

**SECOND RESTATEMENT OF NOTICE OF RESTRICTIONS
SHARON PRAIRIE ESTATES, LE SUEUR COUNTY, MINNESOTA
NOTICE OF RESTRICTIONS**

WHEREAS, Sharon Prairie, LLC, a Minnesota limited liability company (hereinafter referred to as "Developer") has previously recorded Sharon Prairie Estates, Le Sueur County, Minnesota Notice of Restrictions in the Le Sueur County Recorder's Office as Document No. 329112, and,

WHEREAS, A Restatement of Notice of Restrictions Sharon Prairie Estates, Le Sueur County, Minnesota Notice of Restrictions was filed with the Le Sueur County Recorder's Office as Document No. 336886, and,

WHEREAS, Developer wishes to file a Second Restatement of Notice of Restrictions Sharon Prairie Estates, Le Sueur County, Minnesota Notice of Restrictions, so that this Second Restatement supersedes and replaces the provisions set forth in the Restatement of Notice of Restrictions Sharon Prairie Estates, Le Sueur County, Minnesota Notice of Restrictions recorded as Document No. 336886.

NOW THEREFORE, Developer does hereby give notice to all purchasers and their heirs, personal representatives, administrators, successors and assigns, of such lots described in Exhibit "A" which constitutes the plat of Sharon Prairie Estates, Le Sueur County, Minnesota, and to whomever it may concern that all of such properties, and each and every lot set forth on Exhibit "A" shall be subject to the following Restrictions:

PART A. RESIDENTIAL AREA COVENANTS

The purpose of the following standards is to provide a means for the construction of a Planned Community for the design and construction of each building and improvement shall be compatible with neighboring buildings and improvements that will not interfere with the use of or detract from the value of the other buildings and improvements within the Subdivision.

A-1 LAND USE AND BUILDING TYPE. The lots described on Exhibit "A" shall be used only for single family residential purposes. All buildings must be of new construction and built on site. Only floor joists and roof trusses may be assembled off site. No structure of a temporary character or trailer, motor home, manufactured home as defined in M.S.A. 327.31, basement home, dome home, earth home, garage, tent, shack, teepee, barn or other building shall be used on any lot at any time as a residence, whether temporary or permanent.

A-2 CONSTRUCTION MATERIALS AND WORKMANSHIP. The construction materials and workmanship must be of high quality. Materials to be utilized on the exterior facade of a building are:

- a. Exterior Siding/Wall Covering: all building exteriors shall be of brick, stone, steel or other material approved by the Architectural Control Committee.
- b. Exterior Soffit and Fascia: All soffit and fascia materials shall be of aluminum or steel.
- c. Shingles: Shingles used on such buildings shall be a 30-year minimum warranty shingle or better.

A-3 ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the building have been approved by the Architectural Control Committee as to quality of workmanship and materials, external design, location with respect to topography, finished grade elevation, and such other standards and specifications as the Architectural Control Committee may, from time to time, adopt. The decision of the Architectural Control Committee shall be final.

- a. At least 30 days before construction is commenced, the owner shall submit to the Architectural Control Committee, two complete sets of plans and specifications, including without limitation full site plans and a complete description of exterior colors and materials of the building, if any, along with the name of the builder or contractor who will actually perform the proposed work. Staking showing the location of any improvement on the lot must take place prior to construction and approved by the Architectural Control Committee before any excavation is commenced.
- b. Within 30-days of receipt of such plans and specifications and the name of the builder or contractor, the Architectural Control Committee shall approve or disapprove the same in writing.

