by an instrument which has been executed by such owners of a majority of the lots and recorded in the office of the County Recorder, Dakota County, Minnesota.

b. No building, fence, or wall shall be erected, placed, or altered on any lot until the plans and specifications and a plan showing the location of the structure, elevations, and finished grade levels have been approved as provided in subparagraph c below by the Committee as to:

- (i) Quality and type of workmanship and materials;
- (ii) External design and harmony with any existing structure; and

(iii) Location with respect to topography and finish grade elevation.

Accompanying such documentation shall be the name and address of the party to whom approval or disapproval is to be mailed.

Approval or disapproval will be effective on the date of postmark when mailed by first class mail, postage prepaid, and addressed to the named party. Plans and specifications and site plans shall be deemed to have been received by the Committee when one or more of the Committee members or its designated representative acknowledges receipt of such documents in writing.

c. The Committee's approval or disapproval shall be in writing. In the event the Committee fails to approve or disapprove the plans and specifications and site plans within thirty (30) days after the same have been submitted to it, or in any event, if no suit to enjoin the subject construction has been commenced prior to the completion thereof, approval will not be required and the restrictions, covenants, and conditions set forth in this document shall be deemed to have been complied with.

13. Term. These covenants, restrictions, and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants, restrictions, and conditions are recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots

has been recorded, agreeing to change the same in whole or in part.

14. Enforcement. Enforcement shall be by proceedings at law or in equity either to restrain violation or to remove damages against any person or persons violating or attempting to violate any covenant, restriction, or condition.

15. Severability. Invalidation of any one of these covenants, restrictions, or conditions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Oak Ridge Associates III has caused this Declaration to be executed the day and year first above written.

OAK RIDGE ASSOCIATES III, a
general partnership

By FARMINGTON DEVELOPMENT, INC.,
a partner

By Terrance G. Maurer
Terrance G. Maurer,
Its Secretary-Treasurer

By TCF DEVELOPMENT CORPORATION,
a partner

By L. V. Nash
L.V. Nash,
Its Vice President

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged
before me this _____ day of _____, 1986,
by Terrance G. Maurer, the Secretary-Treasurer of
Farmington Development, Inc., a Minnesota corporation,
on behalf of the corporation, as partner of Oak Ridge
Associates III.

Notary Public

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged
before me this _____ day of _____, 1986,
by L.V. Nash, a Vice President of TCF Development
Corporation, a Minnesota corporation, on behalf of
the corporation, as partner of Oak Ridge Associates III.

Notary Public

This instrument was drafted by:
OAK RIDGE ASSOCIATES III
1631 East 79th Street
Bloomington, MN. 55420