

DECLARATION AGREEMENT

THE CITY OF BADGER is the fee owner of the following described real property located in the City of Badger, County of Roseau and State of Minnesota, such property being the real property now duly platted as Wilson Addition, a subdivision of the City of Badger, as such plat is now recorded as document # 253504 of the records in the office of the County Recorder of the County of Roseau and the State of Minnesota.

RECITALS:

- A. The City Council has determined that the above mentioned property which has been subdivided into residential lots, roadways and the like, makes the following declarations as to limitations, restrictions, protections and uses to which the lots or tracts constituting such subdivision may be put and specifies that such declarations shall constitute covenants to run with all 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 on all future owners in such subdivision.
- B. The City Council has determined that this declaration of restrictions is designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein.

NOW, THEREFORE, in consideration of the city's interest as owners of the real estate described herein, the city council hereby covenant and agree that the city will ever convey property from the above described subdivision without such conveyance being subject to the terms and conditions of this Declaration Agreement as set forth below.

ARTICLE I. **Building Restrictions**

- A. The subdivision shall be a single family residential subdivision and shall be used solely for residential purposes. A "building site" shall consist of one or more residential lots or portions thereof, as hereinafter required, as shown on the face of the plat or any modifications or adjustments thereto. In spite of the preceding, no lot shall be smaller than the minimum lot size allowed by the governmental authorities charged with regulating lot sizes.
- B. No building or structure shall be erected, constructed, maintained or permitted on such residential lots, except on a "building site" as defined below in this declaration.
- C. No building, except single-family residential building or a duplex, with detached garage and/or such other accessory buildings as may be permitted by local land use or ordinances shall be permitted.

- D. Any home constructed on a building site shall have a minimum side yard of (fifteen) 15 feet and a minimum rear yard set back of thirty-five (35) feet and a front yard set back of twenty-five (25) feet.
- E. All homes constructed shall have a fixed and permanent foundation with footings. Said foundation must be constructed of concrete, block or approved wood. "Approved wood" foundations mean that if said wood foundation is normally and customarily used in the construction of homes in Badger, Minnesota, area, it will be considered approved.
- F. Any home built on any building site shall have a minimum livable square footage of 1,200 square feet. All homes built on any building site shall have a minimum width size of 24 feet excluding porches, overhangs, etc. These dimensions shall include any home whether built on site or pre-manufactured and installed on the building site.
- G. All homes built on any building site shall have a maximum twelve (12) foot side wall height on any accessory buildings, garages or other buildings. This height requirement does not apply to homes. Two story homes are acceptable.
- H. No house trailer, tent, shack, garage, barn, other outbuildings or other portable living quarters shall at any time be used as a residence, temporary or permanently, on any building site.
- I. All buildings and improvements shall be constructed in compliance with appurtenant zoning and building codes of the City of Badger, County of Roseau, and any and all other governmental entities that have jurisdiction thereof at the time of undertaking such building improvements. No dwelling house, garage or other accessory building or part thereof shall be placed nearer to the front lot line or nearer to the side lot line or to the rear lot line than the minimum building set back lines, if any, imposed by any such governmental entity having control, or as shown on the recorded plat of the subdivision, whichever is more restrictive.

ARTICLE 2.
Covenants Within Deed

The City council hereto agrees that any and all deeds of conveyance shall contain reference to this Declaration Agreement.

ARTICLE 3.
Violation of Agreement

Any deed, lease, conveyance or contract made in violation of this Declaration Agreement shall be void and may be set aside on petition of one or more of the parties to this Declaration Agreement, and all successors-in-interest, heirs, executors, purchasers, administrators or assigns shall be deemed parties to this Declaration Agreement to the same effect as the original signers; and when any such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold leased or conveyed, until paid, and such lien may be enforced in such matter as the court may order.

ARTICLE 4.
Covenant Running with the Land

All of the provisions of this Declaration Agreement shall be deemed to be covenants running with the land and shall be binding on and inure to the benefit of the City of Badger, who is owner of the property, their successors, purchasers and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with such owners, their successors in title and with each other, to conform to and observe all of the terms and conditions contained in this declaration.

ARTICLE 5.
Duration of Agreement

This Agreement shall continue for a period of thirty (30) years pursuant to M.S.A. }500.20, Subdivision 2a. However, the restrictions, conditions and covenants contained in this Agreement may be extended beyond the period stated for their duration for a period not exceeding thirty (30) years or such different time period as Minnesota law prescribes at the time of the extension, by an agreement executed by the owners of sixty-one percent (61%) of lots in the subdivision which extension agreement should be recorded before the expiration of the original period of duration and that further extensions may be affected in a similar manner.

ARTICLE 6.
Miscellaneous and General Provisions

- A. Each owner, by purchasing any lot in the subdivision, shall automatically be bound by the terms and conditions of this Agreement and that by purchasing said lot hereby acknowledge and agree that they have met the terms and conditions of this Agreement, have received a copy of the same and agree to all said terms and conditions.
- B. Notwithstanding Article 5, this Declaration Agreement may be terminated sooner than specified, and all of the real property now or hereafter affected may be released from all or any part of the terms and conditions of this Declaration Agreement, by the owners of sixty-one percent (61%) of the lots in the subdivision at any time it is proposed to terminate this declaration, by executing and acknowledging an appropriate written agreement or agreements for that purpose, and filing the same with the office of the County Recorder in and for the County of Roseau and State of Minnesota.
- C. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair or reconstruct such residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty.
- D. The City of Badger or any owner of land in the subdivision, now or in the future, shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration Agreement. Failure by your undersigned or by any owner to enforce any covenant or restriction contained in this Declaration Agreement shall in no event be deemed a waiver of the right to do so at a later date.
- E. Invalidation of any one of the covenants or restrictions contained in this Declaration Agreement by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- F. Covenants and restrictions of this Declaration Agreement may be amended by duly recording and instrument executed and acknowledged by not less than seventy-five percent (75%) of the then owners of the land within the subdivision.
- G. No breach of any of the conditions contained in this Declaration Agreement or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for the value as to the subdivision or any lot of the subdivision, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure or otherwise.
- H. This Declaration Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota.

Charles Walsh
Mayor

Joe Burian
Councilmember

Jason S. Keller
Councilmember

Marsha Yates
Councilmember

Mark Lundquist
Councilmember

Councilmember

STATE OF MINNESOTA)
) ss.
COUNTY OF ROSEAU)

The foregoing instrument was acknowledged to before me this 12th
Day of April, 2007, by Charles Walsh, Mayor, Council Members:
Joe Burian, Marsha Yates, Mark Lundquist and Jason Keller.

Ruthann Svir
Notary Public



Doc No 257480 05/02/2007 10:00 AM
Certified filed and or recorded on above date:
Office of the County Recorder
Roseau County, Minnesota
Pamela S. Grand, County Recorder
Deputy CRS TransID 8842
Fees
\$35.50 DOC
\$10.50 SUR
\$46.00 Total