

Windcliff

Covenants

260726

STATE OF MINNESOTA
County of Wabasha
Office of County Recorder

This is to certify that the within
instrument was filed for record
in this office at Wabasha, on the
10th day of November A.D. 2003
at 10:30 o'clock A. .m. and
that the same was duly recorded
in Wabasha County Records.

JEFFERY R. AITKEN

County Recorder

By Jeffery R. Aitken

"Windcliff" Subdivision
RR 3 Box 187A
Lake City, MN 55041

Declaration
Establishing Protective Covenants
For
"Windcliff" Subdivision -Lots 1 through 45,
Township of Lake, Wabasha County, Minnesota

Rodger H. & Sylvia A. Brown, (hereinafter referred to as the Declarants) are the owners of the following described land:

See Exhibit "A" For Legal Description

which Declarants are developing as a residential subdivision, known as "Windcliff."

The Declarants, for the benefit of the land described on said Exhibit "A" and its present and future owners, hereby imposes upon the land described on Exhibit "A", the following conditions, restrictions, covenants and charges which shall run with the land and be binding upon and inure to the benefit of the owners thereof, their heirs, successors, administrators, grantees, assigns, mortgagees and lessees for a period of time as described in paragraph 20 below.

Jeffery R. Aitken Wabasha Co. Recorder

Date Received 11/10/03

Amount Paid Cash Ck No 10055 Chg

Well Certificate Amt. Pd. 20.⁰⁰

Return To Rodger Brown

RR 3 Box 187A
Lake City, MN 55041

Windcliff Covenants Rev. 1

1. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot except a single dwelling house, together with a garage designed to accommodate a minimum of two (2), automobiles, but not more than four (4) automobiles. One outbuilding shall be permitted on each lot. All such outbuildings shall have a maximum size of 1200 square feet (as per Wabasha County zoning restriction). To the greatest extent possible all outbuildings shall be screened from view from any public road or street. No outbuilding shall be erected between the dwelling house and the public roadway serving the house. The exterior of all outbuildings shall be of the same architectural style and design as the main dwelling house and shall be constructed of the same color used on the exterior of the dwelling house.

No garage or outbuilding may be constructed on any lot before construction of the main dwelling thereon is commenced and shall be removed if completion of the main dwelling is not finished within one (1) year of the date of commencement of its construction. No parcel or any structure shall be used for any purpose other than private residential use except as permitted in paragraph four (4) of these covenants.

2. Residences shall be of the following minimum square footage for foundation and total areas, exclusive of open porches, garages, basements, storage areas, terraces and patios:

<u>Residence Type</u>	<u>Minimum Foundation Area</u>	<u>Minimum Total area</u>
Single Story	1,500 square feet	1,500 square feet
Two Story	1,400 square feet	2,200 square feet
Multi-Level	1,400 square feet	2,200 square feet
Split Level	1,400 square feet	2,200 square feet

Upon request, the Declarants shall have the power to grant exceptions to the above minimum square footage requirements on a discretionary and case by case basis. In reviewing such a request, the Declarants may consider the following factors as they relate to the proposed house: square footage, architecture, style, proportion, quality, aesthetic appeal, orientation, shape, dimensions, balance, location on the lot, and the general relationship to the lot and the subdivision. If the Declarants grant such an exception, the exception is applicable only to the minimum square footage requirements. All other portions of the Covenants including paragraph 16 would still have to be complied with. In no case shall the Declarants lower the above minimum square footage requirements by more than 10%.

No structure shall exceed an overall height of thirty five (35) feet above the average pre-existing ground level, nor exceed any height restrictions imposed by local residential ordinances.

An owner shall not be permitted to move, erect or locate any geodesic dome type home, trailer home, or mobile home, or any other structure onto any lot. No pre-existing home shall be moved onto any lot. No factory manufactured home or pre-fabricated home shall be built or placed onto any lot without first obtaining the written approval of the Declarants.

All buildings shall be constructed of new and durable materials. The exterior of all structures shall be done in earth tone colors, brick, stone, cement board, horizontal steel siding that resembles clap board and stucco.

