

PROTECTIVE COVENANTS

NORTHWEST FIRST ADDITION TO THE CITY OF EDGERTON

PIPESTONE COUNTY, MINNESOTA

WHEREAS, The City of Edgerton (hereinafter the "Declarant") is the owner of certain real property located in the City of Edgerton, County of Pipestone, State of Minnesota, comprising and consisting of Block 1, Lots 1 through 12, Block 2, Lots 1 through 13 and Block 3, Lot 1 of Northwest First Addition to the City of Edgerton, Pipestone County, Minnesota, for the purpose of maintaining fair and adequate property values, maintaining and continuing the primary use of the Northwest First Addition as a residential area, and in consideration of the mutual interests of owners of the real estate described herein, desire to subject the Northwest First Addition to the covenants, restrictions and easements herein set forth, each and all of which are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof,

NOW, THEREFORE, Declarant declares that real property in the Northwest First Addition is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth.

Single Family Residential Restrictions

1. The following lots shall be used exclusively for private residential purposes: Block 1, Lots 1 through 12, Block 2, Lots 1 through 13 and Block 3, Lot 1. No dwelling erected or maintained within these lots shall be used or occupied for any other purpose other than for single-family dwellings. Larger lots within this addition may have twin homes located on them if each unit meets all sections of These Covenants.
2. No owner shall subdivide, re-plat or otherwise partition any property into a lot smaller than is currently provided by the plat of Northwest First Addition.
3. No trailer, basement, tent, shack, garage, barn or other out-building erected on the lot shall at any time, be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
4. All construction shall be new, using new building materials. No building previously used at another location may be moved onto any lot or building site. New modular homes will be allowed. Mobile homes and trailers are not allowed.

5. No building materials shall be stored on any lot except temporarily during continuous construction of a building or its alteration of improvement.
6. The exterior of all buildings or other structure, must be completed within one (1) year after commencement of construction, except where such completion is impossible or would result in great hardship due to strikes, fires or national emergency. If not so completed, or if construction shall cease for a period of sixty (60) days without permission of the Approving Authority, the unfinished structure or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the owner.
7. No derrick or other structure designed for use in or used for boring or drilling water, oil or natural gas shall be permitted upon or above the surface of said property (with the exemption of wells for ground source heat). No advertising signs or billboards of any character may be erected, placed, permitted or maintained on any Lot except as expressly permitted by the Approving Authority. A name and address sign will be permitted. No other sign except for a "For Sale" sign advertising the property for sale.
8. All construction must commence within five (5) years upon issuance of a deed. The owner will be responsible for keeping the lot mowed and trimmed during that time frame. The owner will not be allowed to store anything on the lot during this time frame.
9. No dwelling shall be erected which, exclusive of basements, porches, patios, decks and other storage areas, has gross livable floor area of less than twelve hundred (1200) square feet. No dwelling shall have a roof with less than 6:12 pitch and walls must be no less than eight (8) feet in height. All dwellings shall have at least an attached double garage with at least five hundred seventy six (576) square feet in size with minimum dimension of twenty four (24) feet on the entrance side of the garage. Garage door height shall not exceed eight (8) feet unless approved by the Approving Authority. No single family dwelling shall be more than two (2) stories in height, except with prior written permission of the Approving Authority. No metal sheet roofing on any residence structure will be allowed. Sump pumps are required for homes that have basements.

10. No soil may be removed without permission of the Approving Authority, and there shall be no material change in grade levels, slope, pitch or drainage patterns as they now exist without the permission from the Approving Authority. Any such excavation or grading shall be maintained at all times so as to divert surface waters away from buildings, but shall not be done in such a manner so as to unreasonably divert surface water onto the property of an adjoining lot.
11. A thoughtfully chosen color scheme on a building will promote visual continuity and contribute to a special sense of identity for the neighborhood. Colors shall harmonize with, but not match, the neighboring properties. Property owners are encouraged to use subdued colors that blend with the colors of the natural landscape. If you are in question of your color choice, it would always be best to check with the Approving Authority.
12. All maintenance equipment and recreational vehicles shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets. In addition, there shall be no unenclosed storage on any lot of any motor vehicles, recreational vehicles, marine craft or trailer of any type. No unenclosed parking or storage of any commercial vehicle shall be permitted on any lot.
13. Any accessory building or similar structure shall harmonize in appearance with the dwelling situated on the same lot, as determined by the Approving Authority. There shall be no more than one accessory building or similar structure per lot. The accessory building or similar structure shall be not more than one hundred-twenty (120) square feet in size, shall have no more than eight (8) feet in height for the walls.
14. Within nine (9) months after completion of the principal dwelling, all yards and open spaces shall be landscaped and thereafter maintained in lawn or landscaped.
15. Sidewalks are required and paid for by the home owner and must be completed within six (6) months after completion of the principal dwelling. Sidewalks shall go with the grade of the curb being two (2) to three (3) inches higher than the curb.
16. Any homeowner who wishes to have a fence must complete a Building Permit Application and submit it to City Hall. No electric, barbed wire or any other fencing that may cause harm to a child may be used.

17. No vehicles shall be parked on the rear, side or front yard of any lot.

18. No trees or bushes will be allowed to be planted in the boulevard.

19. Unless sooner terminated and provided in line item 20, restrictions and other provisions set forth in These Covenants shall remain in force until January 1, 2022, after which time These Covenants shall be automatically extended for successive periods of ten years unless an instrument stating that an extension is not desired, signed by the owners of a least two-thirds (2/3) of the lots in the Northwest First Addition.

20. From time to time any one restriction may be amended, changed, or altered by an instrument signed and acknowledged by owners of a least two-thirds (2/3) of the lots in the Northwest First Addition and filed for record with the Pipestone County Recorder.

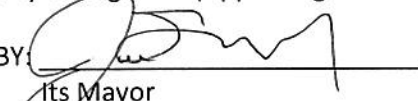
21. Northwest First Addition homeowners will be required to follow all current City Ordinances that have been put into place by the City of Edgerton.

Applicable Law

Section 313. This agreement shall be interpreted under and in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, The City of Edgerton (Approving Authority) has executed this Declaration this 7th day of September 2016

City of Edgerton (Approving Authority)

BY: 
Its Mayor

BY: 
Its City Clerk