

**PROTECTIVE COVENANTS
GREIN FIRST ADDITION
CITY OF LAKEFIELD, JACKSON COUNTY, MINNESOTA**

Whereas, the City of Lakefield (hereinafter the "Declarant") is the owner of certain real property located in the City of Lakefield, County of Jackson State of Minnesota, comprising and consisting of Blocks 1 thru 4, Grein First Addition (hereinafter "Subdivision") to the City of Lakefield, Jackson County, for the purpose of maintain fair and adequate property values, maintaining and continuing the primary use of the Subdivision as a residential area, and in consideration of the mutual interest of owners of the real estate described herein, desire to subject the Subdivision to the covenants, restrictions and easements hereinafter set forth, each and all of which are for the benefit for 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 successor in interest of an owner thereof;

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

**Article I
Covenants to Preserve the Residential Character
of the Subdivision**

Single Family Residential Restrictions

1. No lot shall be used except for private and residential purposes. The city council may authorize limited daycare facilities or other home occupations. Each residence shall have no less than a double garage, either attached or detached. However, no garage shall exceed more than 120% of the square footage of the living space. Interior garage ceiling height shall be no taller than 12 feet and garage/overhead doors for garage no taller than 10 feet in height. Alternative garage dimensions may be allowed South of Funk Avenue through the Variance process.
2. One (1) temporary storage shed is authorized. Temporary structures, allowed, shall be limited to six (6) months in duration on site.
3. All construction shall be new. No building previously used at another location may be moved onto any lot or building site.
4. No building materials shall be stored on any lot except temporarily during continuous construction of a building or its alteration or improvement.

Restrictive Covenant Area

1. All one (1) story dwelling shall have a minimum of 1200 square feet, exclusive of garages and open porches. In two (2) story homes, or split foyer homes, the ground story shall have a minimum of 900 square feet.
2. No mobile home, trailer, tent, basement home or temporary structure of any nature shall be used as a residence on any lot.
3. No dwelling shall have a roof of less than 4/12 pitch. Roof covering shall be asphalt or metal shingles. Other coverings may be allowed through the Variance process.
4. No pole barn homes allowed North of Funk Avenue. Pole barn homes South of Funk Avenue may be allowed through the Variance process with design approval from the Planning & Zoning commission provided they are consistent with the aesthetic of the neighborhood.
5. No sheet metal siding. Exterior walls shall be of a material consistent with residential finishes.
6. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same lot.
7. Each residence with a basement shall install a sump pump that drains either into the City storm sewer system or upon such portion of the lot as the layout of the lot necessitates. Each lot owner shall take necessary measures to ensure sump pump water does NOT enter the City's sanitary sewer system.
8. Driveway aprons shall be built in a way as to the specifications attached in Exhibit A

The above minimum square footage is computed on the main structure exclusive of porches and garages and applies to all lots.

Building Locations

1. Building setbacks must meet City of Lakefield building set back requirements (Zoning Code).
2. No buildings, of any kind, shall be allowed in utility easements.
3. For the purpose of this covenant, eaves and steps shall not be construed as part of a building; however, this shall not be construed to permit any portion of eaves or steps on a lot to encroach upon another lot or allow water to route in a way to disturb any neighboring property.

Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement is of each lot and all improvements in it shall be maintained continuously by the owner of it, except for those improvements for which a public utility company is responsible.

ARTICLE II

General Provisions for Effect of the Covenants

Definitions

1. The following words and expressions are used in these covenants and have the meanings indicated below unless the context clearly requires another meaning.

- a. Accessory Building: Detached garages, patios, swimming pools, and other building customarily used in connection with single family residences.
- b. Building Site: A lot as established by the recorded plat or combination of two or more lots or portions thereof as approved by Declarant.
- c. The Covenants: This declaration and the provisions contained in it.
- d. Lot: Each area designated as a lot in the recorded plat of the Subdivision.
- e. Owner: Person having fee simple title to a lot. If more than one person has such title, all such persons are referred collectively as "Owner" and shall exercise their rights as an owner through such one of them as they may designate from time to time.
- f. Structure: Anything or device other than trees and landscaping, the placement of which upon any building site might affect its architectural appearance including by the way of illustration and to limitation any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, fence, wall, or outdoor lighting.

Captions

Captions, titles and headings in these covenants are for convenience only and do not expand or limit the meaning of the Section and shall not be taken into account in construing the Section.