All lots and premises, whether vacant or upon which a dwelling is constructed, shall be kept up and maintained in a manner conforming with well kept and maintained lots upon which dwelling are located in the subdivision and shall be kept free of weeds, brush and other debris at all times. During the period of time between the purchase of the lot and the period of construction, the grass, weeds and brush must be mowed at least twice yearly and the lot must be kept free of debris. The lots (1 - 45) described in Exhibit "A" shall not be further subdivided.

3. No trailer, basement, tent, shack, garage, barn or outbuilding shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character, Quonset type building, or coach, be erected or located on any premises.
4. There shall be no commercial building or businesses conducted upon any lot, except that it shall be permissible for owners and residents to conduct a business and have an office in a home so long as the same does not change the residential character of the premises, and so long as there are no signs indicating the home is being used as an office, other than those permitted in paragraph thirteen (13) of these covenants, and not more than two (2) outside employees are employed in the operation of any office or business.
5. No animals (except dogs and cats as noted below); including but not limited to cows, horses, pigs, hogs, swine, goats, sheep, llamas, ostrich, poultry, fowl and exotic pets may be kept on any lot. Dogs and cats may be kept on the premises only as domestic pets and no animal shall be kept for any commercial purpose. Any structure built to house animals must be of sound design and must be properly maintained. All animals shall be restricted and not allowed to run at large. The raising of coon hounds, pit bull terriers or snakes, or harboring the same upon such lots shall be prohibited, either as a pet or otherwise. The Declarants shall have complete discretion to promulgate general rules and regulations regarding the keeping of animals and domestic pets and may condition or limit the keeping of such animals and domestic pets as to the number of animals, length of time and in any other way it considers necessary or desirable. Any pen, cage, or shelter for a pet or animal must be located no more than twenty (20) feet from the house.
6. No contaminated or polluted dirt, soil, sand, gravel or fill shall be brought onto any lot.
7. Any fuel tanks, or other tanks, maintained above ground shall be screened from view by the public and adjoining property owners and shall not be visible from any public road or street. The screening may be fencing, plantings, or natural topography.

Any lot owners that keep on the premises any truck, trailer, house trailer, camp trailer, mobile home, boat or boat trailer, recreational vehicle, snowmobile, snowmobile trailer, motor bike, all terrain vehicle, log splitter, woodpile, etc., shall store the same in their attached garage or outbuilding.

No motor bikes, snowmobiles, all terrain vehicles or other noisy vehicles shall be operated on any lot other than for: bona fide use in performing maintenance or repairs on the lot or to bring said vehicles to an enclosed point of storage. Excessive noise from any vehicle, equipment or other source found to be objectionable to neighbors is strictly forbidden in order to maintain the peace and serenity of this rural neighborhood.

To the greatest extent possible, all garages and outbuildings shall be designed and constructed so that primary vehicle entrance door (s) are not visible from and do not face onto any public street or road.

The Declarants strongly encourages the placement and or installation of outdoor fixtures, personal property, or external ornaments in the rear of any lot, away from public view. This includes but is not limited to: clotheslines, bird baths, large satellite dishes, swing sets, jungle gyms, lawn ornaments, animal replicas, "pink flamingos", tents, swimming pools etc.

No murals on the exterior of any structure shall be permitted.

Yard lights and pole lights are not allowed. Exterior lights on the house, garage, and/or outbuildings are permitted, however, lot owners are encouraged to mount their exterior lights so that they point downward thus illuminating the immediate area while minimizing the light visible to other lot owners. Lampposts to illuminate driveways, sidewalks, and walking areas are permitted.

8. All utility, fiber optic, and transmission lines including, but not limited to, those for electric, gas, telephone, data transmission, and cable television shall always be installed below the surface of the ground.
9. No parcel or lot shall be used or maintained as a dumping ground for rubbish, garbage, compost, old lumber, old appliances or unlicensed vehicles. Trash or any other waste material incidental to residential use shall not be kept except in sanitary containers. All such containers shall be kept in an enclosure. No containers may be kept at curbside of a public road servicing the lot except on the day the garbage is to be picked up for removal by a disposal company. Unlicensed vehicles shall be housed in a garage or outbuilding at all times.
10. All lots are subject to easements, access ways and road rights-of-way as described on the Plat Map and/or other recorded instruments and no lot owner shall interfere with said rights so as to prohibit their operation or use. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the use of such easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot. No lot owner shall provide public or private access to land outside of the lot herein described. In addition, there will not be any other access to the Windcliff Subdivision, public or private land, except for the access via Windcliff Road.

