

City of Winthrop
Covenants of Restriction
Winthrop East Addition

The City of Winthrop, owner of Winthrop's East Addition", by action of the City Council herein publishes the following restrictive covenants:

1. Any application for a Building Permit to commence construction upon any lot shall be accompanied with a construction location and exterior design plan. The purpose of this covenant is to maintain consistency of construction that is in harmony with the total subdivision.
2. No lot shall be used except for single family residential purposes.
3. Each residence shall have no less than a double garage, either attached or detached. However, no garage shall exceed three (3) stalls in size.
4. One (1) temporary storage shed, of wood construction only, is authorized. No temporary shed shall exceed 12' X 10' in size. All storage sheds should be the same likeness of the house (color, etc.).
5. Only onsite "stick-built" structures will be allowed. No temporary structures of any nature shall be used as a residence on any lot.
6. All one (1) story dwellings shall have a minimum of 1200 square feet exclusive of garages and open porches. In two (2) story homes, or split foyer homes, the ground story shall have a minimum of 1000 square feet.
7. No residential dwelling shall be permitted on any lot unless the dwelling is constructed of new materials. It is the purpose of this covenant to prohibit the placement of a used "move in" structure.
8. Within 3 months following completion of a dwelling thereon, each lot shall be fully seeded or sodded. A variance may be required from the City based on seasonal hardship.
9. Within 3 months following completion of a dwelling thereon, each lot shall create a hard-surfaced (asphalt, cement, pavers or similar surface) driveway and sidewalk, from the front door to either the street or driveway.
10. All walls shall be of wood, brick or stone. Walls as referred to in this section include all walls that are not an integral part of a dwelling, garage, or other enclosed structure.
11. No lot owner shall own or keep for others on any lot more than three (3) small pets. No more than two (2) dogs are allowed. Dog houses and wire kennels are permitted; however, the wire kennel must be attached to the garage.
12. Each lot owner shall take necessary measures to ensure that pumped basement water does not enter the City sanitary sewer system. If a sump pump exists, it must be connected to the sump pump tile that is installed in the front yard right of way and a

backflow preventer must be installed between the pump and the sump pump tile in the front yard.

13. Building lots purchased and not developed immediately must be mowed and maintained on a monthly basis. In the event of neglect, it will be cleaned and mowed by the City of Winthrop with cost of these services billed back to the lot owner. The City reserves the right to assess the cost of these services through addition to the property taxes in accordance with Minnesota Law.
14. These covenants shall run with the land and shall be binding upon all lot owners and their successors in interest for a period of twenty (20) years from the date hereof after which time said covenants of restriction shall extend themselves automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots in said subdivision as it now exists or shall be extended has been recorded, agreeing to change said covenants in whole or in part, with approval of the City Council.
15. The ordinances of the City of Winthrop, Minnesota in effect as of the date of this declaration, and as amended from time to time, shall be binding.
16. These covenants may be enforced by proceedings in law or equity against any person or persons violating or attempting to violate any of them. Since the amount of damage resulting from a breach of these Covenants of Restriction may be difficult to ascertain, the purchasers of lots in the subdivision consent to the enforcement of these Covenants of Restriction by injunction.
17. No lot may be subdivided.
18. No boat, RV, travel trailer or other such object shall be stored except inside of a garage or on a hard surface (asphalt, cement, pavers or similar surface) at least as large as the parked object, immediately adjacent to a garage.
19. No motor vehicle shall be parked on or in any yard area that is not hard surfaced (asphalt, cement, pavers or similar surface) and immediately adjacent to a garage.
20. Construction of the residence shall begin no later than 18 months after the date of purchase of the lot. If the purchaser defaults upon this condition, ownership of the lot will be returned to the City and the amount paid for the purchase of the lot minus assessments at the time of closing and \$1,500 in liquidated damages will be returned to the purchaser. The liquidated damages retained by the City represents the financial loss incurred as a result of the City not being able to sell the lot to another purchaser. Specifically, these losses represent realtor's fees, administrative labor, and attorney's fees that the City would not otherwise have to incur.
21. These covenants and restrictions are severable, and the invalidation of any of them shall not affect the remainder which shall remain in full force and effect.