

COVENANTS AND RESTRICTIONS OF CEDAR MEADOWS

PREAMBLE

Ripley Greens, LLC, a limited liability company under the laws of Minnesota, fee owner of real property located in the City of Litchfield, County of Meeker, State of Minnesota duly platted as **CEDAR MEADOWS**, a subdivision of the City of Litchfield as such plat is now recorded and on file in the Office of Meeker County Recorder, make the following declarations as to limitations, restrictions, and uses to which the lots within such subdivision may be put, and specify that such declarations shall constitute covenants to run with all land, as provided by law, and shall be binding on the parties and all persons claiming under them, and for the benefit of and limitations on all future owners and such subdivision, this declaration of restrictions being designated for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein:

1. **PURPOSE OF RESTRICTIVE COVENANTS.** The purpose of these restrictions is to ensure the use of each lot for attractive single family residential purposes only, to prevent nuisances and to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community and thereby to secure to each lot owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her lot than is necessary to ensure the same advantages to the other lot owners.
2. **DURATION.** The period of duration of these covenants and restrictions shall be for 30 years from and after the date hereof subject to the provisions of Minn. Stat. § 500.20 (1994), as amended.
3. **GENERAL RESIDENCE RESTRICTION.** No structure other than a single family residential dwelling together with an attached garage as set forth in paragraph 4 herein, shall be erected, placed, or installed on any lot, except one detached accessory building not to exceed the maximum allowed by city ordinance. Notwithstanding the above, no such accessory building shall be permitted until the completion of construction on the lot of a single family residence and attached garage. The type and color of exterior siding of such shed shall be the same as the exterior siding on the residential structure.
4. **GARAGES.** No lot shall have a garage constructed on such lot for less than two cars or more than four cars. The minimum width of the garage shall be 24 feet. All garages must be attached to the structure of a single family residence and the exterior siding of such garage shall be the same as the exterior siding on the residential structure. All garages must be constructed and completed at the same time as the residential dwelling to which it is attached on the lot.
5. **RESTRICTIONS AS TO CHARACTER OF STRUCTURE.** No trailer, motor home, manufactured home, modular home, mobile home, tent, shack, or other pre-built structure shall be placed on a lot at any time for any purpose. No basement or garage erected on any lot shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
6. **APPROVAL BY ARCHITECTURAL COMMITTEE.** No building shall be erected, placed, or altered on any lot in the subdivision until the building plans,

specifications, and plot plan showing finished living area square footage and the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by an architectural committee consisting of three (3) property owners in CEDAR MEADOWS, to be selected by Ripley Greens, LLC, or their authorized agents, their successors or assigns. Provided, however, that if the subcommittee fails to approve or disapprove such plans and specifications within 30 days after such plans and specifications have been submitted, or if no suit to enjoin the erection of such building has been commenced prior to the competition of the building, such approval shall not be required.

7. **TIME FOR CONSTRUCTION.** Any construction commenced on any building erected on this subdivision shall be substantially completed, including, but not limited to exterior painting and yard lawn seeding and landscaping and paved driveway installation pursuant to paragraph 11, within 12 months from the date such construction is commenced. If construction is not commenced within 3 months of the date of acquiring ownership of any lot, the owner shall seed the entire lot with grass and maintain the yard free of any noxious weeds.
8. **MINIMUM FINISHED LIVING AREA.** The ground floor area of any single family residential building, exclusive of one story open porches and garages shall have a minimum, above grade, finished living area of not less than 1,400 sq. feet. Split level, split entry, split foyer, or two story structures shall have a minimum living area of not less than 2,000 sq. feet, exclusive of open porches and garages.
9. **BUILDING LINE AND HEIGHT RESTRICTIONS.** No single family residence or appurtenance shall be less than 35 feet from the front boundary line of any lot, nor shall any single family residence or appurtenance be less than 35 feet from the rear boundary line of each lot. No structures of any kind may be placed or erected either permanently or temporarily with 10 feet on any side boundary line and 10 feet of the rear boundary line of any lot. No building shall be more than two stories in height.
10. **ROOF CONSTRUCTION.** No residence erected on any lot shall have less than 75 percent of the roof surface of gable nip or gambrel construction and all gabled roofs shall be covered with shingles of wood or composition, or slate or tile. The construction of the gables portion of the roof shall not be less than 4/12. A garage on any such building lot shall be of construction and architectural type similar to the residence of such lot.
11. **DRIVEWAY.** All private driveways connecting the garage to the public street shall be paved using a bituminous or masonry product.
12. **RESTRICTIONS AS TO BUILDING MATERIALS.** All structures constructed upon any lot shall be covered over on all its outside walls with stucco, brick, stone, wood or simulated wood siding or permanent siding.
13. **RESTRICTION AGAINST KEEPING LIVESTOCK.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except as permitted by Litchfield City ordinance.
14. **RESTRICTION AGAINST SIGNS.** No signs, billboards, or advertising devices of any kind, except a "for sale" sign for the sale of any lot in the subdivision shall be placed or otherwise installed on any lot or building.
15. **RESTRICTION AGAINST TRAILERS OR VEHICLES.** No more than one of the following: boat & trailer, travel trailer, motor home, horse trailer, automobile, recreational vehicle, trailer, truck or other vehicle, all of which must be the property of the homeowner, shall be stored or permitted to remain on any lot unless the same is stored or placed in a garage, except for temporary storage for a period not to exceed seven consecutive days in duration.
16. **MINIMUM LOT SIZE.** If any lot is at any time permitted to be further subdivided in accordance with City of Litchfield ordinances and regulations; no structure of any

kind shall be erected, placed or installed at any time on any subdivided lot if the total square footage of the lot is less than 15,000 square feet.

- 17. **RESTRICTION AGAINST REFUSE.** No trash, garbage, ashes or other refuse, junk, un-licensed vehicles, underbrush or other unsightly objects shall be maintained or allowed on any lot, unless, they are stored within the garages attached to the dwelling located upon the lot.
- 18. **SURFACE WATER RUNOFF.** All lot owners shall provide and maintain proper facilities to control surface water runoff on to adjacent properties and to ensure that sediments do not enter the natural drainage system.
- 19. **AMENDMENT.** These covenants may be amended at any time by written consent of 3/4 of the record owners of all lots located within the plat and recording such amendment in the Office of the Meeker County Recorder.
- 20. **EFFECT OF PARTIAL INVALIDITY.** It is expressly understood and agreed that if any covenant or condition or restriction contained in this instrument, or any portion of any such covenant or condition or restriction is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction contained in this instrument.
- 21. **ENFORCEMENT OF RESTRICTIONS IN SUBDIVISION.** The restrictions set fourth in this instrument shall operate as covenants running with the land and for the benefit of any and all persons who now may own, or who may hereafter own property in **CEDAR MEADOWS**, and such persons are specifically given the right to enforce these restrictions and enjoin any violation hereof through proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions, including reasonable attorneys fees.

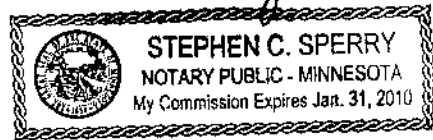
Ripley Greens, LLC

By: *Randy Hed*
Randy Hed
Its President

STATE OF MINNESOTA)
)ss.
COUNTY OF MEEKER)

The foregoing instrument was acknowledged before me this 20th day of April, 2005, by Randy Hed, the President of Ripley Greens, LLC, a limited liability company under the laws of Minnesota, on behalf of the company, Grantor.

Stephen C. Sperry
Notary Public



This instrument was drafted by:

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SCS/ss