

**DECLARATION OF RESTRICTIVE COVENANTS  
AND RESERVATION OF PUBLIC UTILITY EASEMENTS**

Robert T. Olson and Helen M. Olson, husband and wife, of Hawley, Minnesota, owners  
of:

**Blocks One (1) to Eight (8), inclusive, of PRAIRIE HILLS ESTATES  
ADDITION to the City of Hawley, Clay County, Minnesota according to the  
certified plat thereof (herein "the premises"),**

hereby declare that in order to protect the community and the individual lot owners, all of said premises shall be subject to the restrictions and conditions hereinafter set forth and that such restrictions and conditions 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 said restrictions and conditions 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 until thirty (30) years after the date this Declaration is recorded, on which date these covenants, conditions, reservations and restrictions shall be automatically extended for a term of ten (10) years and thereafter in successive ten (10) year terms unless on or before the end of any such extension period or the initial period by vote of a majority of the then owners shall by written instrument, duly recorded, declare a termination, change or modification of these restrictive covenants and conditions, which amendments shall be effective at the start of succeeding ten year term. These covenants and conditions may be amended at any other time only upon the written agreement of the persons who own at least one hundred (100) Lots. Although these covenants, conditions, reservations and restrictions may expire, any and all remedies for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to expiration, shall survive such expiration.

1. DEFINITIONS. For purposes of these declarations, restrictive covenants and reservation of public utility easements, the following definitions shall apply:

- (a) Developer - shall refer to Robert T. Olson and Helen M. Olson, their heirs and assigns.
- (b) Prairie Hills Estates Addition to the City of Hawley is more particularly described as follows:

**A part of the Northeast Quarter, Section 2, Township 139 North, Range 45 West, Clay County, Minnesota described as follows:**

**Beginning at the southwest corner of said Northeast Quarter; thence North 00 degrees 24 minutes 11 seconds East, assumed bearing along the west line of said Northeast Quarter, a distance of 2616.29 feet to the northwest corner of said Northeast Quarter; thence North 88 degrees 24 minutes 01 seconds East 1590.90 feet along the north line of said Northeast Quarter; thence South 22 degrees 17 minutes 04 seconds West 581.54 feet; thence South 00 degrees 28 minutes 34 seconds West 267.89 feet; thence North 89 degrees 44 minutes 21 seconds East 307.70 feet; thence South 15 degrees 08 minutes 20 seconds East 375.35 feet; thence South 07 degrees 14 minutes 05 seconds West 129.63 feet; thence South 24 degrees 02 minutes 11 seconds East 162.85 feet to the west line of the East 780.00 feet of said Northeast Quarter; thence South 00 degrees 01 minutes 31 seconds West 119.86 feet along the West line of the East 780.00 feet of said Northeast Quarter to the north line of the South 1060.00 feet of said Northeast Quarter; thence North 88 degrees 52 minutes 11 seconds East 54.45 feet along the north line of the South 1060.00 feet of said Northeast Quarter; thence South 00 degrees 01 minutes 16 seconds West 570.86 feet; thence South 68 degrees 31 minutes 18 seconds East 188.63 feet; thence North 88 degrees 36 minutes 44 seconds East 269.54 feet; thence South 00 degrees 01 minutes 31 seconds West 153.98 feet; thence South 88 degrees 52 minutes 11 seconds West 165.03 feet; thence South 00 degrees 01 minutes 31 seconds West 264.05 feet to the south line of said Northeast Quarter; thence South 88 degrees 52 minutes 11 seconds West 2176.07 feet along the south line of said Northeast Quarter to the point of beginning.**

**Containing 106.93 acres. Subject to easements, restrictions or reservations of record, if any.**

**2. LAND USE AND BUILDING TYPE.**

The use of all Lots included in the premises shall conform to zoning ordinances of the City of Hawley. All Lots included in the premises, except Lot 11 in Block 1, Lot 8 in Block 7 and Lot 1 in Block 8, shall be used for single family and townhome residential purposes only. No building or structure intended for or adapted to business purposes and no apartment house, lodging house, rooming house, hospital, sanitarium or professional office, or other multiple family dwellings shall be erected, placed, permitted or maintained on any Lot included in the premises or on any part of such lot. No improvement or structure whatsoever other than a private dwelling house or townhome, patio walls, swimming pool, and customary outbuildings, garages, and fences subject to limitations herein set forth may be erected, placed or maintained on any Lot in the premises. Twin homes may be constructed on Lots 11 to 13 in Block 2, Lots 10 to 13 in

Block 3, Lots 1 to 5 in Block 6, and Lots 2 to 8 in Block 8. The curb cuts for driveways accessing the twin homes built on Block 6 shall provide access to Terrace Lane. Lot 11 in Block 1, Lot 8 in Block 7 and Lot 1 in Block 8 have been designated for use as parks.

