

**PROTECTIVE COVENANTS**

**AMENDED MARCH 20, 2007 TO INCLUDE ARTICLE III  
MAYBERRY HILLS OUTLOT ADDITION  
TO THE CITY OF ST. JAMES  
WATONWAN COUNTY, MINNESOTA**

**WHEREAS**, the St. James Economic Development Authority (hereinafter the “Declarant”) is the owner of certain real property located in the City of St. James, County of Watonwan, State of Minnesota, comprising of 13.49 acres, being Outlot C, Outlot D, Outlot E, and the East Half (E ½ ) of Outlot B, together with the platted portions of Ninth Street North and Elton Avenue\*, contained therein, in Mayberry Hills Outlot Addition, Watonwan County, Minnesota, (hereinafter “Addition”) for the purpose of maintaining fair and adequate property values, maintaining and continuing the primary use of the Addition as a residential area, and in consideration of the mutual interests of the owners of the real estate described herein, desire to subject the Addition to the covenants, restrictions and easements hereinafter set forth, each and all of which are for the benefit of said property, and each and every parcel thereof, and shall apply to and bind the successors in interest of any owner thereof;

\* and John Thomas Road, (See attached Exhibit “A” for additional legal description)

**NOW, THEREFORE**, Declarant declares that the real property in the Addition 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 Addition**

Single Family Residential Restrictions

Section 101. Mayberry Hills Outlot Addition, described as 13.49 acres, being Outlot C, Outlot D, Outlot E, and the East Half (E ½ ) of Outlot B, together with the platted portions of Ninth Street North and Elton Avenue\*, contained therein, in Mayberry Hills Outlot Addition, Watonwan County, Minnesota, shall be used exclusively for

\* and John Thomas Road, (See attached Exhibit “A” for additional legal description)

private residential purposes. No dwelling erected or maintained within these lots shall be used or occupied for any purpose other than a single-family dwelling.

Section 102. All construction shall be new. No building manufactured or previously used at another location may be moved onto any lot or building site.

Section 103. The exterior of all building or other structures must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, or national emergency. If not so completed, or if construction shall cease for a period of sixty (60) days without permission of the Approving Authority the unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the owner.

### Density and Quality Standards

Section 112. No dwelling shall be erected which, exclusive of porches, patios, decks, and other storage areas, has a gross livable floor area of less than 1,200 square feet with a minimum dimension from front to back of twenty-eight (28’) feet and a minimum dimension of thirty-six (36’) feet from side to side.

Section 113. No dwelling shall have a roof with less than a 4:12 pitch.

Section 114. All dwellings shall have an attached double garage at least 480 square feet in size with a minimum dimension of twenty (20’) feet on the entrance side of the garage.

Section 115. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same lot.

### Living Environment Standards.

Section 121. Each owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or in a specific area. No building material shall be stored on any lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.

Section 122. Within six (6) months after completion of dwelling, all yards and open spaces shall be landscaped and thereafter maintained in lawn or landscape.

## **ARTICLE II**

### **Approving Authority**

Section 201. The St. James Economic Development Authority is hereby designated the Approving Authority with power to delegate or assign such capacity by written instrument signed and acknowledged by St. James Economic Development Authority and filed for record with the Recorder of the County of Watonwan, State of Minnesota.

These covenants may not be Waived.

Section 305. 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 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 or neglect to enforce them.

Right to Enforce the Covenants.

Section 306. These covenants are for the benefit of the Owners, jointly and severally, and of the Approving Authority 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 the Approving Authority, or any combination of them. All costs, including reasonable attorney's fees, incurred by the Approving Authority in conjunction with any successful enforcement proceeding initiated by the Approving Authority (alone or in combination with Owners or the Declarant) shall be paid by the party determined to have violated the covenants.

Duration of Restrictions.

Section 307. The restrictions and other provisions set forth in these covenants shall remain in force until January 1, 2014, 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, is signed by the property owners of at least one-half (1/2) of the lots in the subdivision.

Amendment, Termination and Extension.

Section 308. From time to time any one section of these covenants may be amended or one new Section may be added to these covenants by an instrument signed and acknowledged by the owners of at least one-half (1/2) of the lots in the Subdivision and filed for record with the County Recorder of Watonwan County, Minnesota.

Severability.

Section 309. If any of these covenants shall be held invalid or become unenforceable the other covenants shall in no way be affected or impaired but shall remain in full force and effect.

Action in Writing

Section 310. Notices, approval, consents, applications and other action provided for or contemplated by these covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, application or action.

Notices.

Section 311. Any writing described in Section 310, including, but not limited to any communication from the Approving Authority to an Owner, shall be sufficiently served if delivered by mail or otherwise: a) to the dwelling situated on the lot owned by that Owner; or b) if the Owner has not furnished an address, then to the most recent address of which the Approving Authority has a record.

Applicable Law.

Section 312. This agreement shall be interpreted under and in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, THE St. James Economic Development Authority has executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, 2005.

St. James Economic Development Authority

\_\_\_\_\_  
Paul Nordstrom, Chair

\_\_\_\_\_  
Betsy Herding, Secretary

STATE OF MINNESOTA            )  
  )SS  
COUNTY OF WATONWAN        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by Paul Nordstrom as Chair and Betsy Herding as Secretary of the St. James Economic Development Authority.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

Legal description also known as Lots One (1), Two (2), Three (3), Four (4), and Five (5), Six (6), Eighteen (18), Nineteen (19), Twenty (20), and Twenty-one (21), Block Three (3); Lot One (1), Block Four (4); Lots One (1), Two (2), Three (3), Four (4) and Five (5), Block Five (5); Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), Block Two (2), together with the platted portions of Ninth Street North, Elton Avenue and John Thomas Road, adjoining said lots; all in Mayberry Hills Fifth Addition, City of St. James, Watonwan County, Minnesota.

**AMENDMENT TO PROTECTIVE COVENANTS  
AMENDS DOCUMENT 201024 RECORDED ON 8/2/05  
ADOPTED MARCH 20, 2007  
ASSESSMENTS FOR FUTURE DEVELOPMENTS  
ARTICLE III**

Assessments for future developments

Section 301. Lot 1, block 4; lot 5, block 3; lot 1, block 3; and lot 1, block 1 assessments for future developments will be assessed to those developments at the time of development; not to the above indicated lots.

Duration of Restrictions.

Section 302. The restrictions and other provisions set forth in this covenant, Article III, shall remain in force January 1, 2014, 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, is signed by the property owners of at least one-half (1/2) of the lots in the subdivision.

IN WITNESS WHEREOF, THE St. James Economic Development Authority has executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, 2007.

St. James Economic Development Authority

\_\_\_\_\_  
Paul Nordstrom, Chair

\_\_\_\_\_  
Molly Westman, Secretary

STATE OF MINNESOTA            )  
  )SS  
COUNTY OF WATONWAN        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Paul Nordstrom as Chair and Molly Westman as Secretary of the St. James Economic Development Authority.

\_\_\_\_\_  
Notary Public