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OFFICE OF COUNTY RECORDER  
COUNTY OF BROWN, MN

I hereby certify that the within instrument  
was filed in this office for record on

this 2nd day of June

20 06 at 4:45 o'clock P. M.

Beth Kamaly  
County Recorder

By \_\_\_\_\_ Deputy

Pete Rothmeier K  
718 4th Street N.  
New Ulm

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**AGREEMENTS, COVENANTS AND RESTRICTIONS REGARDING LAKESIDE  
VILLAGE ADDITION, NEW ULM, MINNESOTA**

THE UNDERSIGNED, Rothmeier Development, Inc., a Minnesota corporation  
and Joseph Schieffert, a single person, are presently the owners of the following  
described property situated in the County of Brown, State of Minnesota, legally  
described as:

- Outlot A; Lakeside Village Addition; and
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,  
22, 23, 24, 25, 26, 27 and 28 of Block One, Lakeside Village  
Addition; and
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 of Block  
Two, Lakeside Village Addition; and
- Lots 1, 2, 3, 4, and 5 of Block 3, Lakeside Village Addition; and
- Lots 1, 2, 3, 4, and 5 of Block 4, Lakeside Village Addition; and
- Lots 1, 2, 3, 4, 5, and 6 of Block 5, Lakeside Village Addition; and
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Block 6,  
Lakeside Village Addition; and
- Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, of Block 7, Lakeside Village Addition.

The above described properties are zoned for the development of single family, two family and multi-family residential uses pursuant to Chapter Nine – Land Use Regulation (Zoning) of the City Code of the City of New Ulm. In addition to the requirements of Chapter Nine, the Developer's (Peter D. and Susan R. Rothmeier), wish to place on record and on file with the County Recorder, Brown County, Minnesota, certain agreements, covenants, restrictions and conditions upon the above described properties as follows:

1. The provisions of the Lakeside Village Development Agreement dated June 29, 2005, made by and between Orlin and Marjorie Mack, husband and wife, Dale and Ruth Mack, husband and wife, and Peter and Susan Rothmeier, husband and wife, as Developer, and the City of New Ulm, Minnesota, and recorded as Document Number 350514, is hereby incorporated herein by reference. Attention is directed to the various obligations imposed by that Agreement on the lot owners.
2. Permitted uses and restrictions shall be regulated by Section 9.06 (Single Family Residences), Section 9.07 (Single and Two Family Residences) and Section 9.08 (Multi-Family Residences), as may be amended from time to time by the City Council of New Ulm.
3. Existing Zoning:
  - A. Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of Block One, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Block Two, Lots 1, 2, 3, 4, and 5 of Block Three, Lots 1, 2, 3, 4, and 5 of Block Four, Lot 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Block Six are currently zoned "R-1 Single Family Residence" and hereinafter referred to as the "**R-1-Lots**".
  - B. Lots 13, 14, 15, 16, 17, and 18 of Block Two, Lots 1, 2, 3, 4, 5 and 6 of Block Five and Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block Seven are currently zoned "R-2 Single and Two Family Residence" and are hereinafter referred to as the "**R-2 Lots**".
  - C. Lot 1 Block 2, and Lot 9 of Block 7 are currently zoned "**R-3 Multi-Family Residence**" and are hereinafter referred to as the "**R-3 Lots**".
4. Covenants and restriction applicable to "**R-1 Lots**" and "**R-2 Lots**" include the following:
  - A. Driveways must be either asphalt, pavers or concrete and must be constructed within 14 months of the date of occupancy of any home. Additionally within the same time frame, the owner

shall cover with grass the entire yard, except those areas reserved for gardens or decorative landscaping or in wooded areas which may be left in their natural state.