Each lot must have an approved primary and secondary septic drain field site identified in order to obtain a building permit. No buildings or other structures will be allowed to interfere with either septic site as per Wabasha County Zoning and Minnesota State Regulations pertaining to on-site septic systems.

11. Declarants are required by Wabasha County to have a comprehensive water drainage and soil erosion prevention plan for the subdivision. No owner or resident shall do anything which would interfere with or change the operation of this plan, this includes but is not limited to, building upon, obstructing, altering, filling, or excavating or planting in, any pond easements, water drainage ditches, water runways, water culverts, berms, or grass seedings. Information about the approved comprehensive water drainage and soil erosion prevention plan may be obtained from the Declarants.

No owner or resident shall cause or permit any sewage or other noxious or offensive matter to drain onto any land or into any ponding area within the subdivision.

12. Exterior antennae including satellite dishes in excess of 18 inches in diameter shall not be placed on any building or lot. No free standing or guyed wire towers shall be allowed on any lot.
13. No signs of any kind shall be displayed to the public view on any lot, except one professional sign if not more than one square foot, one sign if not more than five square feet advertising the property for sale or rent or signs used by the developer to advertise the property during the initial sales period. Signs of a temporary nature, including election campaign signs, garage sale signs and signs for parties may be permitted but must be removed by the lot owner immediately after serving the intended purpose. Temporary signs shall not be more than two feet square.

14. Any notice required to be sent to any member or owner by the provisions of this Declaration shall be deemed to be properly sent when mailed postpaid to the last known address of the person who appears as an owner on the records of the Declarants at the time or on the records of the County Auditor at the time of such mailing.
15. Invalidation of any of the covenants, restrictions, or conditions of this Declaration by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
16. No building, house, garage, outbuilding, or other structure, shall be built or placed on any lot without first submitting written house and site location plans to Declarants and obtaining prior written approval of the plans from the Declarants. Approval of these plans shall not be unreasonably withheld and shall be promptly given or refused.
17. Any structure to be erected on any lot must be erected and completed within (12) months after commencement of the excavation or construction thereof and no dwelling shall be occupied until a Certificate of Occupancy is obtained and the exterior is completely finished. If any structure or landscaping is not completed within the above prescribed time periods and in the judgment of the Declarants, at its option, may take such steps as may be necessary, in its judgment, to improve the appearance so as to make the property harmonious with other properties in the subdivision, such steps including the completion of the exterior of the structure, screening or covering the structure, or any combination thereof or similar operations; and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by action at law.

Landscaping plans will be submitted to Declarants for approval. All landscaping of the front of the property shall be completed in a timely manner, no later than one year after receiving Certificate of Occupancy.

18. The Windcliff Plat contains (2) Outlots known as Outlot A and Outlot B. These Outlots were created by Declarants for the benefit of the lot owners of Windcliff Subdivision. The Declarants have also created Windcliff Home Owners Association to own, manage and maintain the Outlots for the lot owners who automatically become members in the association upon purchase of a lot. The Outlots are subject to a Declaration of Protective Covenants and the Windcliff Home Owners Association is governed by a set of bylaws. The rights and obligations of lot owners with respect to the Association and the Outlots are set forth in the bylaws of Windcliff Home Owners Association. The forested areas in Outlot A will use the DNR Woodland Stewardship Plan # 5341297 to manage this area.
19. The Declarants or any other future Owners of a Lot shall have the right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, either to restrain violation of or recover damages, or both, and the prevailing party shall be awarded reasonable attorneys fees and court costs in connection therewith. Failure by the Home Owners Association or by any Owner to enforce any Covenants, Conditions and Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.
20. The above covenants, conditions and restrictions shall run with the land and be binding upon all parties and persons claiming by, through, and under them. The Declarants shall remain in control of the Covenants as long as Declarants have any ownership interest in the land described in Exhibit "A" and until Declarants have received full and final payment thereof. Thereafter these covenants shall renew automatically for successive periods of five (5) years unless within thirty (30) days before or after anniversary date of any of the aforementioned renewals, the then owners of at least 60% of the lots execute, sign and file an agreement to the contrary.

