

DECLARATION OF COVENANTS
(North Golf-view Heights and North Golf-View Heights Re-Arrangement)

Developer: James P. Tillmann

THIS DOCUMENT WAS DRAFTED BY:

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DECLARATION OF COVENANTS
(North Golf-View Heights and North Golf-View Heights Re-Arrangement)

James P. Tillmann (hereafter "Developer"), is the owner of the following real estate:

Lots 1, 2, 3, and 4 of Block 1 in North Golf-View Heights Re-Arrangement, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, of Block 2 in North Golf-View Heights, in Wilkin County, Minnesota.

(hereafter "Premises") and hereby declares that in order to protect the community and the subsequent individual land owners of the Premises, the Premises shall be subject to the restrictions, reservations, easements and conditions (collectively termed "Covenant(s)") hereinafter set forth and that such Covenants shall apply to and be a part of every conveyance or deed to said Premises or any part thereof, the same as though fully incorporated in any deed or conveyance thereof. The Covenants shall be deemed and considered as covenants running with the land when conveyed or deeded and shall be binding on the heirs, executors, administrators, successors and assigns of any person to whom said land may have been conveyed.

APPLICATION. Except as stated hereafter, all of these covenants apply equally to all of the individual lots in the Premises.

USE. Except as hereafter stated, all lots in the Premises shall be used solely for residential purposes.

NO SUBDIVISION. Except for Lot 1, Block 2 of North Golf-View Heights, no lot in the Premises may be subdivided. However, the prohibition on subdivision of lots does not apply to the subdivision of one lot into two parcels, each of which parcels is simultaneously acquired by the owners of adjoining lots. As an example, Lot 3 of Block 2 of North Golf-View Heights may be divided into two parcels if one parcel is acquired by the owner of Lot 2, Block 2 and one parcel is acquired by the owner of Lot 4, Block 2. A part of a lot may not be transferred to an adjoining owner unless the remainder of said lot is simultaneously transferred to the other adjoining owner. For purposes of these covenants, "simultaneous" means within a 10 calendar day period. If the second transfer does not occur within said 10 day period, the first transfer is void.

STRUCTURES AND LOTS.

- (1) **Lot Restriction:** Each lot shall be restricted to the construction of either (a) one (1) single-family residence with attached garage; or (b) a twin home with attached garages.
- (2) **Maximum Building Size:** Improvements located upon lots affected by

these covenants shall be a maximum of three stories and not more than thirty-five (35) feet in height to the roof peak.

- (3) **Building Type:** No solar homes, geodesic dome homes, log homes, mobile homes, or earth shelter homes designs shall be permitted.
- (4) **Siding:** Siding shall be of appropriate material but in no event shall it be any kind of log siding, rolled siding or asphalt siding.
- (5) **Roof Pitch and Material:** The roof pitch shall be at least 5 to 12, with no rolled roofing material allowed.
- (6) **No Used Homes:** No dwelling constructed in any other location shall be moved on to any lot within the Premises except a new home, specifically constructed to be moved to a lot within the Premises, shall be allowed. All new homes to be moved onto a lot must be located and designed in accordance with these covenants, and constructed in compliance with Minnesota Building Code Chapter 1360 or 1361.
- (7) **Garages:** All the residences shall include an attached two, three, or four stall garage having a minimum width of 26 feet to a maximum width of 58 feet.
- (8) **Outbuildings:** One outbuilding may be constructed on the lot for storage. Said outbuilding may be not larger than 13 feet wide, 26 feet deep, and 16 feet high.
- (9) **Occupancy:** No basement shall be constructed for temporary residential purposes. No basement shall be used for residential purposes unless and until the primary structure has been completed. All exteriors of dwellings, including garages and yards, shall be substantially completed within nine months after the completion of the foundation. No outside storage of building material shall be permitted on any lot nine months after the completion of the foundation. No dwelling erected on any lot shall be occupied in any manner during the course of the construction or at any time prior to full completion of the exterior. No temporary house, temporary dwelling, temporary garage, temporary out-building, trailer homes, or other temporary structure will be placed or erected on any lot, except that a temporary mobile home or other structure may be placed on the lot for the purpose of occupancy during the construction of the primary residence for a period not to exceed six months.

BUILDING SIZE AND TYPE. The following requirements for the ground-floor space, not including basements, porches, decks, or garages, apply per each family dwelling unit:

- (1) **One (1) Story.** A one story residence shall be a family dwelling with a main floor finished living area of at least 1,600 square feet.
- (2) **Two (2) Story.** A two story residence shall be a family dwelling with a finished living area of at least 2,400 square feet.
- (3) **Bi-Level/Split-Entry.** A bi-level/split entry residence shall be a family dwelling with a finished living area of at least 2,800 square feet.
- (4) **Tri-Level.** A tri-level residence shall be a family dwelling with a finished living area of at least 3,000 square feet.
- (5) **Twin home.** A twin home residence shall have a main floor finished living area of at least 1,600 square feet per side.
- (6) **Attached Garages.** All attached garages must be a minimum of 650 square feet.

GRADE.

- (1) **Front Yard.** With respect to the front yard, a straight line grade should be maintained from eight inches (no more, no less) below the top of the improvement foundation to the top of the curb. This restriction does not apply where a garage floor is the same as the main elevation of the main floor on a split-level type home.
- (2) **Side and Rear Yard.** With respect to the side yard and rear yard grades, a straight line grade should be maintained from eight inches (no more, no less) below the top of the improvement foundation to the side and rear property lines.

COMPLIANCE WITH ORDINANCES. All development within the Premises shall be in accordance with City of Breckenridge Ordinances, as amended.

OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried on or upon any lot or any structure thereon, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood. Noxious weeds shall be destroyed and controlled. No animals of any kind other than customary household pets shall be kept or allowed on any part of the Premises. Household pets must not be a nuisance or annoy the neighborhood through unreasonable and annoying barking. No fierce, dangerous or vicious animals shall be permitted.

RUBBISH. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of refuse of any kind or nature shall be kept in clean and sanitary condition.

LANDSCAPING AND YARD MAINTENANCE.

- (1) **Exterior Maintenance.** Each lot shall at all times be maintained in a clean, neat, and sanitary condition and appearance.
- (2) **Lawns.** All yards shall be fully sodded or seeded as soon after completion of construction as weather permits.
- (3) **Unobstructed View.** Solar devices, clotheslines, swing sets, towers, structures, dishes, or free standing antennas, wood piles and storage piles shall not be permitted in the front or side yard areas. No garbage cans, ashes, or refuse receptacles shall be allowed on a lot exposed to view, except as required to facilitate garbage pick-up.
- (4) **Vehicle Storage.** Except while in transit, loading or unloading, no motor vehicle not in regular use, commercial vehicle, construction or like equipment, recreational vehicles, including without limitation; boats, snowmobiles or motorcycles shall be left standing on any driveway or yard, unless aesthetically concealed to prevent view from the roads and street.
- (5) **Accessory Structures.** Accessory structures are not permitted in the front yard or side yard. The height of such accessory structure shall be limited to 15 feet or the height of the primary structure located upon the lot, whichever is less. No construction of any accessory structure shall be commenced until the residence to be located upon the same lot shall be completed.
- (6) **Driveways.** All driveways shall be constructed only of concrete or paving brick and no other material.
- (7) **Signs.** No commercial signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than nine (9) square feet advertising the property for sale or rent, or signs used by the marketer to advertise the property during construction and sales.

ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept provided they are not bred for commercial purposes. Said dog, cats, and household pets must generally be kept inside the house and are not allowed to roam uncontrolled on the premises for more than five minutes per day. All dogs must be leashed.

NO TOWERS. No derrick or other structures designed for oil or gas boring shall be erected, placed or permitted on any lot on said subdivision.

DURATION. The covenants and restrictions of this declaration shall run with and bind the land for a term of thirty (30) years from the date this declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

AMENDMENT. This declaration may be amended by the Developer without the consent of any other owner until four of the lots in the Premises are sold and also any time by an instrument signed by two-thirds (2/3) of the owners of the Premises. Any amendment must be recorded in the office of the Wilkin County Recorder.

FENCES. No fences may be constructed to a height which exceeds four (4) feet high. With the exception of split rail fences as hereafter provided for, no fences are allowed on the front one third (1/3) of any lot. A split rail design fence, no more than three (3) feet high, may be constructed on the front one third (1/3) of any lot, but may not be constructed within ten (10) feet of the front lot line.

UTILITIES. Temporary telephone, electrical and cable television overhead lines shall be permitted until permanent underground facilities are installed. Otherwise, all overhead lines shall be prohibited except during emergencies and repairs. Utility easements shall be provided for each lot.

RIGHT TO ENFORCE The Covenants shall run with the land and bind the present owner or owners, their heirs, executors, administrators, successors and assigns, and all parties claiming by, through or under them, do hereby agree and covenant with all of the other lot owners in the Premises, their heirs, executors, administrators, successors and assigns, and with each of them, to conform to and observe said Covenants as to the use of said lots hereby restricted. No Covenant, however, shall be personally binding on any person except in respect to breaches committed during his, her or their ownership of the particular property upon which such violations occurred. For any violation of the Covenants, the owner or owners of any lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, or prevent the breach of or to enforce legal action for damages against the offender only. Failure of the Developer or the owner of any lot, or lots, to enforce any of the Covenants at the time of the violation, shall in no event be deemed a waiver of the right to do so thereafter. All parties are put on notice that a violation of these Covenants may not necessarily be remedied by resort to governmental or criminal enforcement. Normally, the only remedy for violation of these Covenants will be a civil remedy.

WAIVER No delay or omission on the part of the Developer or the owners of any lots in the Premises in exercising any right, power or remedy herein provided, in the event of any breach of the Covenants, shall be construed as a waiver thereof or acquiescence therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer for or on account of his failure to bring any action on account of any breach of these Covenants or for imposing restrictions herein which may be unenforceable by the Developer or any other party.

SEVERABILITY In the event any one or more of the foregoing Covenants is declared for any reason by a court of competent jurisdiction to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the Covenants not declared to be void or unenforceable, but all of the remaining Covenants not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

DEVELOPER'S TEMPORARY RESIDENCE Notwithstanding anything to the contrary in these Covenants, so long as the Developer owns any lot within the Premises, the Developer may occupy and live on said lot by the use of a 5th wheel trailer, trailer home, motor home or other temporary residence.

HEADINGS Headings included in these restrictions are for convenience and reference only, and shall not constitute a part of these Covenants for any other purpose.

Dated this 22 day of July, 2015.

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DEVELOPER:


James P. Tillmann

STATE OF North Dakota)
COUNTY OF Richland)SS

On this 22 day of July, 2015, before me personally appeared James P. Tillmann, known to me to be the person who is described in and that executed the within and foregoing document, and acknowledged to me that he executed the same.


Notary Public
My Commission Expires:

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7/22/2015

SHEILA M. LARSON
Notary Public
State of North Dakota
My Commission Expires May 4, 2021