

Receipt to: Deana Olson
Return to: City of Elkville
PO Box 265
Elkville, MO

**Declaration of Covenants,
Conditions, and Restrictions**
Of
East Side Addition Phase 2

NOW, THEREFORE, the parties hereto and each of them in consideration of the covenants and agreements of the others, hereby covenant, bargain and agree for themselves, their heirs and assigns, as follows.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Declarants declare that all of the described real property and each part of such property shall be held, used, and maintained subject to the following covenants, conditions and restrictions, which constitute covenants running with the land which shall be binding on all parties having any right, title, or interest in the described property or any part of such property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of such property.

If the owners of such lots or any of them, or their heirs or assigns, violate any of the covenants hereinafter set forth, any other person owning real property situated in such subdivision may prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, either to prevent such person or persons from so doing or to recover damage for such violation, or both.

Invalidation of any of these covenants by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

1. All lots shall be residential lots and restricted to such use.
2. No lot shall be used for commercial purposes.
3. No subdivision shall be made of any lot.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a nuisance or any annoyance to the neighborhood.
5. No animals, livestock, or poultry of any kind shall be kept upon any lot except domestic dogs, cats, or other household pets that may be kept provided they are not kept, bred or maintained for any commercial purpose.
6. No sign of any kind shall be displayed to the public view on any lot except those displaying the names of the owners, and except one professional sign of not more than 3' x 3' advertising the property for sale.
7. No sod, soil, sand, or gravel shall be sold or removed from any platted lots except for the purpose of excavating for the construction or alteration of a residence or any appurtenance on said premises thereto or for the proper grading thereof.
8. No outside toilet shall be permitted on any lot.
9. The roof of each dwelling or residence contained within the Subdivision shall have a minimum pitch of 4 to 12.
10. All provisions of current zoning ordinances now in effect or as subsequently amended or adopted hereafter shall become a part of these covenants.
11. "Subdivision" shall be East Side Addition to Evansville, First Addition, Douglas County, Minnesota, according to the duly recorded plat thereof.
12. All lots shall be for residential use for single-family dwellings only. No duplex, townhouse, condominium, apartment building, or other similar multi-family structure shall be constructed upon any lot in phase 2.

13. Any dwelling constructed on a lot shall have not less than 1100 square feet of enclosed living space on the main floor.
14. No lot shall be used for commercial purposes of any kind. Not with-standing the foregoing, (1) an owner or occupant of any lot may maintain his or her personal/professional library thereon, or keep his or her personal or professional records or accounts thereon, or handle his or her personal business by telephone or correspondence therein, provided that such use is incidental to the principal residential use and that such use does not involve externally observable business activity such as deliveries to the lot or visitation by customers or employees; and (2) an owner or occupant may operate a child daycare business out of their dwelling.
15. The Developer may erect and display no more than three professional signs of not more than 8' x 16', advertising lots in the subdivision for sale during the development period.
16. Permanent signs identifying the entrances to the Subdivision may be erected by the Developer.
17. The exterior of any building erected upon a lot must be completed within 12 months of the commencement of construction of said building. The front yard of a lot, this is, that portion of the lawn of the lot lying between the public Street abutting and providing direct access to said lot, and the dwelling constructed thereon, shall be sodded or seeded within 60 days of substantial completion of the dwelling, unless the substantial completion occurs between October 1 and May 1 of any year, in which case such sodding or seeding shall be completed by the following July 1.
18. Any dwelling upon a lot shall contain a minimum of a single garage and a maximum of a triple garage that must be attached to and be part of the dwelling.

