

Joyce Anderson

IMAGED CB *[Signature]*

JOYCE ANDERSON
COUNTY RECORDER
REDWOOD FALLS MN 56283
Fee amount: of \$46.00 - *alist*



RESTRICTIVE COVENANTS

The undersigned being the owner in fee simple of that certain real property as hereinafter described, do hereby agree and bind themselves, their assigns and representatives, that the following restrictions, limitation, easements and covenants shall be binding on all purchasers of the lots described herein, their heirs and assigns, as follows:

1. Purpose. The purpose of these restrictions is to insure the use of the property as hereinafter described for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of said property, and to maintain the desired tone of the area, and thereby to insure to each lot owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners.

2. Property Subject to Restrictions. The property subject to these Restrictive Covenants is legally described as follows:

All of Block 1, Block 2, and Block 3 of the Prairie Knoll Addition to the City of Redwood Falls, Redwood County, Minnesota, located in that part of the Southeast Quarter (SE1/4) of Section Six (6), Township One Hundred Twelve (112) North, Range Thirty-five (35) West of the Fifth Principal Meridian lying south of the center of the ditch originally designated as County Ditch No. 4 (the "Property").

3. Restrictive Covenants.

(1) Residential Property. The Property is intended for use as residential property. Homes shall be single-family residences. Inclusion of a guest or relative apartment within the residence is permitted. Duplexes, town houses and multi-family dwellings are specifically prohibited. All houses will have two or three car garages attached to and made a part of the dwelling. All garages shall be at least 24' x 24' in size.

(2) Home construction rules. Definitions of construction methods:

(a) Stick-built home - A home built entirely on site except for common components such as window units, pre-hung doors, floor joists and roof struts.

(b) Pre-cut home - A home built from components that are cut to size off site and assembled on site.

(c) Panelized home - A home built with walls (or panels) that are built off site and assembled on site.

(e) Modular home - A home built from two or more units (or box modules) that are built off site, including some wiring and plumbing. Modules are trucked to the site and positioned and assembled on a foundation on site.

(f) Mobile home - A home built off site on one or more mobile chassis, trucked to the site and assembled on a temporary or permanent foundation on site.

(g) Pre-fab and/or manufactured home - Terms often used to designate any construction method that involves use of major components built off site.

(3) Approved methods of home construction. Stick-built, pre-cut, modular and panelized construction methods are the only methods approved for homes built in the Property, provided, however, the selected method contains a roof pitch of 6/12 and contains a two foot roof overhang. Mobile home construction method is specifically prohibited. The only exceptions to this paragraph will be that a house trailer or field office may be used by a builder or contractor during the construction of a homes in the Property.

(4) Square footage. All houses shall have a minimum of 1,400 square feet of living space measured on the exterior of the foundation walls and such space will NOT include any garages, patios, porches or storage space to meet these requirements. The distribution and quantity of living space on each floor of the house shall be at the discretion and approval of the purchaser, builder or contractor.

(5) Approved exterior materials.

(a) Earth tone materials. Earth tone materials are materials that blend in with the environment of the surrounding area.

(b) Exterior materials. The exterior finish of all residences and garages constructed on the Property shall be of any of the following materials and finishes only: (i) dressed brick or quarried stone; (ii) exterior sidings of masonite, vinyl, natural wood, steel, cement composite, or drivet of an earth tone nature; or (iii) any combination of the above. Exterior paint and/or stain shall be of an earth tone color. One quarter of the front of all residences and garages constructed on the Property shall contain an exterior finish consisting of dressed brick or quarried stone.

(c) Roofing materials. Roof material may include asphalt, fireproof shake, tile, slate or steel. Roofing material color shall also comply with the "earth tone nature" requirement.

(d) Future materials. Newly-developed materials may be added to the acceptable materials list as long as they meet the earth tone nature requirement.

(6) Land use.

(a) No trees shall be permitted within any easement specified on the plat of the Prairie Knoll Addition.

(b) With the exception of ornamental fencing, no owner shall erect any fencing in the front yard of any lot.

(c) All driveways will be completely finished with concrete.

(d) No owner shall erect any individual mailbox.

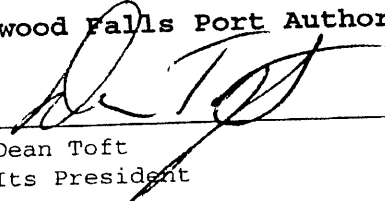
4. Enforcement. The right of enforcement of each of these Restrictive Covenants is severally vested in the owners of each of the lots described in paragraph 2 or the developer. Any owner of any lot shall have the right at any time to compel compliance with said Restrictive Covenants, or to prevent the violation of any of them by the proper institution of an action at law or in equity for injunctive relief.

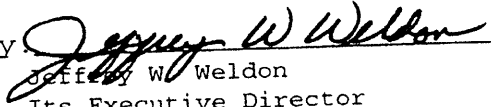
5. Severability. Should any provision of this instrument be declared void or inoperative by any Court of competent jurisdiction, or should more strict provision apply by any City Ordinance, the remaining provisions shall continue in full force and effect.

6. Duration and Amendment. These Covenants and Restrictions set forth herein run with the land and shall be binding upon all parties hereto, their heirs, representatives, successors, or assigns, and their successors in title or interest, for a period of thirty (30) years from the date of recording, after which time said Covenants shall be automatically extended for one successive period of ten (10) years, unless an instrument signed by the owners of 75% of the lots described in Paragraph 2 has been recorded agreeing to change said Covenants in whole or in part. These Covenants may be amended at any time by an instrument signed by the owners representing 75% of the lots described in Paragraph 2. Said instrument shall be recorded to be valid.

In Witness Whereof, the undersigned has caused this instrument to be executed, this the 19th day of July, 2005.

Redwood Falls Port Authority

By: 
Dean Toft
Its President

By: 
Jeffrey W. Weldon
Its Executive Director

STATE OF MINNESOTA)
) ss.
COUNTY OF REDWOOD)

The foregoing was acknowledged before me this 19th day of July, 2005, by Dean Toft and Jeffrey W. Weldon, the President and Executive Director for the Redwood Falls Port Authority, a municipal corporation under the laws of Minnesota, on behalf of the corporation.



Amy L. Freitag-Kerkhoff
Notary Public

This instrument was drafted by
Stephen P. Thies
Redwood Falls City Attorney
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Redwood Falls, MN 56283
507-637-8663