Deed Restrictions for
The Country Club District of Edina, Minnesota
From Book 1054 Deeds, page 560

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This Indenture, made this 15th day of April in the year of our Lord one thousand nine hundred and twenty five between Thorps Bros. (a corporation under the laws of the State of Minnesota) party of the first part, and [redacted] party of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of Twenty One Hundred ($2100.00) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land lying and being in the County of Hennepin and State of Minnesota, described as follows, to-wit:

Lot thirteen (13), Block five (5), Country Club District, Fairway Section, according to the plat thereof on file and of record in the office of the Register of Deeds in and for the county and state.

This conveyance is made and accepted subject to such of the following restrictions, reservations and covenants as may by their terms be applicable to said premises, which restrictions are for the benefit of said premises and of said Section, and of every lot herein, and shall inure to and operate as equitable restrictions or easements passing with the conveyance of every lot, and shall apply to and bind every successor in interest of the parties hereto, and are imposed upon said premises as a servitude in favor of said Section, and every lot therein, and are as follows:

1. That for the purpose of construing and applying these restrictions a single lot shall mean a lot as now platted, or an owner or parts of two adjoining lots, the total width of which at the front lot line shall be not less than the front width lot line of either of the lots comprising a part of such ownership, or all of one lot and part or parts of one or more adjoining lots.

2. That all lots in said Section, except Lots nos. 1, 2 and 13, Block No.1, are hereby designated "residence lots" and shall not be improved, used or occupied for other than private one-family residence purpose; that there shall not be erected, placed or maintained on any of said lots any flats, duplexes, apartments, though intended for residence purposes, public garages, oil stations or any other buildings whatsoever except a detached dwelling house to be used exclusively as a residence for a single family (with out-buildings to be used exclusively for domestic purposes) of not less than 1 1/2 stories in height (meaning a building with at least two rooms on the second floor) with a cellar, nor of less cost than $7,000, if erected on any lot facing Drexel Avenue: nor less than ($6,500) if erected on Casco Avenue or any Lot in Block one (1) or any of the following lots, viz.: Nos, 9 to 20 inclusive in Block 14: nor less than $6,000 if erected on any Lot facing Bruce Avenue or Arden Avenue, such costs to be for labor, material, architect's and engineer's fees.

3. That residences on inside lots shall face the front lot line and on corner lots shall face the same street as those on the adjoining inside lot.

4. That the front foundation of every residence, exclusive of porch, shall be placed at least 30 feet from the front line of each lot: that the side foundation shall not be nearer than 3 feet from the side lot line, nor nearer than 7 feet from any street or avenue

adjoining the side lot line. That no residence, with attached garages, attached greenhouses and porches, shall occupy to exceed 60% of the area of the lot, nor shall have a width greater than 80% of the width of the lot measured on lines normal to the axis of the lot passing through the house at all points.

That in case where the frontage of ground used with any residence is greater than the required frontage then, for the purpose of limiting the width of the residence and establishing its location with respect to the side lines of the lot, the frontage so used shall be deemed to be the required frontage and the provisions of this section shall be construed accordingly, and if any residence of the maximum width is built or maintained on any such lot, then thereafter the frontage so used may not be reduced on any such lot as long as said residence is maintained thereon, and the same provisions shall apply as to the location of any residence with respect to the side lines of the lot.

The front porches, balconies, porte cocheres and terraces shall not project beyond the main building more than 12 feet, and on corner lots beyond the side of the main building more than 10 feet, nor shall bay, oriel, bow, dormer or other projecting windows and stairway landings, cornices, spoutings, chimneys, pilasters, trellises and similar projections, project more than 18 inches from the front and side lines of the main building.

5. That all out-buildings shall correspond in style and architecture to the residence to which such buildings are appurtenant and on corner lots shall in addition be located wholly within 30 feet of that side of the lot farthest from the adjoining side street, and shall not combined, occupy more than 60% of the width of the lot measured along such rear lot line.

6. That the following prohibitions shall be observed;

(a) No tank for the storage of fuel shall be maintained above the surface of the ground.