19. No owner or occupant of a lot shall allow a motor vehicle to remain on such lot for a period of more than 30 days if such motor vehicle lacks vital component parts or is inoperable condition, unless it is kept in an enclosed garage.
20. No trailer, mobile home, manufactured home, basement home, tent, shack, garage, barn, or out-building shall be used upon a lot at any time as a residence.
21. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All refuse shall be kept in sanitary containers. NO incinerators (burning barrels) allowed.
22. Any building or other structure constructed upon a lot shall, except for windows and doors, be covered with lapped siding, wood shingles, brick, cement, stone, or grooved v-jointed materials for walls. The roof of any structure shall be wood, asphalt, steel or fiberglass. Other building and roofing materials as approved by the Federal Housing Authority of the Housing and Urban Development Department of the United States of America, from time to time, shall also be acceptable. No structure shall utilize galvanized siding or roofing.
23. Private sewage systems shall not be permitted on any lot. Sanitary sewer/water service shall be obtained solely from the City of Evansville. Must comply with city sewer, water, and sump pump regulations and use the intended sump pump connections.
24. All structures require building permit application approval by the Evansville City Council.
25. These covenants shall run with the lots and shall be binding upon all parties hereto, their heirs, successors and assigns.

26. During the Development Period the Developer may, in its discretion, waive the compliance with, in writing, of any restriction or provision herein. (Variance)
27. No lot shall contain any new or used mobile homes.
28. No trucks, commercial type vehicles, semi-tractors or trailers shall be stored or parked on any lot or residential street in the division except while engaged in making a delivery.
29. No fence shall be erected over five (5) ft. in height from normal grade with the exception of deck privacy.
30. For snowplowing purposes, individual mailboxes will not be permitted.
31. All structures shall have a permanent perimeter foundation.
32. Refer to City Ordinance for setback requirements.
33. All established drainage must not be disturbed.
34. Enforcement. Any breach of these Protective Covenants or the existence of any condition in violation of or contrary to these Protective Covenants is declared to be a nuisance and the same shall be abated, removed or otherwise corrected by the Owner of the Lot upon which such breach or violation exists. In the event of such breach or violation, any Owner or Occupant of any other Lot within the Subdivision shall be entitled to prosecute any such breach or violation at law or in equity to seek an injunction preventing such breach or violation or to recover damages for such breach or violation, or both. In any event, the Owner or Occupant seeking to abate the breach or

violation shall be entitles to recover attorney's fees, costs and disbursement from the violation party.

35.Amendment. These Covenants shall run with the land and shall be binding on all parties hereto, their heirs, successors and assigns. These Covenants may be amended in whole or in part at any time by the approval of 66 2/3% of the then Owners of Lots contained in the Subdivision.

CITY OF EVANSVILLE

By Jamie Englund
Jamie Englund, Its Mayor

By Diana K Olson
Diana K. Olson, Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DOUGLAS)

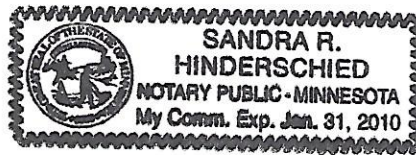
The foregoing instrument was acknowledged before me this 4 day of May, 2009, by Jamie Englund, Mayor, and Diana K. Olson, Clerk, of the City of Evansville, a municipal corporation and political subdivision under the laws of the State of Minnesota.

Sandra R Hinderschied
Notary Public

DOC# A 317124
Recorded
May 15, 2009 AT 01:30PM

Dawn M. Crouse

OFFICE OF COUNTY RECORDER
Douglas County Minnesota
Dawn M Crouse
Fee Amount: \$46.00



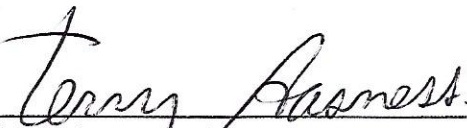
Amendment to East Side Phase 2 Covenant

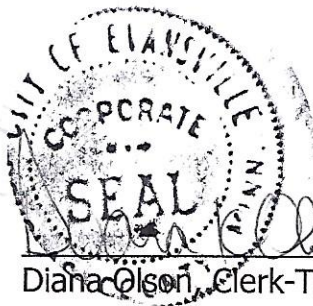
Covenant # 20 shall be amended to read:

The City of Evansville will allow for newly built off site homes, without a permanent chassis, to be moved in. No trailer, basement home, tent, shack, garage, barn, or out-building shall be used upon a lot at any time as a residence. Newly built homes are homes built within 2 years of being moved in and have never been occupied.

Amends Doc: A 317124 , Recorder May 15, 2009

The Evansville City Council approved this change at their meeting on November 14, 2016.


Terry Aasness, Mayor




Diana Olson, Clerk-Treasurer