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## AMENDMENTS TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS

Craig Batalden and Gwen Batalden, husband and wife; Michael Vollmer and Kristi Vollmer, husband and wife; Marty Sarne and Heidi Sarne, husband and wife; Colby Pack and Sarah Pack, husband and wife; Greg Benedict and Megan Benedict, husband and wife; and the City of Lamberton, a municipal corporation under the laws of the State of Minnesota; being all of the persons and/or entities owning or having an ownership interest in:

Lots numbered 1 and 2 of Block 1 of the Southside Second Addition;  
Outlot A of Block 1 of the Southside Second Addition;  
Outlot B of Block 1 of the Southside Second Addition;  
Outlot C of Block 1 of the Southside Second Addition;  
Lots numbered 1,2, 3, 4 and 5 of Block 2 of the Southside Second Addition;  
Lots numbered 1,2 and 3 of Block 3 of the Southside Second Addition;  
Lots numbered 1,2, and 3 of Block 4 of the Southside Second Addition;  
Outlot D of Block 4 of the Southside Second Addition;

For themselves, their heirs, successors and assigns, do hereby amend the Declaration of Restrictive and Protective Covenants dated December 15, 2009 and filed for record in the office of the Redwood County Recorder on January 25, 2010 as Document 333409, (hereinafter referred to as "Protective Covenants") as follows:

1. Articles Two through Six shall be repealed and shall be replaced with the following language:

### ARTICLE TWO: Definitions

The following words shall have the following meanings:

A "Lot" shall refer to a Lot as shown on the Plat of the Southside Second Addition, City of Lamberton, Redwood County, Minnesota. This is a subdivision of land intended for the purpose of sale or of building development.

An "Outlot" shall refer to an Outlot as shown on the Plat of the Southside Second Addition, City of Lamberton, Redwood County, Minnesota. This is a subdivision of land which is an extra, remnant or special purpose parcel of land which because of its physical nature, size, or intended disposition cannot or may not be utilized for building development but may be subject to sale.

"Owner" shall mean or refer to the record owner, whether one or more persons, of the fee simple title to any Lot.

"Ground Level" shall mean the first floor or level of the home which is located immediately above the grade line of the house.

"Twin Home" shall mean a two-household dwelling with two individual owners who have rights and responsibilities for their own unit and for their own lot. Twin homes have a shared common wall with a lot line landing between the two units giving each their own respective lot.

"Single-Family Residential Unit or Single-Family Unit" shall mean any structure which is used, or constructed for use, as a single-family dwelling or an individual residence within a twin home and which is located on a single lot, parcel or tract of land. The term "Single Family Residential Unit" shall not include any Multifamily Residential Establishment.

"Long-Term Rental" – shall mean any rental over six months in length.

#### ARTICLE THREE: Restrictions

That the real property shall be subject to the following restrictions:

##### A. Use of Real Property.

1. The property shall be used for residential purposes only.
2. Each lot shall have either one single-family or one twin home serving two single-family residents, together with such accessory structures as be permitted by the City of Lamberton zoning ordinance.
3. To the extent the city zoning ordinance will allow home occupations, such as daycare, consulting, and other matters of a similar nature, the same shall be permitted within the Subdivision. For the purpose of identifying or advertising such activities, no sign shall be permitted in excess of one sign having a size of two square feet.

##### B. Construction.

1. All construction shall be new construction.
2. All construction must follow and meet the latest IRC (International Residential Code).
3. The roof pitch of any residential structure shall be at least a 4/12 pitch.
4. Each single-family unit constructed upon the premises shall have attached to it at least a double car garage located on a concrete foundation.
5. No pole construction shall be permitted for any residential structure or its attached garage.

6. Each single-family unit shall have constructed a driveway for off-street parking adjacent to the garage. The driveway shall be sufficient enough to hold at least two parked cars entirely off the public street.
7. All single-family units constructed shall have a minimum internal square footage of 1,200 feet on the first above grade floor.
8. No temporary structures of any character shall be permitted. No person shall occupy or reside in a mobile home, trailer, basement, tent, garage, or other outbuilding upon the property at any time, utilizing the same as a residence either temporarily or permanently.
9. No building may be constructed of galvanized metal exterior material, either temporarily or permanently.
10. All single-family units shall have a minimum width in the narrowest dimension of the structure of 24 feet.
11. All roofing and sidewall material cannot have any exposed fasteners. This includes single-family units as well as outbuildings on the lot.
12. All single-family units and associated attached garages shall be entirely enclosed, including the installation of siding, a completed roof, windows, doors, garage doors, and finished to the exterior within eighteen (18) months of the date on which construction of the structure or excavation for the basement or foundation commences, whichever shall occur first.
13. Landscaping of each single-family residence must be completed within two years (24 months) from the date of lot purchase.
14. Accessory out buildings shall have the same exterior finishes as the residential unit on the lot.
15. Landscaping on each residential lot, must contain more than 30% permeable service.
16. Construction of combined House/shop (shouse) or barndominiums is strictly prohibited.
17. No single-family unit or accessory structure shall be more than two stories tall.

