

Recorded  
May 21, 2014 12:12 PM

TRANSFER ENTERED AND DEED TAX  
OF \$ 0  
PAID TO DOUGLAS COUNTY  
THIS 21 DAY OF MAY 2014  
Rene Pipo  
DEPUTY AUDITOR/TREAS.

Dawn M. Crouse

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

PROTECTIVE COVENANTS  
FOR  
SAILOR CROSSING

*Johnston*

WHEREAS, the undersigned ("Declarant") is the owner of that Subdivision in the State of Minnesota, County of Douglas, described as "Lots 2 through 26, Block One; Lots 1 through 5, Block Two; Lots 1 through 8, Block 3; and Lots 1, 2, 4 and 5, Block Four; all in Sailor Crossing" hereinafter called "Subdivision," and;

WHEREAS, Declarant desires to restrict the use of the Subdivision as hereinafter provided.

NOW, THEREFORE, Declarant does hereby make the following declarations as to limitations, restrictions and uses to which said Subdivision may be put, and does hereby specify that said declarations shall constitute covenants to run with all of the land as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners in said addition:

1. Residential Use.
  - a. No Dwelling on a Lot shall be used for other than residential purposes. There shall not exist on any Lot at any time more than one residence or Dwelling. Notwithstanding any other provision herein to the contrary, one or more Lots may be combined at any time and a Planned Community (planned unit development) may thereafter be created and subdivided within such Lots in accordance with the provisions of applicable ordinances. No

shack, barn, or temporary building, shall be erected or allowed to remain on any Lot within the Subdivision. A separate storage building or accessory building may be constructed upon any Lot within the Subdivision, except that a separate storage building or accessory building may not be constructed upon the following:

- (i) Lots 4-13, inclusive, and Lots 17-22, inclusive, Block One.
- (ii) Any of the Lots within Blocks Two and Three.
- (iii) Lot 3, Block Four.

unless approved in writing by Declarant and filed in the Office of the Douglas County Recorder.

- b. No one story Dwelling shall be constructed on any Lot with a fully enclosed first floor area of less than 1,200 square feet, exclusive of carport, garage, and open porches. No Dwelling of more than one story shall be constructed with a fully enclosed first floor area of less than 1,200 square feet above grade. No Dwelling of more than two stories shall be constructed on any Lot, unless the height of such Dwelling is in compliance with applicable Douglas County Zoning Ordinances. The basement of a Dwelling shall not be considered a "story" for purposes of this Declaration, even in the case of a walk-out basement.
- c. No Lot shall contain a manufactured home, modular home, prebuilt home, or any home (whether new or used) that is moved in or relocated from another location. Construction of dwellings utilizing wall panel construction shall be allowed.
- d. The slope of the roof of all buildings on all Lots shall not be less than a 6/12 pitch.
- e. All Dwellings shall have a minimum of a triple garage having not less than 800 square feet, which must be attached to and be part of the Dwelling.

2. Topography. The elevation of each Lot within the Subdivision shall not be materially changed so as to detrimentally affect surface water runoff to neighboring Lots. Declarant's determination in such regard shall be final.

3. Outside Storage. Except as allowed in this Section 3, no personal property of any nature shall be parked, kept or stored outside of a fully-enclosed garage or building, except on a temporary basis, provided that items such as gas grills, patio furniture and playground equipment may be stored outside, subject to the following conditions:

- a. Any personal property that is allowed to be stored outside of a fully-enclosed garage or building by the terms of this Section 3 shall be maintained in a neat and tidy condition at all times so as not to become unsightly and so as not to become a nuisance for the Owners or Occupants of other Lots within the Subdivision.

- b. Playground equipment is allowed only to the extent that it is purchased from a retailer or manufacturer that is in the business of selling or manufacturing playground equipment.

No building material, machinery or equipment shall be stored on a Lot outside of a fully-enclosed garage or building except temporarily during the continuous construction of a Dwelling, or a subsequent alteration of a Dwelling. No vehicles in excess of 14,000 pounds gross weight shall be parked upon any driveway or on any public street as dedicated in the Subdivision.