- c. If construction of a building, fence or other improvement is commenced without the Architectural Control Committee approving the plans and specifications for such improvements or if construction of a building, fence or other improvement is completed contrary to the Architectural Control Committee's approved plans and specifications, the Committee or any owner may bring an action to enjoin the construction and to compel the non-conforming improvement to be razed or modified at the expense of the owner.
- d. The Architectural Control Committee shall retain for a reasonable period of time, all plans and specifications submitted to it and a record of all actions taken with regard to the Committee's actions.
- e. Declarant shall, in its sole discretion, have the right to appoint initial members to the Architectural Control Committee and thereafter members of the Architectural Control Committee shall be appointed or re-appointed by the Sharon Prairie Estates Homeowner's Association.

A-4 BUILDING AND USE RESTRICTIONS.

- a. There shall be no subdividing of any lot.
- b. Buildings shall not exceed 35-feet in height as measured from grade. In the event that the building includes a walk-out basement to the rear, the basement level shall not be counted in determining the 35 foot height maximum.
- c. If a building placed on a lot has one story, excluding any walk-out basement, the first floor area shall be at least 1,600 finished square feet. If the building has two stories, excluding any walk-out basement, the first floor finished area shall be at least 1,200 square feet and a total finished area of the first and second floors shall be at least 2,000 square feet.
- d. A minimum roof pitch of 6/12 is required unless otherwise approved by the Architectural Control Committee.
- e. Each building shall include a garage with space for at least two cars. No lot shall have a building or buildings providing spaces for in excess of seven cars.
- f. The minimum front set back of a building shall be 100 feet and the minimum side-yard set back shall be 40 feet from the lot line.

A-5. ANIMALS AND FARMING PRACTICES.

- a. All residents of the subdivision must refrain from commencing any administrative or legal proceedings against persons conducting farming operations in the area as a result of farming practices creating noise, dust and/or odors that are otherwise permitted by law.
- b. No animals, livestock or poultry of any kind shall be raised, kept or boarded on any lot except that dogs, cats and other household pets may be kept, provided they are not kept or maintained for any commercial purpose.
- c. Pets shall be at all times reasonably secured and controlled so as not to be a nuisance to other lot owners within the subdivision. All kennels and/or runs shall be in the rear of the building, be screened and constructed with Architectural Control Committee approval.

A-6 TELECOMMUNICATIONS AND SATELLITE DISHES.

- a. No satellite dishes or antennas shall be permitted to be placed in or on the front of a building and shall be screened from site.
- b. No antenna towers shall be constructed on any lot within the subdivision.
- c. All electrical service lines, cable television and telephone lines leading to any structure within the subdivision shall be buried.

A-7 SIGNS AND BUSINESSES.

- a. No advertisement signs, except for property sales signs, shall be displayed on any lot within the subdivision.
- b. No store, shop or for profit or non-profit commercial enterprise shall be conducted without the written approval of the Sharon Prairie Estates Homeowners Association on any lot within the subdivision.

A-8 NUISANCES.

- a. Noxious, illegal or offensive activity shall not be carried on upon any lot within the subdivision, nor shall anything be done thereon which may become an annoyance or nuisance to any resident in the subdivision.
- b. All structures on any lot within the subdivision must be maintained in a neat

condition appropriate to the character of the neighborhood at all times. No rubbish, trash or garbage shall be allowed to accumulate upon, or be burned or be buried within any lot in the subdivision. Sanitation garbage bins must be screened or kept inside a structure except on garbage collection day.

- c. No resident of any building or other person shall use any area within the subdivision, including garages and outbuildings to repair motor vehicles, boats or recreational vehicles unless such vehicle is their personal vehicle and repairs are preformed within the garage or outbuilding.
- d. No discharge of firearms of any sort shall be permitted on the premises.

A-9 YARD.

- a. The owner of each lot shall keep the yard area mowed and free of all debris. The owner shall mow road ditches adjoining their respective lots within the subdivision.
- b. Clearing of wooded areas must be approved by the Architectural Control Committee and shall be restricted to downfallen, dead or diseased trees and vegetation.
- c. Within one year after completion of construction of a building on a lot within the subdivision, the owner shall fully seed, sod and landscape the lot.
- d. All gardens shall be of a reasonable size, planted, weeded and maintained behind or on the side of the principal building on the lot.
- e. No change in the grading of any lot within the subdivision shall be permitted. Under no circumstances shall fill or other material be removed from a lot except as may be reasonably necessary to construct a building or other improvement to the lot.