3. **DWELLING SIZE, QUALITY AND DRAINAGE.**

- (a) No building shall be erected on any lot unless the design, location, materials and workmanship are in harmony with existing structures and locations in the residential portions of the premises and such building must conform to these restrictive covenants.
- (b) No dwelling structures shall be erected, altered, placed or permitted except in compliance with all set back requirements and area lot coverage mandated by the zoning ordinances of the City of Hawley as existing on the date of construction. Any variance shall require the approval of the Developer and the City of Hawley.
- (c) All dwellings constructed on the lots included in the premises shall meet the following *minimum* square footage requirements on the main floor, unless waived in writing by Developer:

<u>Dwelling Type</u>	<u>Main Floor Area</u>
Rambler . . . . .	1200 square feet
Bilevel . . . . .	900 square feet
2 Story . . . . .	900 square feet

The above stated *minimum* square footage requirements do not include basements, garages, decks, or porches.

- (d) All plans and specifications of each dwelling house and appurtenant structure including garages, outbuildings and require approval of the developer. Such plans shall include (1) one completed set of house plans which shall specify the proposed construction materials, the roofing materials, the exterior finishes and color; and (2) one site plan which shall include drainage plans, and the location of all buildings and structures, driveways, and sidewalks. The plans shall be delivered to Developer in care of First National Bank at 1018 Hobart Street Hawley, Minnesota 56549. Developer may grant variances from literal compliance with these restrictive covenants in writing. In the event that developer does not disapprove any plan within fifteen (15) working days from the day

developer has acknowledged, in writing, receipt of said plans, said plans shall be considered as approved. No construction shall be permitted during the fifteen (15) day review period. Requirement for pre-approval of plans by the developer shall cease and become null and void when all Lots in Prairie Hills Estates Addition are improved and occupied or not later than 30 years after the date this Declaration is recorded, whichever occurs first.

- (e) The topography of the Lots in the premises includes rolling hills which the Developer believes will enhance this Addition's charm and marketability. For this reason, the Developer will not approve any site plan on any Lot which significantly alters the Lot's topography. The determination of whether and to what extent the topography may be altered shall rest in the sole and exclusive discretion of the Developer. The storm sewers are located in the street and care must be maintained in creating grades that will permit the flow of storm water to the streets via side yards. Drainage ways shall conform to requirements of the City of Hawley and of all lawful public authorities, including the engineer or other appropriate authority of Clay County, Minnesota having jurisdiction thereof.
- (f) Each lot owner shall plant one (1) maple or shade ash tree on their front lawn. The tree shall have a diameter of not less than 1½ in. and shall be a minimum of six (6) feet tall.
- (g) No mobile homes or modular homes shall be placed or erected upon any Lot without the written permission of the Developer.

4. **CONSTRUCTION TIME AND REQUIREMENTS.**

Construction of all primary structures shall be substantially completed within six (6) months after issuance of any building permit for the structure. The Lot shall be seeded for grass or sodded within one year following the owner's occupancy of the primary structure located on the Lot. Until the Lot is seeded for grass or sodded, the owner of the lot shall maintain the property in a condition free of noxious weeds and if the owner fails to do so, the developer may maintain the property and the cost of such work shall be paid by the owner. No outside storage of building materials shall be permitted on any lot after the six (6) month construction period. No such construction activities shall be deemed to constitute a nuisance or a violation of this

Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion within the time prescribed herein, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. No construction activities shall be carried on in such a way as to create a health hazard or unreasonably interfere with the use and enjoyment by any lot owner or his family. No portion of the premises may be stripped of natural vegetation unless in connection with construction of improvements or installation of landscaping within such portion of the premises. If such construction or installation has not commenced within a reasonable time after the natural vegetation has been stripped, appropriate steps shall be taken by the lot owner to prevent erosion or blowing of soil from the premises.

5. **GARAGES AND OUTBUILDINGS.**

No garage or outbuilding shall be used for any purpose except in connection with the residence constructed on the lot. All dwellings shall have an attached garage capable of storing a minimum of two conventional automobiles. The design and location of all outbuildings for storage and otherwise shall be approved by the developer.

6. **OCCUPANCY.**

No private dwelling or townhome erected upon any lot shall be occupied in any manner while in the course of construction nor at any time prior to full completion. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, recreational vehicle or other temporary structure shall be placed or erected upon any lot unless approved by the developer.

7. **VEHICLES.**

No commercial vehicles, construction equipment, mobile homes or travel trailers of any kind shall be permitted on any lot unless first approved by the developer and kept in a garage completely enclosed. Motor homes, travel trailers, boats, snowmobiles and like vehicles may be parked and stored on the premises but only if they are parked and stored on a hard surface (not grass, gravel or dirt) behind the front house line and are parked or stored in a garage completely

enclosed or in a manner which screens them from view from the street and the lot owner's neighbor.

8. **TANKS AND OTHER STORAGE.**

No elevated tanks of any kind shall be erected, placed or permitted on any part of the premises or Lots located therein. Any tanks used in connection with any residence shall be located inside of the primary structure or shall be buried or walled sufficiently to conceal them from view from neighboring Lots, roads and streets. Plans for all enclosures of this nature must be approved by the developer prior to construction.

