

COUNTRY VIEW SUBDIVISION

DECLARATION OF RESERVATIONS, RESTRICTIVE COVENANTS, CONDITIONS AND EASEMENTS

This Declaration made this 20th day of November, 2003, by the New York Mills Economic Development Authority, a local unit of government hereinafter referred to collectively as "Developer".

WHEREAS, Developer is the owner and proprietor of Country View Subdivision, a platted subdivision situated in Otter Tail County, Minnesota, and filed for record in the office of the Otter Tail County Recorder, on the 26th day of September 2003, in Book O of Plats, page 826;

WHEREAS, Developer desires and intends to place and impose restrictive covenants on all of the lots in Blocks One through Nine in Country View Subdivision under a general plan of improvement for the use and benefit of all lots in the subdivision and to impose said restrictive covenants on the Developer, its successors, assignees, future grantees and future owners of said tracts.

NOW, THEREFORE, in consideration of the premises, Developers for itself, its successors, assignees, future grantees and the future owners, hereby agrees that all of the lots in the above described plat of Country View Subdivision are and shall be held, transferred or occupied subject to the reservations, covenants, conditions and easements hereinafter set forth, and that all reservations, covenants, conditions and easements shall conform to all Federal, State, County, City and Township regulations, laws and ordinances.

ARTICLE I - DEFINITIONS

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any lot in the subdivision described herein, and shall be defined to be the purchaser of a lot under a Contract for Deed.

Section 2. "Lot" shall mean and refer to all lots in Blocks One through Nine identified and described on the subdivision plat herein.

