

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

THIS DECLARATION, made this 15th day of December, 2009, by the City Council of the City of Lamberton, hereinafter referred to as "Developer".

WHEREAS, the Developer owns the real estate described in Article One; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities of said property and to this end, desires to subject the subject property to the covenants, conditions, and restrictions hereinafter set forth, each and all of which are for the benefit of the described real property and every owner thereof,

NOW THEREFORE, the Developer declares the real estate is and shall be held, transferred, conveyed, and occupied subject to the Covenants, Conditions, and Restrictions hereinafter set forth.

ARTICLE ONE: Real Estate

That the real property that is the subject of the Covenants and Restrictions is as follows:

- Lots numbered 1 and 2 of Block 1 of the Southside Second Addition;
- Outlot A of Block 1 of the Southside Second Addition;
- Outlot B of Block 1 of the Southside Second Addition;
- Outlot C of Block 1 of the Southside Second Addition;
- Lots numbered 1,2, 3, 4 and 5 of Block 2 of the Southside Second Addition;
- Lots numbered 1,2 and 3 of Block 3 of the Southside Second Addition;
- Lots numbered 1,2, and 3 of Block 4 of the Southside Second Addition;
- Outlot D of Block 4 of the Southside Second Addition;

All of the City of Lamberton, Redwood County, Minnesota, hereinafter referred to as "Subdivision".

ARTICLE TWO: Restrictions

That the real property shall be subject to the following restrictions:

A. Use of Real Property.

1. The property shall be used for residential purposes only.

2. Each lot shall have no more than one residential structure, together with such accessory structures as shall be permitted by the City of Lambertton zoning ordinance.
3. To the extent the city zoning ordinance will allow home occupations, such as daycare, consulting, and other matters of a similar nature, the same shall be permitted within the Subdivision. For the purpose of identifying or advertising such activities, no sign shall be permitted in excess of one sign having a size of two square feet.

B. Construction.

1. All construction shall be new construction.
2. All new construction shall have a foundation or footing below the frost line around the entire perimeter of any residential structure.
3. The roof pitch of any residential structure shall be at least a 4/12 pitch.
4. Each residence constructed upon the premises shall have attached to it at least a double car garage located on a concrete foundation. No pole construction shall be permitted as to any residential structure or its attached garage.
5. All dwellings constructed shall have a minimum internal square footage of 1,200 feet on the first above grade floor.
6. That each dwelling shall have constructed a driveway for off-street parking adjacent to the garage. The driveway shall be sufficient to hold at least two parked cars entirely off the public street.
7. No temporary structures of any character shall be permitted. No Person shall occupy or reside in a mobile home, trailer, basement, tent, garage, or other outbuilding upon the property at any time, utilizing the same as a residence either temporarily or permanently. No building may be constructed of metal galvanized exterior material, either temporarily or permanently.
8. All residences shall have a minimum width in the narrowest dimension of the structure of 24 feet.
9. All residential dwellings and associated attached garages shall be entirely enclosed, including the installation of siding, a completed roof, windows, doors, garage doors, and finished to the exterior within one year of the date on which construction of the structure or excavation for the basement or foundation commences, whichever shall occur first.

C. Prohibited Activities.

1. Animals located within the Subdivision shall be limited to household pets, such as cats and dogs. No animals may be kept for commercial purposes.
2. No form of livestock, poultry or pet other than household pets, such as cats and dogs, shall be permitted, either in the exterior or interior of any dwelling to which these covenants apply.
3. All exterior kennels maintained for pets shall be screened, so that the same is not visible from the street or neighbors lots.

4. All trees, fences, or hedges shall be placed a minimum of two feet from property lines unless the prior written consent of the affected adjoining property owner is obtained in advance. It shall be the responsibility of the property owner placing such hedge or fence closer than two feet from the property line to maintain both sides of said fence or hedge. Both sides of the fence or hedge shall be maintained to an equal standard. No fence shall be constructed to a height greater than five feet above the ground.

ARTICLE THREE: Utility Easements and Lines

That there is hereby reserved for the purpose of installing and maintaining municipal and other public utility services easements as defined in the Southside Second Addition plat as dated November 10th, 2009. These easements are specifically retained for the purpose of installing electrical utilities, telephone utilities, gas utilities, cable utilities and for providing drainage to the Subdivision. To the extent that a utility easement or access is ever an issue, all such matters shall be resolved by the City Council of the City of Lamberton. If there is a dispute between two utility carriers, it is the intention of the Developer that the interests of the City of Lamberton would prevail over the interest of any privately owned utility, without regard to whether the privately owned utility would be located in the easement area before or after the utility owned by the City of Lamberton.

ARTICLE FOUR: Definitions

The following words shall have the following meanings:

A "Lot" shall refer to a Lot as shown on the Plat of the Southside Second Addition, City of Lamberton, Redwood County, Minnesota. This is a subdivision of land intended for the purpose of sale or of building development.

An "Outlot" shall refer to an Outlot as shown on the Plat of the Southside Second Addition, City of Lamberton, Redwood County, Minnesota. This is a subdivision of land which is an extra, remnant or special purpose parcel of land which because of its physical nature, size, or intended disposition can not or may not be utilized for building development, but may be subject to sale.

"Owner" shall mean or refer to the record owner, whether one or more persons, of the fee simple title to any Lot.

"Ground Level" shall mean the first floor or level of the home which is located immediately above the grade line of the house.

ARTICLE FIVE: Terms

That these Covenants, Restrictions, and Conditions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date the Covenants and Restrictions are recorded, after which time the

Covenants and Restrictions shall be automatically extended for successive ten-years terms, unless an instrument signed by the owners of a majority of the Lots has been recorded agreeing to change the same in whole or in part, or to repeal the same.

ARTICLE SIX: Enforcement

That these Covenants shall be binding upon and inure to the benefit of not only the Developer but all of the Owners of any land in the Subdivision.

The Covenants and Restrictions may be enforced by the Developer or by any Owner of any parcel of land described herein. The Covenants may be enforced at law or equity. Enforcement may restrain a violation and /or may seek a recovery of damages against the person or persons violating or attempting to violate any Covenant, Restriction, or Condition.

The land shall be bound by the Restrictions and Covenants herein set forth, and the same are to run with the land and shall be binding upon all the parties and all future owners, heirs, executors, and assigns as to real estate described.

Dated this 19th day of January, ~~2009~~ 2010

CITY OF LAMBERTON

By: Sue Nelson
Mayor

ATTEST:

By: Steven Flaig
City Clerk

State of Minnesota)
)ss.
County of Redwood)

This instrument was acknowledged before me this 19th day of Jan 2010, ~~2009~~, by Sue Nelson, it's Mayor, and Steven Flaig, it's City Clerk, on behalf of the Lambertton City Council.

Gary D. Graff
Notary Public