(b) No sign greater than 480 square inches shall be place on any lot, except those of the vendor.

(c) No shedding poplars, box-elders or other objectionable trees or shrubbery shall be planted.

(d) No garage or other out-building shall be erected on any lot before the residence thereon is constructed.

(e) No drives shall be constructed from a street to the lot without a concrete ramp or ribbon drive from the street to the sidewalk level.

(f) No fence or wall shall be built to a greater height than 4 feet 6 inches from the grade adjacent to the wall or fence at all points, nor shall any wall greater than 3 feet in height be built within the front lot lines, nor shall any fence other than open spindle, picket, metal or slat be built.

(g) No residence at its front foundation shall have a finish grade of more than 3 feet 6 inches above the curb, at the front lot line, unless the natural grade of the lot is greater, in which case the natural grade may be the finish grade.

(h) No wall, steps, or other construction, except sidewalk, shall be placed or maintained forward of the front lot line, nor encroach on the boulevard.

(i) No garbage, ashes, refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view, or become a nuisance.

(j) No horses, cows, goats, sheep or any domestic animals, poultry or fowls of any kind, except dogs and cats, will be permitted to be kept on any of the lots, except a riding horse horses with the written consent of the vendor.

(k) No coal, except smokeless coal, nor fuel of any kind giving off black smoke, or strong or obnoxious odors, shall be used.

(l) No surface water from the roof of nay building, or from nay lot shall be connected with or drained in to the sanitary sewers.

7. That no residence, or other structure, shall, prior to July 1, 1944, be erected or maintained on any lot until the plans, specifications, elevation, location and grade thereof, with color scheme for said residence of structure, shall first have been presented to the vendor and by it approved in writing, but such approval shall not be arbitrarily withheld or delayed, it being the intention hereof that the vendor is to exercise said granting or withholding such approval for the purpose of maintaining a high class, restricted, residential district, free from objectionable or value destroying features in the Section of the Country Club district in which the premises are located to the end that each lot owner in such Section shall be protected against improvements of an inferior style, character or appearance, which will interfere with the beauty and harmony of a high class restricted, residential district, or tend to reduce the value thereof.

No change or alteration shall during said period, be made in the exterior design of any building, after the original construction thereof, until written approval thereof has been given by the vendor, nor shall any fences or walls be erected on said property without the written consent of the vendor.

When eighty percent (80%) of the lots in said section have been sold, the Vendor, at its option, may organize an Improvement Association composed entirely of lot owners in said section, and shall appoint a committee of four (4) owners in said section -- one for a term of one (1) year, one for a term of two (2) years and one for a term of three (3) years, who shall be known as active members; and a fourth member, who shall be known as an inactive member, who will automatically become an active member whenever a vacancy, from any cause whatsoever, shall occur among its three active members. When such fourth member becomes an active member, then the majority of the owners who are members of said Improvement Association may appoint a lot owner as the inactive member to fill the vacancy of such fourth member; but in the event of the failure of such members of the Improvement Association to make such an appointment within thirty (30) days after such vacancy occurs, then the remaining three members of such committee shall have the power to appoint an owner of a lot in said section to fill such vacancy. All appointments shall be made in writing and a record kept with said Association. The Majority of said committee shall have the same power as if they had been named by the Vendor herein. This committee shall have the right of approval or disapproval as in this paragraph provided, and when so organized and operative, the Vendor herein shall be relieved or released from any and all liability in connection with such duties.

8. No lot shall ever be sold, conveyed, leased or rented to any person other than of the white or Caucasian race, nor shall any lot ever been used or occupied by any person other than one of the white or Caucasian race, except such as may be serving as domestics for the owner or tenant of said lot, while said owner or tenant is residing thereon.