ARTICLE II - MINIMUM BUILDING AND USE RESTRICTIONS

- A. On all lots in said subdivision, all buildings shall be used for residential purposes only and no business or commercial or manufacturing enterprises shall be conducted or permitted except that a home based business or office may be conducted in the residence constructed on a lot provided that it complies with all applicable zoning.
- B. Construction on each lot, except those zoned multi-family, shall consist of one single family home/residence which shall not exceed two and one half stories and a minimum of a two car garage (recommended to be attached and not to exceed three cars) and one storage building not to exceed 300 square feet and one story in height. The garage is not required at the time of initial construction, but is encouraged. In no event will more than one unattached accessory structure be allowed, thereby encouraging the attached garages whenever possible and preserving the ability to have a separate accessory structure.
- C. These covenants do not expressly prohibit the development of any twin homes in the subdivision. The development of twin homes may only occur by following the process required by City Code, Zoning Ordinance or other applicable rules.
- D. The construction and erection of the exterior portions of all building shall be completed within twelve (12) months after the start of construction. The exterior portions of all buildings shall be constructed with permanent exterior materials such as wood, vinyl siding, aluminum, steel, concrete, stone, brick, log or asbestos siding, except that all exterior portions 18 inches above ground level shall not consist of unfaced concrete blocks or poured concrete (minimum facing of paint). Sheet and galvanized metal, asphalt shingles and non-exterior materials such as building and tar paper shall not be used on the exterior portions of any buildings except the roof. All secondary structures shall match or compliment the exterior materials and structure of the residential buildings.
- E. No used or recycled buildings, structures, vehicles or railroad cars of any kind shall be placed upon any premises. Basement homes, motor homes, travel trailers or other temporary buildings, buildings under construction or other structures shall not be used at any time as a permanent or temporary residence and shall not be placed upon the premises for seasonal use. All buildings and improvements shall conform to all applicable building codes.
- F. Each residential dwelling shall be placed on a permanent foundation which must extend below the frost line and shall contain not less than a 1,000 square foot footprint of enclosed living space for each residence, dwelling, duplex or twin home unit including basements and second stories and excluding porches, breezeways, carports, patios, decks, garages and other accessory areas and shall not be less than 24 feet in width or 36 feet in length and shall be enclosed by a roof having a vertical rise of not less than four inches for each one foot in length and may contain an attached garage, not less than 400 square feet which shall not be less than 20 feet in width or 20 feet in length.
- G. Buildings shall be constructed, erected or placed at least 30 feet from the front property line and the edge of all city streets and at least 15 feet from the side property line and 25 feet from the rear property lines, except that the owner of any two adjacent lots may build on the center lot lines between said lots.
- H. No signs shall be placed on any lot used for residential purposes or for residential and home based business or office purposes after the same shall have been conveyed by Developers except "for rent" or "for sale" signs of reasonable size and design.
- I. There shall be no storage or parking of inoperative vehicles, fish houses, toppers, semi trucks or trailers, trailers, firewood or other unsightly objects on any lot unless enclosed at all times within a building or meeting the requirements of City Code.
- J. All trash, debris or waste shall be promptly disposed of and no lot shall be used as a dump ground. All waste material and debris, refuse or garbage shall be kept in an enclosed building or property contained in a closed container designed for such purposes.
- K. Animals, livestock or poultry of any kind shall not be housed, raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not housed, raised, bred or kept for any commercial purposes and there shall be no more than three pets per residence.
- L. Noxious or poisonous weeds shall not be permitted to grow on any lot.
- M. No fences, other than ornamental fences, shall be constructed between the city street and the street side of the residence constructed on any lot. Opaque fences and fences constructed with chain link or other non-wood materials shall not be considered ornamental fences and shall not be permitted between the city street and street side of the residence.
- N. Easements are hereby reserved along the lines of all lots as set forth on the Plat for the construction of perpetual maintenance of water, sewer, electric, telephone, natural gas and other public and quasi-public utilities which shall be placed underground and for drainage and trimming of trees which at any time may interfere or threaten to interfere with the maintenance of such utilities, together with the right of ingress and egress across said premises for employees of said utilities to repair and maintain said facilities. No permanent structure (e.g. trees, fencing, buildings, etc) shall be placed within easement boundaries. The owner of two adjacent lots may build on the lot line between said lots and the easement over said line shall not be in effect provided that such building shall not interfere with easements planned or use of such easements for utility maintenance either currently installed or expected to be utilized for utility expansion or alteration. Outlot A and its appurtenances are not subject to changes and must remain as indicated on Plat. The covenant regarding easements is not subject to changes or modification. The utility easement shall be described as follows:
Along rear lot lines of Block 1 lots 1-9 shall remain a 15' easement. Along back lot lines of Block 2 lot 1; Block 3 lots 1-6; Block 4, lots 1-7; Block 5 lots 1 & 2 (shall be adjacent line); shall be a 15' centerline easement (7.5' on each adjacent lot). Along rear lot lines of Block 6 lots 1-6; Block 7 lots 2-8 shall be a 20' easement. Block 1 Lot 1 has an expanded easement for a portion of its western border. All other easements as indicated on the plat shall remain as stated. These easements outlined above are not disputable.

ARTICLE III - GENERAL PROVISIONS

- A. These covenants shall run with the land hereinbefore described and shall be binding on all parties, owners, and persons claiming under them, each of whom hereby agrees to use said lots in conformance with said covenants.
- B. These covenants may be enforced through action by any or all of the owners of the lots herein for an injunction, prohibitive or mandatory, to prevent or cure a breach and for damages which shall include the costs, including reasonable attorneys fees, of enforcing these covenants. The failure of any owner or owners of any lot to enforce any of the covenants herein at the time of a violation shall not be deemed to be a waiver of the right to do so in the future for said violation or any future violations.
- C. There shall be no subdivision of any lot in any manner except that the division of a lot for the purposes of attachment to contiguous lots where no residual plat or lot or portion thereof remains shall be permitted.
- D. Each provision, section, sentence, clause, phrase or word of the Declaration is intended to be severable and if found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Declaration.
- E. These covenants may not be modified, amended or changed except by written agreement signed and acknowledged before a notary public by at least three-fourths of the owners of said lots (each lot shall be construed as one owner for the purposes of computing said three-fourths). Written agreement setting forth such modifications, amendment or changes must be filed with the County Recorder for Otter Tail County, Minnesota, to be effective.