- B. A residence must include not less than a two car garage.
- C. Accessory structures are allowed subjected to compliance with applicable City Codes and provided that the structure is of a similar type, quality and appearance as the principal structure.
- D. Each structure, dwelling, or building constructed on the property shall be completed within one (1) year of the date of the beginning of construction.
- E. Minimum roof pitch of 6/12 on all structures.
- F. No residence on all the lots of Block One shall be constructed with a ground floor area of the main structure, exclusive of one story breezeways, porches and garages, of less than (1400) square feet for a one story or split-entry homes, or less than (1000) square feet for a home of more than one story.
- G. No residence on Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of Block Two, Lots 1, 2, 3, 4 and 5 of Block Three, Lots 1, 2, 3, 4, and 5 of Block Four and Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block Six zoned as R-1 and Lots 13, 14, 15, 16, 17 and 18 of Block Two, Lots 1, 2, 3, 4, 5 and 6 of Block Five and 1, 2, 3, 4, 5, 6, 7 and 8 of Block Seven zoned as R-2 shall be constructed with a ground floor area of the main structure, exclusive of one story breezeways, porches and garages, of less than (1200) square feet for a one story or split-entry home, or less than (900) square feet for a home of more than one story.
- XH. No lot shall be used except for residential purposes. No lot, roadway, or other part of Lakeside Village Addition shall be used for any activity that is noxious, offensive, or illegal. No annoying, offensive, or noxious activity detrimental to the use of Lakeside Village Addition as a residential subdivision shall be carried on upon any lot, nor shall anything be done on any lot, roadway, or other part of Lakeside Village Addition which is, or will become, a nuisance or an annoyance to the neighborhood. Each lot owner shall be responsible for and required to mow the right of way adjoining his or her lot.

- I. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets. Pets kept on the premises shall be confined or otherwise restricted to the premises of the owner and shall not be raised, bred, kept, or maintained for commercial purposes. Outdoor kennels are permitted so long as they are located and maintained so as to not interfere with other lot owners enjoyment and use of their own lot.
- J. No oil, gas, or mining operations of any kind whatsoever shall be performed on or in any lot. No sod, soil, sand, or gravel shall be removed or sold from any lot except for the purpose of excavation for the construction or alteration of the dwelling thereon. All surplus soil, sand, and gravel shall be removed at the lot owners' expense. No sod, soil, sand, or gravel may be stock piled on any lot more than 90 days except during the construction of a dwelling or storage structure.
- K. No firearms shall be discharged in Lakeside Village Addition.
- L. Flammable or explosive items shall not be stored in Lakeside Village Addition except small amounts of gasoline kept in safe containers for incidental yard equipment or recreational vehicle use.
- M. No commercial signs, advertising products or businesses, shall be allowed in Lakeside Village Addition, except Developers or any other lot owner shall be allowed to place signs on the premises incidental to the sale of property.
- N. Dumping or accumulation of trash (including inoperable vehicles), rubbish, garbage, junk, ashes, underbrush, unsightly growths or objects, or other waste, shall not be permitted on any lot. All trash, rubbish, garbage, or other wastes shall be stored in containers. Containers or other equipment used for the storage or disposal of trash, rubbish, garbage, or other waste shall be kept in a clean and sanitary condition.
- O. No owner of any lot shall park or allow anyone to park any recreational vehicles, campers, unused cars, trailers, mobile homes, motor homes, race cars, and the like for more than 14 days unless parked within a structure.
- P. The owner of a vacant lot shall be responsible for its appearance, and in the event that construction of a dwelling is not commenced within 60 days of the acquisition of title to a lot,

the owner shall insure that the lot is properly landscaped, free of noxious weeds, and any vegetation properly mowed. The Developer's shall determine if an owner has complied with these obligations. If non-compliance is found, and the owner does not bring the lot into compliance within seven days of written notice being sent by the Developer's, the Developer's may enter upon the lot to take such measures as may be required to effect compliance, and insure the appearance of the property is in accord with the standards of the other lots affected by these Covenants. Any cost incurred by the Developer's shall be assessed to the non-complying owner. This provision shall expire once Developer has sold all lots, except Lot 7 of Block 1.

Q. It is the lot owner's responsibility to maintain a vacant lot (mow, keep clean of debris, etc.) until building commences. Once excavation has commenced, exterior construction of the home must be fully completed within one year unless unforeseen problems (i.e. inclement weather) occur, in which case an extension of the construction timetable may be approved by the developer. Dumpster must be provided for construction debris once construction commences.

R. No mobile homes or manufactured homes, including so-called doublewide mobile or "pre-fab" or manufactured homes shall be allowed, nor shall any building be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the nature, kind, shape, height, materials, and location of such building have been submitted to, and approved in writing by the Building and Design Officers as to outward appearance and design as to conformity and harmony to the external design of existing structures located in the neighborhood, and as to location of the building with respect to topography and ground level elevation and such other factors necessary, appropriate and relevant to maintain property values of nearby properties. Developers and/or their appointees shall serve as the Building and Design Control Officers.

5. The Lake Lots are designed as Lots 6, 7, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28 of Block One, Lakeside Village Addition, and the following additional covenants, restrictions and agreements apply.