4. Commercial Use. No Lot shall be used for any commercial purpose or use of any kind. This restriction shall not be construed, however, as preventing the Owner or Occupant of a Lot from pursuing any activity, whether for profit or not, which is conducted by mail or telephone and which does not require clients or customers to visit the Dwelling for commercial purposes, which does not invite or generate regular or frequent visits by clients, customers or the public, and which does not alter the residential character of the Subdivision. Neither child nor adult daycare operations shall be allowed to be operated upon any Lot.

5. Nuisances.

- a. Animals, livestock or poultry of any kind shall not be housed, raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept, provided, that they are not housed, raised, bred or kept for any commercial purposes. No more than three (3) generally recognized household pets shall be kept on any Lot at any time. Pets shall not be allowed to roam free within the Subdivision other than the Lot owned by the owner of the pet, and when outside the boundaries of such Lot shall be on a leash or under the direct control of its owner. No barking shall be allowed at any time. No outdoor kennel shall be allowed on any Lot. No rottweiler, pitbull, doberman, german shepherd, bull dog or any other type of guard dog or security dog shall be allowed upon any Lot at any time.
- b. All garbage and household refuse shall be maintained in covered, sanitary containers which are to be at all times stored within the garage or storage building contained upon each such Lot, except on garbage pickup days.
- c. No Owner or Occupant of any Lot shall allow any motor vehicle to remain on such Lot for more than fifteen (15) days if such motor vehicle lacks vital equipment or component parts, is in inoperable condition, or is unlicensed, unless the vehicle is stored in an enclosed garage or building.
- d. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become a nuisance or an annoyance to the neighborhood.

- e. Lots shall be mowed a minimum of once per month during the growing season prior to commencement of construction of a building upon such Lot, and a minimum of twice per month thereafter or more frequently as necessary to maintain each such Lot in an attractive and neat condition at all times.

6. Signs. No commercial signs or other advertising of any kind shall be displayed on any Lot except for one sign of not more than six (6) square feet advertising the Lot upon which it sits for sale or rent, or signs used by a builder to advertise during the construction and sales period, or a sign or entrance monument constructed by the Declarant to identify the Subdivision.

7. Building Materials.

- a. No building shall be erected and left incomplete on the exterior for a period in excess of twelve (12) months. A residential structure shall be covered with lapped siding, wood, brick, cement, vinyl, steel, aluminum, stone, stucco, or grooved v-joint materials for walls. The roof may be fiberglass, wood or asphalt. Other buildings and roofing materials as approved by Declarant in writing from time to time are also acceptable.
- b. Any alterations to an existing Dwelling or structure and any newly constructed buildings on any Lot must be compatible with or consistent with the design, shape, color and materials of all previously existing buildings upon that Lot.
- c. The front yard set back from the dedicated public road to the Dwelling shall be not less than thirty-five (35) feet for all Lots within the Subdivision, unless otherwise approved in writing by Declarant and filed in the Office of the Douglas County Recorder. Declarant's determination with regard to the placement and location of the Dwelling on any Lot shall be final.

8. Construction Time. The external construction of a Dwelling, or any part thereof shall be conducted diligently and continuously and shall be completed within twelve (12) months from the start of the construction. External construction shall be considered complete only when all external covering materials, roofing, woodwork, stonework and windows have been installed and completed. All yards shall be sodded or seeded within ninety (90) days of substantial completion of the Dwelling provided that, if substantial completion of the Dwelling occurs between October 1 and May 1 of any year, the sodding or seeding shall be completed by the following July 1.

9. Subdivision of Lots. Except as allowed in Section 1.a., no Lot, shall, at any time, be subdivided or partitioned unless such subdivided or partitioned portion of such Lot is conveyed to the owners of an adjacent Lot and further unless the remaining building site or remaining portion of a Lot is of sufficient size so as to comply with all provisions of these Protective Covenants and of all applicable Douglas County Ordinances. A single Lot together with contiguous portion or portions of one or more Lots may be used for one building site, as long as it complies with Douglas County Ordinances.

