

TO WHOM IT MAY CONCERN:

The City of Goodhue,

hereby makes the following declarations as to limitations, restrictions and uses to which the lots or tracts in Fredrickson Meadows Fourth Addition, City of Goodhue, may be put, and thereby specifies that such declarations shall constitute covenants to run with 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 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 the 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 other lot owners.

1. There shall only be one single-family residential dwelling constructed on any lots as above described. The single family residential dwelling, shall be new construction. Except that on Block 3 and Block 4 of Fredrickson Meadows Fourth Addition, multi-unit residential construction shall be allowed by City ordinance. No "double wide" trailers, or mobile homes shall be placed on these lots.
2. All home construction should be substantially completed within one year of the date said construction has commenced. All residences shall have a paved driveway with asphalt or cement, which should also be constructed within one year of construction. All homes shall have at least a 2-car garage.
3. There shall be no farm animals, inoperable or abandoned automobiles, mobile homes commonly referred to as trailer houses, travel trailers, or camper units allowed, erected, 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 as long as it is not stored in a fashion that distracts from the general appearance of the neighborhood.
4. No noxious or offensive or hazardous trade or activity shall be carried on upon any lot, nor shall anything be done thereon to constitute a nuisance.
5. No sign of any kind shall be displayed to public view on any lot except on a professional sign of not more than five square feet advertising the property for sale or rent.
6. 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.

7. No accessory storage structures shall be allowed, except if they are 120 square feet or less, with sidewalls, not to exceed 8 feet, and construction must be of the same material as the house structure.
8. No "outside" wood burning stoves or other outside furnace type devices shall be allowed.
9. The minimum fair market value for the Property with improvements shall be \$150,000.00, which shall include the price of the land. This requirement will survive the closing.

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10. The City of Goodhue has approved a "Grading Plan" for Fredrickson Meadows Fourth Addition. A certain memorandum dated April 12, 2002 from Joe Zignego addressed to area home builders along with the "Grading and Drainage Plan" sheet prepared by Community Partners Designs, Inc. and signed by Bruce R. Bullert on March 13, 2002 defines the: "Grading Plan". Home construction must adhere to the specifications detailed by the "Grading Plan". At the sole discretion of the City of Goodhue 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.
11. 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.
12. Invalidity of any one of these by judgment or court order shall in no way 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 benefits of any and all persons who may hereafter own property in Fredrickson Meadows Fourth Addition. All such persons are specifically given 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 violation thereof.

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