9. **RADIO AND TELEVISION ANTENNAE AND SATELLITE DISHES.**

There shall be no free standing exterior microwave towers, television or radio antennas or satellite dishes. All such towers, antennae and satellite dishes shall be attached to the roof of the primary structure and shall not extend more than three feet of the primary structure's roof line.

10. **NUISANCES.**

No lot shall be used in whole or in part for storage of rubbish or debris of any kind whatsoever nor for the storage of any property or things that will cause such lot to appear untidy, unclean or obnoxious to the human eye; nor shall any substance, thing or material be kept on any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such premises without the prior written approval of the developer. Except as it may be necessary for collection, all garbage, rubbish and debris and containers for the same shall be, at all times, concealed from view.

11. **SIGNS.**

No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any lot or improvement except as herein expressly permitted or approved in writing by the Developer. A name and address sign used solely for the purpose of identification of dwelling house occupants may be placed on the lot by said occupants provided the design of the sign is approved by developer prior to installation. No flashing or moving signs shall be permitted. The provisions of this paragraph may be waived by the developer only when

in its discretion the same is necessary to promote the sale of property in the premises area or promotion of the premises. The developer may erect, place and maintain such sign structure or structures as it deems appropriate for the operation or identification of the subdivision.

12. **NO HAZARDOUS ACTIVITIES.**

No activities shall be conducted on the premises and no improvements constructed on the premises which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the premises; and no open fires shall be lighted or permitted on the premises except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well designed interior fireplace. No burning of rubbish on the lot shall be permitted.

13. **NO TEMPORARY STRUCTURES.**

No tent or shack or other temporary building, improvement or structure shall be placed upon the premises, except that temporary structures, including but not limited to construction trailers, necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of developer, such approval to include the nature, size and location of such structure.

14. **FENCES.**

Fencing is permitted within the perimeter of each Lot but no fence or fence post shall exceed six feet in height. The foregoing notwithstanding, no galvanized fencing shall be allowed except in connection with the construction of pet kennels which shall be located only in the back yard of the Lot.

15. **REMOVAL OF DIRT.**

When excavating for structures, leveling of Lots or doing any dirt work, no earth or soil shall be removed from the premises except with the written consent of the developer and then only to such places as may be directed by such written consent.

16. **SUBSEQUENT TRANSFERS.**

No house or structure shall be moved in or on any of the Lots located in the premises and no structure when once erected shall be at anytime altered or changed so as to permit its use in any manner which would be in violation of these restrictions and conditions.

17. **EASEMENTS.**

Easements are established for the installation and maintenance of public utilities. These easements for public utilities in the premises are hereby dedicated and made a part hereof as easements and restrictions on the use of property in the premises. Within these easements, no structure, planting or other materials shall be placed or permitted to remain or interfere with the installation and maintenance of public utilities except as permitted by the public utility using such easement. The easement area and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible. Perpetual easements for the above and within described premises are granted over, across and under the respective Lots and parcels of land in the plat of Prairie Hills Estates Addition filed and recorded with the office of the Clay County Recorder on **September 7, 2002** as **Document No. 565705**, and which are made a part hereof as is fully set forth herein.

- (a) Once the installation of such utilities including electricity, gas, water, telephone, sanitation, sewer, storm sewer, and cable television is completed with respect to a particular lot, the exact location of installation shall be established and other utilities easements shall be released as to that portion of the lot not used.
- (b) All claims for damages, if any, arising out of the construction, maintenance and repair of the utilities or an account of temporary or other inconvenience caused thereby against the developer or any utility company or municipality or any of its agents or servants are waived by the owners. Developer reserves the right to change, lay out new or discontinue any street, avenue, or way shown on the plats of the development not necessary for ingress or egress to and from a lot or premises, subject to the approval of the appropriate governing authority of the City of Hawley if such approval is required.

18. **MORTGAGES.**

The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots in the premises, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any mortgagee or trustee

or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

19. **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, conditions, reservations, or restrictions herein contained, 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 its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions or for imposing restrictions herein which may be unenforceable by the developer or any other party.

20. **RIGHT TO ENFORCE.**

The restrictions set forth 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, shall hold and hereby agree and covenant with the owners of said Lots, their heirs, executors, administrators, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots hereby restricted and construction of improvements thereon. No restriction, however, shall be personally binding on any person except in respect to breaches committed during his or their ownership of the particular property upon which such violations occurred. For any violation of the restrictions herein set forth the owner or owners of any Lots shall have the right to sue for and obtain an injunction, preventive or mandatory, to prevent the breach of an obligation, or to enforce the performance of an obligation, or to maintain a 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 restrictions herein set forth at the time of the violation, shall in no event be deemed a waiver of the right to do so thereafter.

21. **DEDICATED RIGHT.**

The premises shall be subject to any and all rights and privileges which the City of Hawley or the County of Clay or State of Minnesota may have acquired through dedication or the filing or recording of maps or subdivision plats as authorized by law and provided further that no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any

