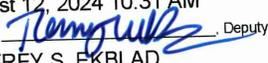


DOC#: A- 700660

Certified, Filed, and or Recorded on:

August 12, 2024 10:31 AM

Signed:  Deputy

JEFFREY S. EKBLAD

GOODHUE COUNTY RECORDER

Fee Amount: \$46.00

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HARDWOOD ESTATES SECOND SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Hardwood Estates Second Subdivision, (the "Declaration"), is made in the County of Goodhue, state of Minnesota, as of the 5TH of AUGUST, 2024 by the Cannon Falls Economic Development Authority, a public body corporate and political subdivision under the laws of the State of Minnesota, (the "Developer").

The Developer hereby makes the following declarations as to the limitations, restrictions and uses to which all of the lots within the Hardwood Estates Second Subdivision, legally described in Exhibit A, in the City of Cannon Falls, specifies that such declarations shall constitute covenants to run with the land provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and the limitation on all future owners in said plat, these declarations are restrictions being designed for insuring the use of this plat of property for attractive residential purposes only, to prevent nuisances, to prevent impairment of the attractiveness of the property and to maintain the desired tone of the area, and thereby to secure to such lot owners the full benefit and enjoyment of their home, with no greater restrictions on the free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners.

1. There shall only be one single-family, residential dwelling constructed on any lots as described in **EXHIBIT A**. The dwelling shall only be new construction, stick built, traditional, site-built, or conventionally framed. No manufactured, modular, or pre-built homes shall be placed on these lots. Only one dwelling shall be constructed on each lot.
2. All home construction should be substantially completed within one year of the date said construction has commenced. All residence shall have a paved driveway with asphalt or concrete, which should also be constructed within one year of construction. All homes shall have at least an attached two-stall garage, but no more than a three-stall garage.

3. The EDA has approved a "Grading Plan." Home construction must adhere to the specifications detailed by the "Grading Plan." At the sole discretion of the EDA and acting upon the advice of the City Engineer, construction may be allowed to vary from the "Grading Plan" provided that the variation does not adversely affect the neighborhood. Homes must be built on the designated pad areas of the "Grading Plan."
4. Single-family homes must adhere to the recorded Grading Plan and shall have the following finished minimum square footage floor areas per unit based on the Grading Plan's classification (i.e., at grade or above grade).
 - a. One-story (at grade) single-family dwellings, the minimum first floor area shall be one 1060 square feet;
 - b. One and one-half story (split-level) single-family dwellings, the minimum first floor area shall be 960 square feet;
 - c. Two and one-half stories for single-family dwellings, the minimum first floor area shall be 860 square feet (main level & above grade level) not to exceed 35 total feet in height.
5. Prior to the commencement of construction or digging of a basement, a silt fence shall be erected around the total perimeter of the lot where the house is being built. Such silt fences shall remain and be maintained until such time as the lawn are is either sodded or seeded. Such sodding or seeding shall take place within 12 months after the issuance of the building permit for construction.
6. There shall be no inoperable or abandoned automobiles, mobile homes, commonly referred to as trailer houses, travel trailers or camper units allowed, placed, or permitted on the conveyed premises or any part thereof. This restriction shall not be interpreted to prevent the temporary storage or maintaining of a trailer, tent, or camper unit for temporary purposes, and if it is not stored in a fashion that distracts from the general appearance of the neighborhood.
7. 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 of water through drainage channels in the easements. 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.
8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, before which time said covenants may be extended for

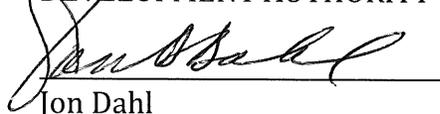
successive periods of ten years as provided by law unless an instrument signed by three quarters (75%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; or upon completion of the entire development.

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

The above restrictions shall operate as covenants running with the land for the benefit of all persons who may hereafter own the property. All such persons are specifically giving the right to enforce these restrictions through any proceeding at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damage suffered by them for any violations thereof.

IN WITNESS THEREOF, the undersigned has executed this instrument the day and year first set forth in the accordance with the requirements of the Declaration.

CANNON FALLS ECONOMIC
DEVELOPMENT AUTHORITY



Jon Dahl
President

STATE OF MINNESOTA)
 §
COUNTY OF GOODHUE)

The foregoing instrument was acknowledged before me on this 5th day of August, 2024 by Jon Dahl, President of the Cannon Falls Economic Development Authority a public body corporate and political subdivision under the laws of the State of Minnesota, on behalf of said entity.



Notary Public

This Instrument Was Drafted By:

Hoff Barry, P.A.
100 Prairie Center Dr., Suite 200
Eden Prairie, MN 55344
(952) 746-2700

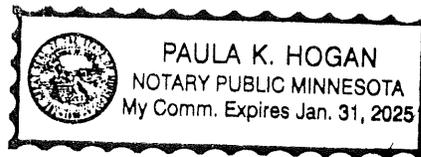


EXHIBIT A

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARDWOOD ESTATES SECOND SUBDIVISION

DESCRIPTION OF PROPERTY

HARDWOOD ESTATES SECOND SUBDIVISION, according to the recorded plat thereof, Goodhue County, MN.

Excepting, Outlot A and Outlot B of HARDWOOD ESTATES SECOND SUBDIVISION, according to the recorded plat thereof, Goodhue County, MN.

Containing 10.15 acres, more or less.

DESCRIPTION OF LOTS

Lots 1 through 22 of Block 1; Lots 1 through 5 of Block 2; and Lots 1 and 2 of Block 3 of Hardwood Estates Second Subdivision, Goodhue County, MN.