Covenants Run with the Land

These covenants shall be deemed to be a mutual covenant running with the land and shall be deemed to be binding upon the parties hereto and upon their respective heirs, successors, personal representatives and assigns. That all deeds executed hereinafter shall contain a provision indicating that the property is subject to the term of these covenants.

Covenants are Cumulative

Each of these covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

These Covenants may not be Waived

Except as these covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these covenants. Every person bound by covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing validity and that leniency or neglect in their enforcement shall not in any way invalidate these covenants or any part of them nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these covenants have been waived or impaired or otherwise invalidated by a previous failure to neglect to enforce them.

Right to Enforce the Covenants

These covenants are for the benefit of the Owners, jointly and severally, and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more owners, or any combination of them. All costs, including reasonable attorneys' fees, incurred in connection with any successful enforcement proceeding shall be paid by the party determined to have violated the covenants.

Duration of Restrictions

Unless sooner terminated, the restrictions and other provision set forth in these covenants shall remain in force for 21 years, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument stating that an extension is not desired, signed by the property owners of at least two-thirds (2/3) of the lots in the Subdivision.

Severability

If any of these covenants shall be held invalid or become unenforceable the other covenants shall in no wise be affected or impaired but shall remain in full force and effect.

Applicable Law

The agreement shall be interpreted under and in accordance with the law of the State of Minnesota

Adopted by the City Council of Lakefield, Minnesota this 22nd day of March, 2021.


Doug Busch, Mayor


Brian Rossow, City Clerk

<u>M/ Pavelko</u>	B. Bakalyar	Y
	A. Monson	Y
<u>S/ Monson</u>	B. Pavelko	Y
	N. Hall	Y
	D. Busch	Y

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)
City of Lakefield
301 Main St
PO Box 900
Lakefield, MN 56150

**PROTECTIVE COVENANTS
GREIN FIRST ADDITION
CITY OF LAKEFIELD, JACKSON COUNTY, MINNESOTA
ADDENDUM 1
MAY 2022**

Whereas, the City of Lakefield, Joel A & Dorene K Poppe, Amanda Darling, and Jon & Kylla Hummel (hereinafter the "Declarants") are the owners of certain real property located in the City of Lakefield, County of Jackson State of Minnesota, comprising and consisting of Blocks 1 thru 4, Grein First Addition (hereinafter "Subdivision") to the City of Lakefield, Jackson County, for the purpose of maintaining fair and adequate property values, maintaining and continuing the primary use of the Subdivision as a residential area, and in consideration of the mutual interest of owners of the real estate described herein, desire to subject the Subdivision to the covenants, restrictions and easements hereinafter set forth, each and all of which are for the benefit for 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 successor in interest of an owner thereof;

NOW THEREFORE, Declarants declare that the real property in the Subdivision is and shall be held transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth, as well as the initial covenants certified, filed, and or recorded on September 08, 2021, as Document # A290387.

**Article I
Covenants to Preserve the Residential Character
of the Subdivision**

To Article I, the following covenants shall be added:

1. The owner shall submit the required information in conjunction with the application for a building permit from the City of Lakefield. The required information shall include a minimum of:
 - Site plan (drawn to scale). The plan must depict the location of all structures and buildings upon the lot.
 - Exterior finish materials (siding, trim, shingle, etc).
 - Two building elevations drawn to scale. One elevation must include the front elevation of the structure.
 - Landscaping plan depicting materials and species of plantings.
2. Within 30 days into the next growing season after completion of the dwelling the Owner must have minimal landscaping completed, weather permitting. If weather does not permit, minimal landscaping must be completed within a reasonable time frame after weather conditions improve. Once established, lawn may be allowed to go dormant in drought conditions. Minimal landscaping is defined as:
 - Seeding or sodding of all open areas not utilized for flower beds or gardens.
 - At least 2 trees. Such trees shall have a trunk diameter of at least 1 ½ inches.
 - Drainage or edging or decorative rock or landscaping around the front and two sides of the dwelling.
3. Owners must maintain their lawns in accordance with city ordinance. Minimum maintenance includes:
 - Mowing before the grass length reaches 6 inches.
 - Reseeding of dead patches larger than 12 inches in diameter
 - Weed control
 - Regular watering
4. Sheets, blankets, towels, foil, etc., shall not be used in place of traditional window coverings.
5. Each owner shall maintain the exterior of the dwelling, any accessory building, and all other structures, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weather-beaten or worn off.