Provided, that the vendor shall have and does hereby reserve the right in the sale and conveyance of any of said lots, to change, alter and annul any of the provisions in the foregoing paragraphs or in any restrictions added hereto, except those in paragraphs numbered 2 and 8, and it may at any time thereafter, with the consent in writing of the then record owner of any lot or lots, change, alter or annul any such provisions as to such lot or lots, or which way, in such sale and conveyance, be established by it, such change to be effectual without the consent of the owners of any other lot or lots, but no change shall be made at any time in the provisions of paragraphs 2 and 8, nor in the other paragraphs which will permit the erection of maintenance of any residence nearer than 30 feet to the front lot line as above provided, nor nearer than 3 feet to either site line, nor shall the required frontage of land to be used and maintained with any residence be reduced more than 5 feet below the minimum number of feet required for each residence without the written consent of the vendor, or its successors, and the consent of 50% of the owners of the other lots in the same block fronting the same street, and of 50% of the owners of the other lots in the opposite block fronting the same street.

Provided, further, that all restrictions herein, except those in paragraph 8, shall terminate on January 1, A.D. 1964.

9. The purchaser covenants and agrees that until the first day of July, A.D. 1934, he will, on the 10th day of January of each year, pay to the vendor an assessment of one mill per square foot of the net area of said premises, to be used in connection with similar payments to be made by the owners of other lots in this District as a maintenance charge for the general upkeep and appearance of the Country Club District, but this assessment shall not be a charge on the premises. The vendor may pay or direct such

assessment to be paid to any association or Company that may be organized, to whose membership the owners of lots in this Section may be eligible, whose object shall be the enforcement of restrictions and the doing of the maintenance work aforesaid.

10. The said vendor hereby expressly reserves for itself, it successors or assigns, the full and free use of the streets, avenues and roads shown on the plot aforesaid for the purpose of laying, constructing, and maintaining over, under and along said streets, conduits for any and all purposes, water, sewer and gas mains, poles, wires and other general utilities, serving or to serve said Section, and for the purpose of repairing or replacing the same from time to time; also the right to enter upon said premises for the purpose of constructing, erecting and maintaining on and along the rear and side boundary lines of said lots, poles with necessary cross arms, wires and underground or surface conduits, gas and water pipes, and other general utilities necessary to transmit or furnish to said lots, or any other lots heretofore, now or hereafter owned by said vendor, electric current, telephone service, gas and water and also for the purpose of installing, inspecting, altering, repairing, or removing said conduits, pipes, poles or wire, together with the right to transfer or lease the whole or any portion of such easements and rights of way; also reserving a right of way for constructing and maintaining storm sewers, now or hereafter constructed for the purpose of draining the land embraced in said Section and adjoining tracts.

This conveyance is made in pursuance of a contract or sale of said premises made between the parties hereto under date of April 15, 1925 as of which date all the covenants herein shall take effect.

To Have And To Hold The Same, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, his heirs and assigns, forever, subject to the covenants, restrictions, reservations and conditions herein set forth and imposed on the grantee, his heirs and executors, administrators and assigns.

And the said Thorpe Bros., party of the first part, for itself and its successors, does covenant with the said party of the second part, his heirs and assigns, that it is well seized in fee of the land and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all encumbrances and the above appraised and granted lands and premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part will warrant and defend, except as above stated.

In Testimony Whereof, the said first party has caused these presents to be executed in its corporate name by its Vice President and its Ass't Secretary and its corporate seal to be hereunto affixed the day and year first above written.

Signed, sealed and delivered		Thorpe Bros.
In presence of	(Two dollars and)	By Alfred J. Dean
H.A. Paulsen	(Fifty Cents in)	Vice President
Hellaine Nelson	(Int. Rev. Doc.)	By Rosa W. Tuckson
	(Stamps Canceled)	Ass't. Secretary
		(Corporate Seal)

County of Hennepin)
SS:
State of Minnesota)

On this 11th day of May A.D. 1925, before me, a Notary Public within and for said County personally appeared Alfred J. Dean and Rosa W. Tuckson, to me personally known, who, being each by me duly sworn they did say that they are respectively the Vice President and the Ass't Secretary of Thorpe Bros., the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Alfred J. Dean and Rosa W. Tuckson acknowledged said instrument to be the free act and deed of said corporation.

Harry A. Paulsen Harry A. Paulsen
Notary Public, Hennepin County, Minn.
My Commission expires Feb. 7th, 1929.
(Notarial Seal)