

ENGELHAVEN COVENANTS

WHEREAS, CONTEMPORARY DEVELOPMENT, INC is the owner of Lots 1 through 10, Block 1; Lots 1 through 5, Block 2; Lots 1 through 5, Block 3; Lots 1 through 10, Block 4; Lots 1 through 3, Block 5; Lots 1 through 8, Block 6; Lots 1 through 2 Block 7, Engelhaven, County of Scott, State of Minnesota according to the recorded plat hereof; and

WHEREAS, it is the intention and desire of said owner to assure the permanency of said addition and the stability of property values therein;

NOW, THEREFORE, in order to effect the foregoing, the said CONTEMPORARY DEVELOPMENT, INC. does hereby promulgate and adopt the following provisions, covenants and restrictions and does hereby make said covenants and restrictions a part and condition of each and every sale, transfer, conveyance or mortgage of said addition or any part or lot therein. Invalidation of any of these covenants hereinafter set forth by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height and a private garage for not less than two nor more than three cars.

2. No building shall be erected or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Board of Directors of Contemporary Development, Inc. or its designee(s) or its successors or assigns as to quality of workmanship and materials, external and internal design, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The approval or disapproval as required in these covenants shall be in writing. In the event the Board or its designated representative(s) fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Except for lots in Block 1, septic tank and soil absorption systems or similar systems shall be located in the front yard set back, and no sanitary disposal system shall be constructed until the construction plans and specifications, including placement on the lot, have been approved by the Board of Directors of Contemporary Development, Inc. or its designees, or its successors or assigns in the manner set forth in Section 2 of these covenants.

4. The removal of trees and other natural vegetation and the design and location of all outdoor lighting must be approved in writing by the Board of Directors of Contemporary Development, Inc. or its designees, or its successors or assigns, or as provided in Article VI of the Declaration of Covenants, Conditions and Restrictions.

5. The minimum gross floor area shall not be less than 1200 square feet of finished floor area per dwelling, provided that:
- a. A dwelling consisting of one story above ground shall have a minimum of 1200 square feet of living area.
 - b. A dwelling consisting of two full levels above ground shall have a minimum of 968 square feet of living area in the first floor.
 - c. A dwelling of split level design shall have a minimum of 1200 square feet of living area on the top floors of each level.
 - d. A dwelling of split entry or split foyer design shall have a minimum of 968 square feet of living area in the upper level.
6. No building shall be located on any lot nearer than thirty-five (35) feet to the front lot line nor nearer than twenty (20) feet to the side lot line. Fifteen (15) feet on a side having a single story attached garage. No dwelling shall be located in any interior lot nearer than fifty (50) feet to the rear lot line, and seventy-five (75) feet of the high water mark, unless an exception is granted due to hardship resulting from strict conformity with this requirement. For the purpose of the covenant, eaves, steps and open porches or plazas shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
7. All building must conform to the Uniform Building Code unless otherwise decreed by the local governing authority. The exterior of any dwelling built on any lot in said addition shall be covered with stone, wood, brick or stucco and all exterior woodwork must be painted, varnished or stained. The exterior of any dwelling shall not be allowed to remain unfinished in any particular for more than six (6) months from the date of beginning of construction. Refilling and sodding must be completed within nine (9) months from the beginning date of construction. Any exceptions must be approved in writing by the Board of Directors of the Contemporary Development, Inc. or its designee(s), or its successors or assigns. No building shall be constructed of concrete blocks or of similar block construction, except for the basement or lower level of a split-level house. No second-hand material may be used in any construction, except for architectural effect, and then only with written prior approval of Contemporary Development, Inc. or its designee(s) or its successors or assigns. No building may be moved onto any lot. All garages must be attached to the dwelling either directly, or by a breezeway or other part of the house. Every garage must be serviced from the street by an asphalt or concrete driveway. All dwellings must be equipped with and include complete modern sanitary facilities and must comply with state and local sanitary codes and regulations. No fuel containers shall be located above ground unless completely screened from above and from all sides.
8. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

9. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. No dogs shall be kept in Engelhaven except that they be under the control of the owner at all times. Dogs which are habitually noisy shall be deemed to nuisances and must be eliminated from the area. No owner shall maintain a dog kennel on any lot in Engelhaven. No cows, goats, sheep nor any domestic or other domesticated animals, poultry or fowl of any kind shall be kept on said premises, except dogs and cats, and the keeping of dogs shall be subject to the regulations set forth in the preceding paragraph.

No commercial activity of any kind shall be undertaken or carried on upon any lot but this restriction shall not preclude the pursuit of hobbies which are wholly confined within the dwelling and which are not offensive or of a kind which in any way would become an annoyance or nuisance to the neighborhood.

10. No structure of a temporary character, boathouse, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently as provided by the By-Laws of Engelhaven Homeowners' Association.

11. Every owner of any lot in Engelhaven shall be a member of the Engelhaven Homeowners' Association and shall have the right to use and enjoy all lands dedicated to said Association. The owner of record of each lot in Engelhaven may cast one vote in meetings of the Association. The Association shall assess its members to pay for taxes, if any, levied on property of said Association, and for the maintenance and improvements thereof. The annual assessment shall in no case be less than Twenty-four dollars (\$24). The annual assessment for each lot owned by the developer undeveloped or containing an unoccupied living unit shall be only Twenty-four dollars (\$24). Each year the Association shall elect a Board of Directors of not less than three nor more than nine members, which Board shall have complete authority for and management of said properties, and shall manage same for the benefit of all property owners in Engelhaven. Any transfer or conveyance of the record title to lands held by the Association, or any disposition thereof, shall not affect the rights of the owners of lots in Engelhaven to use and enjoy said lands in accordance with the provisions hereinbefore set forth.

12. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the said violation or to recover damages or by the Association as provided in its By-Laws.

14. Invalidity of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.