

**Certificate of Amended Restrictions, Reservations, and Covenants**

**Keilley Shores First Addition**

**This certificate is made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by Keith M. Bunkowske and Shelley R. Bunkowske, a.k.a. Keilley Farm, owners and developers of Keilley Shores First Addition, Vergas, Minnesota.**

**Whereas, owners have recorded a subdivision plat known as Keilley Shores First Addition in the County Recorder's Office of Otter Tail County, Minnesota; which said plat is hereby referred to and by this reference made a part hereof: and**

**Whereas, the owners desire to make all lots subject to the provisions of this certificate for the use and benefit of the property owners of lots located in the Keilley Shores First Addition Development, Vergas, Minnesota.**

**Now, therefore, this certificate is hereby made to apply to all lots in the Keilley Shores First Addition Development to insure that the project will become and remain an attractive addition to the community of Vergas, Minnesota, and to enhance and sustain property values for all owners. The provisions of this certificate shall operate as equitable restrictions for easement passing with the conveyance of every lot in the project and shall bind every successor in interest of any lot.**

**Article I.**

**Statement of Purpose**

**Section 1: It is the intent and purpose of these restrictive covenants to control the development, use, and enjoyment of all lots within the project so that man's impact on the natural and physical, and visual environment shall be minimized. Use and development of the property located in the Keilley Shores First Addition Development must be carefully performed. Houses, driveways, and landscaping must blend in to the natural environment.**

**Article II.**  
**Minimum Building and Use Restrictions**

**Section 1:** Land use shall be used for private residential purposes. No group Homes, businesses or commercial activity shall be permitted within the area of the land described except home occupations that do not produce significant customer traffic, such as a licensed daycare home, or a consulting service. Any business sign must be no larger than 1ft by 4ft, and must be incorporated into a landscaped flower or shrub bed.

**Section 2:** Only one single dwelling unit shall be permitted per lot. All exterior construction shall be completed within ten months after excavation commences. All buildings shall be residential in nature and appearance. Any additional construction commenced subsequent to completion of the original dwelling shall be completed within six months from commencement of said construction.

**Section 3:** The ground floor area of all residential dwellings shall not be less than twelve hundred (1,200) square feet, exclusive of the garage, patio, or porch area.

**Section 4:** Each residential dwelling shall have at minimum, a double car garage attached to the unit. The garage must be built to conform harmoniously to the outside of the dwelling.

**Section 5:** All residential dwellings shall have finished exteriors of natural products, such as wood, stone, or brick, or man-made material such as steel siding in earth-tone colors. No sheet metal or galvanized metal siding shall be permitted on any dwelling or accessory building.

**Section 6:** All accessory structures to the resident dwelling shall match or compliment the exterior finish material of the residential dwelling. All accessory buildings must have a cement floor. No pole-barn structures or oversized utility garages may be built on the property.

**Section 7: [A.]** All residential dwellings and garages located on Block 2, Building lots 1,2,3,4, and 5, of Keilley Shores First Addition, must be in compliance with a minimum of a ten (10) foot side yard setback from the property line, and a twenty-five (25) foot front yard setback from the road right-of-way.

**Section 7: [B.]** All residential dwellings and garages located on Block 1, Lots 1,2,3,4,5, and 6, must have a minimum of a ten (10) foot side-yard from the property line, seventy-five (75) foot setback from the shoreline, and a twenty-five (25) foot set-back from the road right-of-way.

**Section 8: All residential dwellings shall be connected to the City of Vergas, Minnesota, public water and sewer systems. No outdoor toilet facilities will be allowed.**

**Section 9: No trailer homes, mobile homes, modular homes, coaches, passenger cars, freight cars, or items similar in nature shall be placed, erected, or maintained upon the property for the purposes of a permanent dwelling structure, commercial, or additional residential space. No used garages, barns, or storage sheds, of any nature shall be moved in upon the premises from any other location.**

**Section 10: No cars in a state of disrepair, junked cars, or machinery of any kind shall be permitted to be parked on the property. No rubbish or garbage shall be evident upon the premises. No exposed fuel tanks shall be permitted; with the exception of propane gas tanks.**

**Section 11: All land owners are responsible to keep their property mowed and maintained from the time of purchase.**

**Section 12: No clear cutting of trees shall be allowed on Block 1, Lots, 1,2,3,4,5,and 6, of Keilley Shores First Addition. All trees shall be preserved wherever possible.**

**Section 13: Not more than one cord of wood shall be stored on the premises unless it is enclosed within a building. Wood stored outdoors must be secluded from view.**

**Section 14: No property line fences shall be allowed. Only chain-linked fencing will be allowed for construction of a kennel area. No barbed-wire fencing is allowed.**

**Section 15: No animal, reptile, fowl, or livestock shall be kept or maintained on the property with the exceptions of caged birds kept within the residential dwelling, and not more than two dogs or two cats over the age of six months.**

**Section 16: Site grading must be completed to retain and control storm water on each property in a manner that prevents an increase of the reasonably foreseeable storm water flows from each property onto adjoining lots above what the storm water runoff would have been without development and construction to each lot.**

**Section 17: The Developer, and or the lot owners of Keilley Shores First Addition shall have the right to proceed at law or in equity to compel the compliance with the terms of these Restrictive Covenants or to prevent the violation or breach of any of them. The failure to promptly enforce any of these protective covenants shall not bar the subsequent enforcement. If any party employs counsel to enforce any of these Covenants, by reason of breach of their provisions, all costs incurred in such enforcement, including reasonable attorney's fees shall be paid to the prevailing party by the party at fault.**

**Section 18: These Restrictive Covenants shall be in addition to those imposed by the applicable zoning ordinances.**

**Owners and Developers**

**State of Minnesota**

\_\_\_\_\_  
**Keith M. Bunkowske**

**County of Ottertail**

\_\_\_\_\_  
**Shelley R. Bunkowske**

**State of Minnesota, County of \_\_\_\_\_**

**This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Keith M. Bunkowske and Shelley R. Bunkowske, husband and wife, Owners and Developers of Keilley Shores First Addition, Vergas Minnesota.**

Seal

\_\_\_\_\_  
(Signature of notarial officer)

Title (and Rank) \_\_\_\_\_

My commission expires: \_\_\_\_\_

**THIS INSTRUMENT WAS DRAFTED BY:  
Keith M. Bunkowske and Shelley R. Bunkowske  
202 South Townline Road  
Vergas, Minnesota 56587**