21. All swimming pools, hot tubes, etc. that are at least three (3) feet deep must be enclosed by attractive permanent fencing; 5 feet high. The entrance gate also must have an automatic locking device.
22. Attached are two plat drawings which show all lots that have a "Top of Bluff" designation. These lots are:

Block 1

Lot 14
Lot 15
Lot 16

Block 2

Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Lot 7
Lot 8
Lot 9

These lots have a "Bluff Line" and a "30' Bluff Line Setback" shown on the plat. The "30' Bluff Line Setback" will be marked with surveyor irons on the property lines as shown on the plat drawings. No buildings will be permitted in the "Bluff Line" or the "30' Bluff line Setback" areas of the lots.

23. Pursuant to Minn. Stat. 515B .1-102 (e) (2), the common interest community under this Declaration is exempt from the provisions of Minn. Stat. Ch. 515B because the units consist solely of separate parcels of real estate designed or utilized for detached single family dwellings and Windcliff Association, Inc. has no obligation to maintain any building containing a dwelling or any agricultural building under this Declaration.

State of Minnesota)
)
County of Wabasha)

IN WITNESS WHEREOF, the Declarants/Owners have executed this document this 10 day of November, 2003.

Declarants/ Owners

Rodger H. Brown
Rodger H. Brown

Sylvia A. Brown
Sylvia A. Brown

On this 10 day of November, 2003 before me a Notary Public personally appeared Rodger H. Brown and Sylvia A. Brown, to me personally known to be the Owners/Developers of "Windcliff" Subdivision, and to be the persons who executed the foregoing instrument.

Shirley M. Wieck
Notary Public

This instrument was drafted by:

Rodger H. Brown and Sylvia A. Brown
RR 3 Box 187A
Lake City, MN 55041

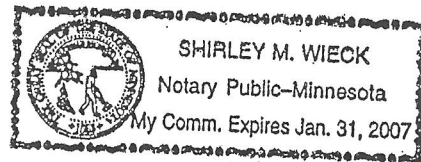


Exhibit A

That part of the Northeast Quarter of Section 17, Township 111 North, Range 12 West, Wabasha County, Minnesota, described as follows:

Beginning of the southwest corner of the Northeast Quarter of said Section 17; thence North 00 degrees 32 minutes 25 seconds East, assumed bearing, along the west line of the Northeast Quarter of said Section 17, a distance of 417.10 feet; thence South 89 degrees 27 minutes 35 seconds East, a distance of 350.65 feet; thence North 48 degrees 38 minutes 57 seconds East, a distance of 141.41 feet; thence South 73 degrees 08 minutes 00 seconds East, a distance of 213.55 feet; thence North 63 degrees 55 minutes 46 seconds East, a distance of 1066.32 feet to the centerline of County State Aid Highway Number 9; thence southeasterly, along said centerline, to the south line of the Northeast Quarter of said Section 17; thence westerly, along said south line, to the point of beginning.

AND

The Northeast Quarter of the Southwest Quarter of Section 17, Township 111 North, Range 12 West, Wabasha County, Minnesota.

AND

The Northwest Quarter of the Southeast Quarter of Section 17, Township 111 North, Range 12 West, Wabasha County, Minnesota.

AND

That part of the North Half of the South Half of the Southeast Quarter of Section 17, Township 111 North, Range 12 West, Wabasha County, Minnesota, lying westerly of the centerline of County State Aid Highway Number 9.

AND

That part of the West Half of the Northeast Quarter of the Southeast Quarter of Section 17, Township 111 North, Range 12 West, Wabasha County, Minnesota, lying westerly of the centerline of County State Aid Highway Number 9.