10. Walls and Fences.

- a. No boundary walls, fences or other structures or obstructions shall be constructed with a height of more than four (4) feet.
- b. No boundary walls, fences or other structures or obstructions shall be constructed, erected or placed upon the boundary lines of a Lot or within ten (10) feet of such boundary lines.
- c. No fenced in area shall exceed six hundred (600) square feet in size.

11. Underground Utilities. All electrical, natural gas, telephone, cable tv and other utility services furnished to Dwellings upon Lots shall be installed underground. No exterior LP gas or fuel oil tanks shall be allowed for home heating or accessory building heating purposes.

12. Remedies for Violations. For a violation or breach of any provision of these Protective Covenants by any person claiming by, through, or under the Declarant or the Owner of any Lot within the Subdivision, or by virtue of any judicial proceeding, the Declarant or Owners shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. In addition to the foregoing right, such Declarant or Owners shall have the right, whenever there shall have built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot that is in violation of these restrictions to abate or remove the same at the expense of the Owner of such Lot, and any such entry and abatement shall not be deemed a trespass. The failure to promptly enforce any provisions of this Declaration shall not bar their enforcement. The invalidation of any one or more of the provisions of these Protective Covenants by any district court in no way shall affect any of the other provisions of these Protective Covenants, but they shall remain in full force and effect.

13. Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Lots, and shall use the Subdivision in such a manner as will not cause a nuisance, nor unduly restrict, interfere with or impede the use of the Subdivision by other Owners and Occupants and their guests.

14. Compliance with Law. No use shall be made of the Subdivision which would violate any then-existing county ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste to the Subdivision, cause a material increase in insurance rates on the Subdivision, or otherwise cause any unusual liability, health or safety risk, or expense, for any Owner or Occupant.

15. Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Lot into separate time periods, is prohibited.

16. Accessory Buildings. The accessory buildings that are allowed to be constructed on Lots consistent with the provisions of Section 1.a. shall comply with the following:

16. Accessory Buildings. The accessory buildings that are allowed to be constructed on Lots consistent with the provisions of Section 1.a. shall comply with the following:

- a. A maximum of one such accessory building may be constructed upon each of such Lots.
- b. Each accessory building may not exceed 800 square feet in size and may not have a sidewall in excess of ten (10) feet high on Lots 2, 3, 14, 16 and 23-26, Block One, and on Lots 1 and 2, Block Four. Each accessory building may not exceed 1,200 square feet in size and may not have a sidewall in excess of ten (10) feet high on Lot 15, Block One. Each accessory building may not exceed 1,500 square feet in size and may not have a sidewall in excess of twelve (12) feet on Lots 4 and 5, Block Four.
- c. The slope of the roof on the accessory building shall not be less than a 6/12 pitch.
- d. All exterior surfaces of the accessory building, including, but not limited to, the siding, windows, doors, fascia, soffit and roof, must utilize the same materials, colors and styles as are contained upon the dwelling situated upon the Lot containing the accessory building.
- e. The Dwelling must be constructed prior to the construction of an accessory building upon such Lot, unless otherwise approved by Declarant.
- f. All construction shall comply with the maximum twenty-five percent (25%) impervious surface coverage requirement as imposed by Douglas County.
- g. In no event shall the accessory building be located between the Dwelling and Sailor Drive; and, additionally, on Lot 2, Block One, shall not be located between the Dwelling and County Road No. 120.

17. Driveway. All Lots shall contain driveways and/or parking areas made of concrete, asphalt or paving stones, and shall be installed within twelve (12) months of the date of commencement of construction of the Dwelling upon each Lot.

18. Amendment. These Protective Covenants shall run with the land and shall be binding on all current and future Owners and Occupants of the Subdivision, together with their heirs, successors and assigns. These Protective Covenants shall be effective for twenty (20) years from the date hereof, at which time said Protective Covenants shall be automatically extended for successive periods of ten (10) years. These Protective Covenants may be amended in full or in part at any time by the approval of sixty-seven percent (67%) of the Owners of the Lots contained within the Subdivision, as that term is defined above.

Check here if all or part of land is registered (Torrens)

