

**AMENDED AND RESTATED PROTECTIVE COVENANTS
PARKWAY ADDITION II
CITY OF MARSHALL, MINNESOTA**

The Economic Development Authority in and for the City of Marshall, a body politic, is the majority owner of the following described property to-wit:

Parkway Addition II
City of Marshall, Minnesota

✓ The owner of the majority of the lots in the Parkway Addition II hereby nullifies the original Protective Covenants of Parkway Addition II, dated October 27, 2005, filed November 2, 2005 in the office of the Lyon County Recorder and recorded as Document No. 162772, and as subsequently amended, and imposes the following protective covenants, restrictions and easements affecting all of the above-described lots.

1. All lots and dwellings shall be used exclusively for residential purposes.
2. No structure other than a residential dwelling with an attached garage may be constructed, and each parcel may contain no more than one utility shed not to exceed a maximum square footage of 200.
3. All construction of residential dwellings and accessory structures shall be new. A home being moved in is allowed, but must have new siding and new shingles within the first 3 months of being relocated into the Parkway II Addition.
4. The exterior of all buildings or other structures must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, or national emergency.
5. No derrick or other structure designed for use in or used for boring or drilling of water, oil or natural gas shall be permitted upon or above the surface of said property.
6. Dwellings constructed may not be:
 - a. HUD Code housing, or manufactured homes on permanent or non-permanent foundations.
 - b. If other than move-ins, homes may not be constructed from used building materials. Contractors shall only use new materials or materials like new, unused condition. Materials that have been previously used or that have been weathered from exposure to the elements may not be allowed.
7. All completed properties must contain a driveway running from the garage door to the street. Driveway materials of asphalt, concrete, exposed aggregate concrete, pattern stamped colored concrete, interlocking concrete pavers, brick and stone are allowed. All properties must contain a walkway running from the front door to a garage door or driveway.
8. No dwelling shall be erected which, exclusive of basements, porches, patios, decks and other storage areas, has a gross livable floor area of less than 900 square feet.

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Document #3 FINAL AMENDED RESTATED PROTECTIVE COVENANTS

9. No dwelling shall be more than two (2) stories in height, except with prior written permission of the Approving Authority.
10. All dwellings shall have an attached garage of at least 240 square feet in size with minimum dimension of twelve (12') feet on the entrance side of the garage.
11. Dwellings must be covered completely with vinyl, wood lap, cement board, or steel siding in any area that does not contain brick.
12. All window coverings must appear a neutral color from the outside. Sheets, blankets, towels, foil, etc., shall not be used in place of traditional window coverings.
13. Each owner shall maintain the exterior of the dwelling, any accessory building, and all other structures, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weather-beaten or worn off.
14. Fences may be allowed where appropriate and necessary for screening, security, containment or aesthetic purposes subject to compliance with local ordinances and the review and approval of the architectural review committee. Fences must be of high quality construction and materials as determined by the architectural review committee. All fences must be designed to be architecturally compatible with the homes and surroundings. Fences may not be higher than 7 feet above grade (average height) except that ornamental post finials may extend 6 inches above the top of the fence. All fences must be kept in good repair. Fences longer than 50 feet must include landscape plantings (at a minimum of every ten feet) to reduce the visual length of the fence.
15. Owners or their guests may not store recreational vehicles, trailers, watercraft, or personal vehicles outside of the garage for longer than one week out of season unless it is on a permanent slab.
16. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.
17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them starting on May 14, 2018, after which time, said covenants shall be automatically extended for successive periods of 25 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change, add to, or eliminate said covenants in whole or in part.
18. Enforcements of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereunder. Such actions may be brought by any person having an interest in any part of the Property. Without limiting the remedies available to an injured party, any party adversely affected by the actions of another party by breaching the covenants of this agreement may commence an action in district court seeking injunctive relief and requiring corrective action. In any such court action taken to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses of the action, including reasonable attorney's fees.

Document #3 FINAL AMENDED RESTATED PROTECTIVE COVENANTS

19. Invalidation of any one or more of the provisions herein by judgment or court order shall not affect any of the other provisions and such other provisions shall remain in full force and effect until the date of expiration.
20. The owner of any lot which is obligated to comply with these covenants, shall have the right to the enforcement of the foregoing provisions, at a court of law or equity against any person or persons violating or attempting to violate any covenant or provision herein. Said action may be to restrain violation or to recover damages from any party hereto or party claiming under them.
21. These covenants shall be interpreted pursuant to and in accordance with the laws of the State of Minnesota.

In witness whereof, the Owners have herein set their hands and seals this 16th day of May, 2018.

**ECONOMIC DEVELOPMENT AUTHORITY IN AND FOR
THE CITY OF MARSHALL, MINNESOTA**

By: [Signature]
Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 16th day of May, 2018, by Greg Bucher the President of the Economic Development Authority in and for the City of Marshall, a body politic, under the laws of the State of Minnesota, on behalf of the municipal corporation.



Tara Onken
Notary Public

215880
OFFICE OF COUNTY RECORDER
LYON COUNTY MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON
05/17/2018 11:10:01 AM
MICHELLE DESMET
COUNTY RECORDER

Drafted by: Quarnstrom & Doering, P.A.
c/o Dennis Simpson
109 S. 4th St.
Marshall, MN 56258

TRANSACTION #: 4078653

05/17/2018 11:10:01 AM

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COUNTER CUSTOMER

AMENDMENT

RECORDED DOCUMENTS FEE: 46.00

TOTAL: 46.00

CHECK: 46.00 TARA ONKEN 2227

DELIVER TO:
MARSHALL EDA
118 W COLLEGE DRIVE

MARSHALL MN 56258

THANK YOU
MICHELLE DESMET
LYON COUNTY RECORDER
507-537-6722