

Restrictive Covenants for Tax Forfeited Lots to be added to a conveyance on a lot by lot basis in
Ousman Addition, City of Minneota

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, The City of Minneota owns real property described as follows:

See Attached Exhibit A

and

WHEREAS The City of Minneota desires to provide for the preservation of the value and amenities of the property, and to this end, is subjecting the property to the conditions, restrictions and covenants more fully set out in this Declaration for the benefit of the properties and their current and future owners as well as owners of neighboring properties; and

WHEREAS The City of Minneota reserves the right to amend in its entirety this list of covenants for any parcel sold in the Ousman addition to the City of Minneota

NOW THEREFORE, the City of Minneota declares the real property is and shall be held, transferred, sold, conveyed and occupied in accordance with and subject to the following, conditions, restrictions and covenants:

Article 1 Real Property: The real property subject to these conditions, restrictions and covenants is as follows: See Attached Exhibit A

Article 2 Conditions, Restrictions, and Covenants:

1. The property shall be used only for single family residential purposes and shall be improved and occupied in accordance with these restrictions and covenants, and in accordance with City zoning regulations.
2. All construction of single family dwellings and accessory structures shall be new. All construction must be built, at minimum, to Uniform Minnesota Building Code Standards. Dwellings constructed must not be HUD code housing, trailers or mobile homes on permanent or non-permanent foundations. All construction must be constructed with new material. No Pole construction shall be permitted as to any residential structure or its attached garage. Materials that have been previously used or that have been weathered from exposure to the elements may not be allowed.
3. Purchaser shall develop the property for residential use by the construction of a permanent single family residence thereon with a minimum of 1,000 square feet per floor and a maximum of 2,200 square feet per floor.
4. Dwellings constructed must include a minimum of a three-quarters basement under the house. Dwellings constructed must contain a foundation bearing down below the frost line.

5. The structure shall have an attached garage for at least two cars but not more than three. The garage shall be not less than 576 square feet or more than 1200 square feet.
6. The roof pitch of any residential structure including garages shall be at least 5/12 pitch.
7. Each dwelling shall have constructed a hard-surfaced 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. All properties must contain a walkway running from the front door to a garage door or driveway.
8. All accessory buildings must have exterior siding and roofing materials consistent in design, color, and material type with the dwelling constructed on the premises.
9. The exterior of all buildings or other structures must be completed within one year after the purchase of the land except where such completion is impossible or would result in great hardship due to strikes, fires, floods or national emergency. If not so completed, or if construction of the structure shall cease for a period exceeding 90 days, the unfinished structure or any the unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the owner.
10. Dwellings must be covered completely with vinyl, wood lap, cement board, or residential steel siding, or exterior material of a similar appearance and durability, in any area that does not contain brick. No buildings may be constructed of metal galvanized exterior material or painted pole barn steel either temporarily or permanently.
11. Weather permitting, within 30 days into the next growing season after completion of the dwelling, the owner must have minimal landscaping completed. If weather does not permit, minimal landscaping must be completed within a reasonable time frame after weather conditions allow completion. Minimal landscaping is:
 - a. Seeding or sodding all open areas not utilized for flower beds or other gardens
 - b. Drainage or edging or decorative rock or landscaping around the front and two sides of the dwelling.
12. Yards must be maintained in accordance with City ordinances.
13. All trees, fences or hedges shall be placed a minimum of two feet from the property lines, or in accordance with City ordinances as amended from time to time, whichever provides the greater setback, unless the prior written consent of the affected adjoining property owner is obtained prior to planting the trees or hedges or constructing the fence. It shall be the responsibility of the property owner placing the fence or hedge closer than two feet from the property line to maintain both sides of the fence or hedge unless the neighboring property owner agrees in writing to share in the maintenance of the 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 6 feet above the ground.
14. Building setbacks from the property lines are as follows:
 - a. street side(s) 28 feet to foundation
 - b. side yards 9 feet to foundation
 - c. rear yards 10 feet to foundation
15. No resale of the lot is permitted until construction of the single family residence is completed.

Article 3 Duration: These conditions, restrictions and covenants shall run with the land and be binding upon all parties with any interest in the real property for a period of thirty (30) years from the date this document is recorded.

Article 4 Enforcement: These conditions, restrictions, and covenants shall be binding upon and inure to the benefit of not only the City of Minneota, but all of the owners of any lands to which they are subject and to any of the lands in the Ousman subdivision. The conditions, restrictions, and covenants may be enforced by the City of Minneota or any owner of any parcel of land described in the subdivision. Enforcement may restrain violations or may seek money damages.

Article 5 Severability: If any one or more part of this Declaration is invalidated by judgment or court action, that invalidity shall not affect the remaining provisions of this declaration, which provisions shall continue in full force and effect for the full term as set out above.

Adopted this 2nd Day of May, 2011.

CITY OF MINEOTA

By: William Ufkin
Its: Mayor

Sarah Friesen
Its: City Administrator