A-10 DRIVEWAY.

- a. The necessary size and specifications of driveway culverts shall be determined by Le Sueur County, Minnesota. All culverts must have aprons. Ditch grade must not be altered.
- b. Only one driveway entrance shall be allowed per lot within the subdivision and shall only access internal roads of the subdivision.

A-11 MAILBOXES. All mailboxes will be provided by the Sharon Prairie Estates

Homeowners Association.

A-12 TIME TABLE.

- a. Once excavation for the principal residence has commenced, construction of such building, including exterior siding, decks and patios must be fully completed within one year.
- b. Within six months after excavation for an outbuilding has begun, the construction of such outbuilding must be fully completed.

A-13 STORAGE.

- a. Outside storage of motor vehicles, trailers, campers, boats, snowmobiles, recreational vehicles, equipment and refuse shall be governed by the Sharon Prairie Estates Homeowners Association.
- b. No semi-truck or semi-truck trailer shall be parked in the subdivision at any time.

A-14 FENCES.

- a. All fences must be architecturally compatible with the building and approved by the Architectural Control Committee. All fences shall be maintained and kept in good repair.
- b. Privacy fences must be confined to rear and side yards and not exceed 6 feet in height. Chain link fences are prohibited, except chain link fences surrounding dog kennels.
- c. No fences shall be placed on utility easements as set forth on the plat of the subdivision.

A-15 LIGHTS. No exterior lighting shall be permitted that constitutes a nuisance to other lot owners within the subdivision. Any exterior lights used during night-time hours must be downcast. No lighting shall be permitted to shine brightly onto or into any adjoining lot within the subdivision.

PART B. GENERAL PROVISIONS

B-1. ENFORCEMENT. Any owner shall have the right to enforce by any proceeding at law or in equity, all Restrictions, conditions, covenants and reservations now or hereafter imposed by the provisions of these Restrictions. Failure by Declarant or the

owners of lots within the subdivision to enforce any covenant, restriction or condition contained in these Restrictions shall in no way be deemed a waiver of the right to do so thereafter. The Sharon Prairie Estates Homeowner's Association shall assist in enforcing these Restrictions.

B-2. SEVERABILITY. Invalidity of any of the terms and conditions of these Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

B-3 GENERAL TERMS.

- a. These Restrictions shall run with the land and shall inure to and be binding upon each lot owner and be enforceable by Declarant and/or any owner of a lot within the subdivision, their respective legal representative, successors and assigns, for a term of 30 years. Provided, however, that after such 30 year period these Restrictions shall automatically be renewed for 10 year periods unless the Sharon Prairie Estates Homeowner's Association terminates these Restrictions by written document filed with the County Recorder's Officer, Le Sueur County, Minnesota at the end of such 30-year period or at the end of the 10-year extension of such 30-year period.
- b. No party may do any act contrary to the Restrictions contained herein unless they first obtain the permission, in writing, of all persons owning any right, title, estate, lien or interest in any property in the subdivision.

B-4 AMENDMENT. These Restrictions may be amended by an instrument in writing signed by sixty-six percent (66%) of the owners of lots within the subdivision. In the event that these Restrictions are amended, such Amendment must be recorded to be effective. During any period when the Declarant owns more than 25% of lots within the subdivision, Declarant may unilaterally amend these Restrictions, provided, that the Amendment so made does not change the rights granted to owners of lots within the subdivision.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this ____ day of _____, 2006, and these Restrictions to be filed in the office of the County Recorder, Le Sueur County, Minnesota.

SHARON PRAIRIE, LLC

By: _____
Its Chief Manager