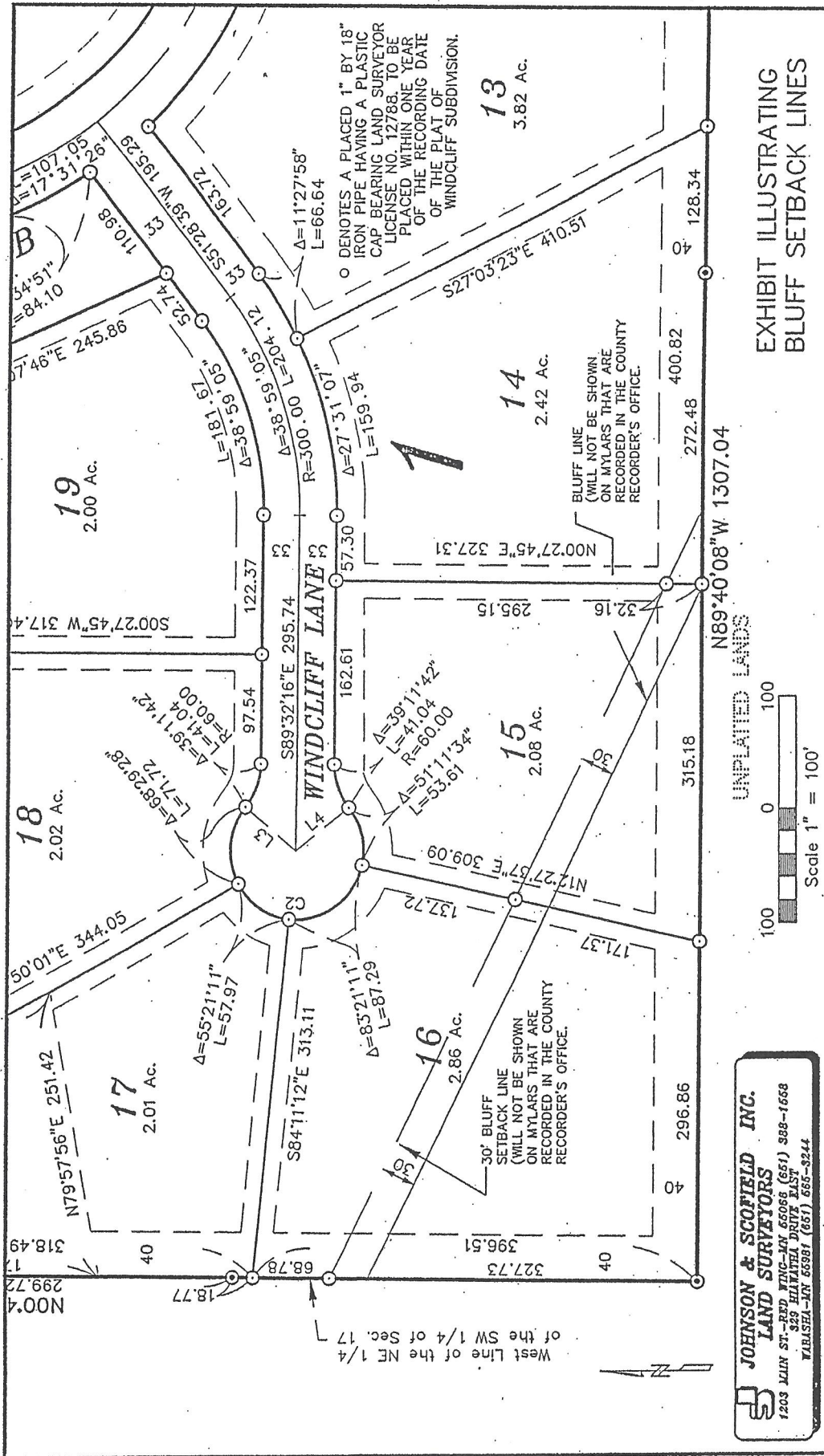


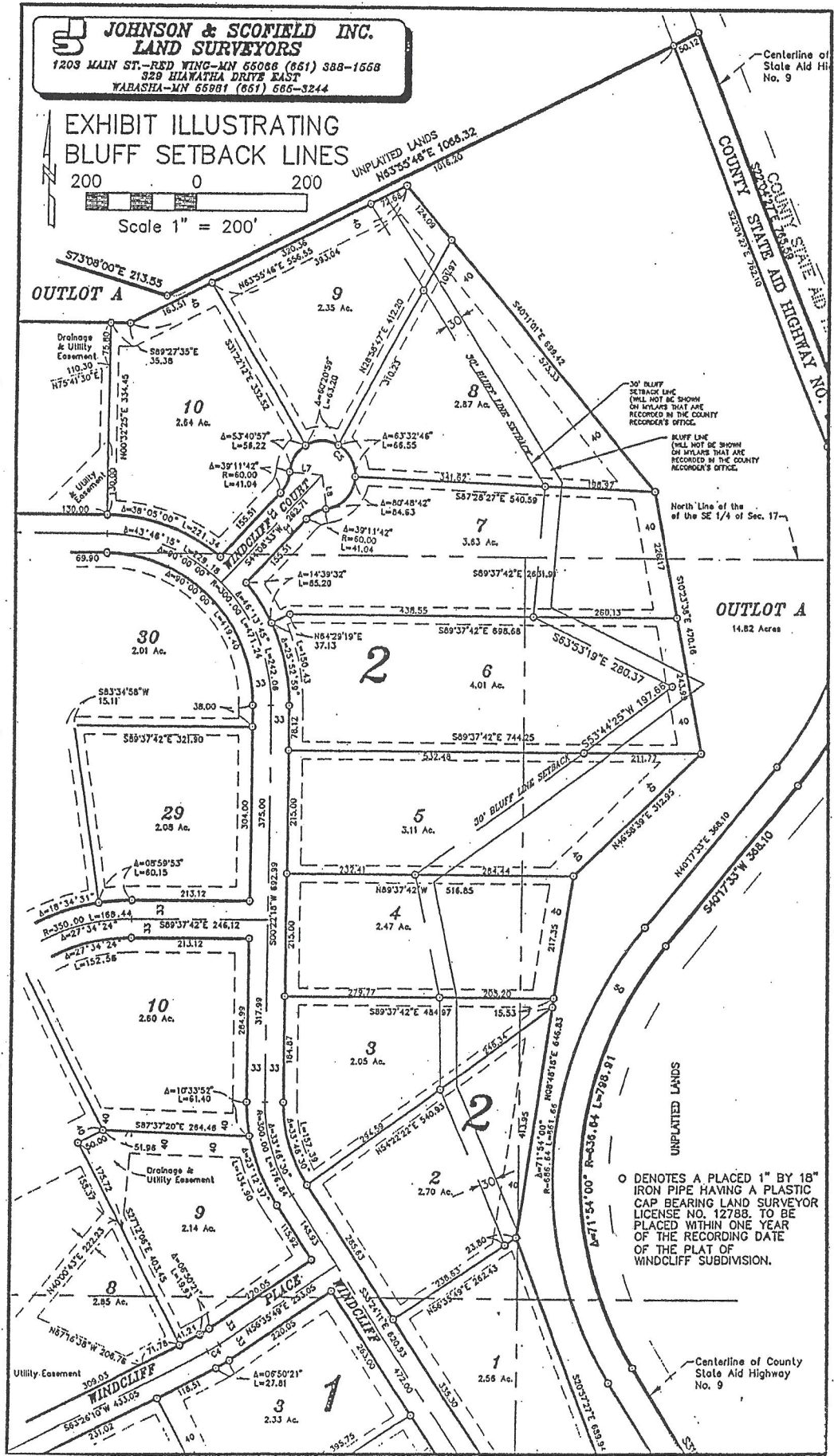
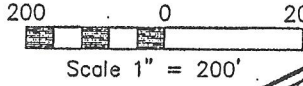
EXHIBIT ILLUSTRATING
BLUFF SETBACK LINES

JOHNSON & SCOFIELD INC.
LAND SURVEYORS

1203 JULY ST., RED WING, MN 55068 (651) 388-1668
328 HAWTHORNE DRIVE EAST, MARSHAL MN 55981 (651) 655-3244

JOHNSON & SCOFIELD INC.
LAND SURVEYORS
 1203 MAIN ST.-RED WING-MN 55066 (651) 388-1568
 329 HANATHA DRIVE EAST
 WABASHA-MN 55981 (651) 685-3244

**EXHIBIT ILLUSTRATING
 BLUFF SETBACK LINES**



○ DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 12788. TO BE PLACED WITHIN ONE YEAR OF THE RECORDING DATE OF THE PLAT OF WINDCLIFF SUBDIVISION.

Centerline of County State Aid Highway No. 9