A. The owner of any Lake Lot shall maintain the shoreline of Lake Jenessa in natural vegetation as to prevent erosion of the shoreline and to maintain water quality.



- B. The owner of any Lake Lot shall not install any dock into Lake Janessa, except a single dock no longer than 15 feet as measured from the shoreline to the end of the dock.
6. Pursuant to the Lakeside Village Development Agreement referenced in paragraph no. 1 above, the owners of the lots shall constitute the Owners' Association of Lakeside Village (Association), and the Association shall do the following:
- A. The Association shall own and be responsible for the maintenance, repair and management of the "commonly owned property". The "commonly owned property" is designated as parcels: Lot 1, Block 6, and Outlot A of the Subdivision (which includes the storm water quality pond [Lake Janessa]). Neither parcel is developable for residential use and no structures shall be built or located on them.
  - B. To the extent there are any costs associated with maintaining, repairing or managing the "commonly owned property", these costs shall be allocated among the lot owners by dividing the total cost by the 86 lots and each lot owner will pay this amount.
  - C. Any costs allocated to a lot owner shall be paid within ninety (90) days. The Association may also assess against the lot for any costs not paid by filing a notice of assessment with the county recorder. The lot owner will pay all costs of collection, including attorney fees. The Association may use all means available for collection, including legal action.
  - D. The City of New Ulm is a third party beneficiary of the Association as provided in the Lakeside Village Development Agreement.
  - E. A nonprofit corporation has been incorporated as Lakeside Village Owners' Association, Inc., to receive title to the "commonly owned property" and to serve as the legal entity for Association.
7. The covenants and restrictions contained herein shall run with the land and shall be binding upon the parties hereto, their heirs, successors, and assigns, for a period of 20 years from the date these covenants and restrictions are recorded in the Brown County Recorder's office; after which the covenants and restrictions shall be automatically extended for successive periods of 10 years each; unless a written instrument executed and acknowledged by 75% of lot owners in Lakeside Village Addition agree to amend and change these

covenants and restrictions in whole or in part and such instrument has been recorded in the Brown County Recorder's Office. For the purpose of this declaration, joint owners of a lot shall be deemed to be one owner.

8. Any deed or other instrument of conveyance of any lot shall contain a statement that the property is subject to these covenants and restrictions and that acceptance of the deed, or other instrument, of conveyance shall constitute an acceptance of all the covenants, terms conditions, limitations, restrictions, and uses contained herein.
9. The enforcement of these covenants and restrictions shall be by proceeding at law or in equity against the person or persons infringing upon, attempting to infringe upon, violating or attempting to violate, or the failure or omission to perform any covenant or provision of these covenants and restrictions. Such action or proceedings at law or in equity to enforcement these covenants and restrictions may recover damages, enjoin or restrain violations, or specifically enforce compliance. Any owner of any lot shall have the right to bring, institute, or commence an action or proceeding to enforce these covenants and restrictions. Failure to enforce any provision, covenant or restriction shall in no event be deemed a waiver of the right to do so at a later date. Invalidation of any covenant or restriction herein by judgment or court order shall in no way affect any other provision, covenant, or restriction herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration/Agreement has been signed on the dated stated below by the parties hereto.

Rothmeier Development, Inc.

Dated: 5/17/06, 2006

By: Peter D. Rothmeier  
Peter D. Rothmeier  
President

Dated: 5/17/06, 2006


By: Susan R. Rothmeier  
Susan R. Rothmeier  
V.P./Treasurer/Secretary

Dated: 5-10-06, 2006

Joseph Schieffert  
Joseph Schieffert

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF BROWN )

The foregoing instrument was acknowledged before me this on 5/17, 2006, by Peter D. Rothmeier and Susan R. Rothmeier, the President and Vice President/Treasurer/Secretary of Rothmeier Development, Inc., a Minnesota corporation, on behalf of the corporation.

*Pamela K. Fullerton*  
Notary Public  
 PAMELA K. FULLERTON  
Notary Public-Minnesota  
My Commission Expires Jan 31, 2010


STATE OF MINNESOTA )  
 )ss.  
COUNTY OF BROWN )

The foregoing instrument was acknowledged before me this on May 10, 2006, by Joseph Schieffert, a single person.

*Elayne F. Meinert*  
Notary Public

Drafted by:

David E. Schauer  
**Schauer Law Office**  
307 N. Pleasant Ave., Box H  
Winthrop, MN 55396  
(507) 647-5377

 ELAYNE F. MEINERT  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan. 31, 2010

(04/2006)