C. Prohibited Activities.

1. Animals located within the Subdivision shall be limited to household pets, such as cats and dogs. No animals may be kept for commercial purposes.
2. No form of livestock, poultry or pet other than household pets, such as cats and dogs, shall be permitted, either in the exterior or interior of any single-family residential unit to which these covenants apply.
3. All exterior kennels maintained for pets shall be screened, so that the same is not visible from the street or neighbors' lots.
4. All trees, fences, or hedges shall be placed a minimum of two feet from property lines unless the prior written consent of the affected adjoining property owner is obtained in advance. It shall be the responsibility of the property owner placing such hedge or fence closer than two feet from the property line to maintain both sides of said fence or hedge. Both sides of the fence or hedge shall be maintained to an equal standard. No fence shall be constructed to a height greater than five feet above the ground.

5. *Garbage receptacle storage.* Outdoor garbage receptacles serving residential units must be in either the rear or side yard and must be screened from public view and adjacent lots.
6. Exterior vehicle parking and storage shall be confined to surfaces paved with concrete, asphalt or pavers and must following the property setback parameters. All new or expanded parking shall meet this standard. All new construction, including garages, garage additions and parking or vehicle storage areas shall be served by an access drive made of concrete, asphalt or pavers.
7. Operable and currently licensed boats, motor homes, campers, and 5<sup>th</sup> wheeled trailers shall be confined to surfaces paved with concrete, asphalt or pavers, and must follow the property setback parameters.
8. It shall be unlawful to park or stand any semi-tractor in any area of the subdivision. It shall be unlawful to park or stand any trailer or truck which has a manufacturer's rated loaded capacity in excess of five (5) tons at any time in any area of the subdivision, including the public streets and rights-of-way and private property within the subdivision.

#### ARTICLE FOUR: Utility Easements and Lines

That there is hereby reserved for the purpose of installing and maintaining municipal and other public utility services easements as defined in the Southside Second Addition plat as dated November 10th, 2009. These easements are specifically retained for the purpose of installing electrical utilities, telephone utilities, gas utilities, cable utilities and for providing drainage to the Subdivision. To the extent that a utility easement or access is ever an issue, all such matters shall be resolved by the City Council of the City of Lamberton. If there is a dispute between two utility carriers, it is the intention of the Developer that the interests of the City of Lamberton would prevail over the interest of any privately owned utility, without regard to whether the privately owned utility would be located in the easement area before or after the utility owned by the City of Lamberton.

#### ARTICLE FIVE: Terms

That these Covenants, Restrictions, and Conditions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date the Covenants and Restrictions are recorded, after which time the Covenants and Restrictions shall be automatically extended for successive ten-years terms, unless an instrument signed by the owners of a majority of the Lots has been recorded agreeing to change the same in whole or in part, or to repeal the same.

Residents and City representatives of the subdivision covered by these covenants, must meet annually to review the covenants. Any changes to the covenants, will require 80% acceptance of all residents of the subdivision. Each single-family residential unit property owner will have one vote. If a twin-home property owner is renting out one unit, the property owner will only have a vote for the unit in which they live. Renters will have no voting privileges.

ARTICLE SIX: Enforcement

That these Covenants shall be binding upon and inure to the benefit of not only the developer but all the owners of any land in the Subdivision. All developers and owners of the subdivision must also follow the ordinances of the City of Lambertton.

The Covenants and Restrictions may be enforced by the Developer or by any Owner of any parcel of land described herein. The Covenants may be enforced at law or equity. Enforcement may restrain a violation and /or may seek a recovery of damages against the person or persons violating or attempting to violate any Covenant, Restriction, or Condition. Violators may be required to remedy the infraction by removing it or reconstruction.

The land shall be bound by the Restrictions and Covenants herein set forth, and the same are to run with the land and shall be binding upon all the parties and all future owners, heirs, executors, and assigns as to real estate described.

Dated this 9th day of January 2023.

CITY OF LAMBERTON

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

State of Minnesota     )  
  )ss.  
County of Redwood     )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Lydell Sik, it's Mayor, and Valerie Halter, it's City Clerk, on behalf of the Lambertton City Council.

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Notary Public