

THE FARMSTEAD DELCLARATION OF COVENANTS

Homeward Development, LLC., a Minnesota limited liability company, fee owner of the following described land (hereinafter referred to as "Declarant") makes THIS DECLARATION this 12 day of October, 2021:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 of Block 1; Lots 1, 2, 3, 4, 5, 6 and 7 of Block 2; The Farmstead, Anoka County, State of Minnesota.

WHEREAS Declarant hereby imposes upon, and subjects said Lots, for the benefit of said Lots only and the present and future owners thereof, to the following conditions, restrictions, reservations, and covenants which shall operate as restrictions passing with the conveyance of every Lot and shall apply to and bind every successor in interest.

DEFINITIONS. The following words or terms used in this Declaration shall have the meanings herein ascribed to them.

- a. "Developer" means Homeward Development, LLC., a Minnesota limited liability company, its successors, and assigns.
- b. "Lot" means any Lot included within the scope of this Declaration and as shown upon the recorded subdivision plat of The Farmstead in Anoka County, Minnesota.
- c. "Lot Owner" means the record owner, whether one or more persons or entities of title to any Lot subject to these covenants, including vendees of a contract for deed.
- d. "Zoning Ordinance" means the zoning ordinance adopted by the City of Oak Grove as amended from time to time.
- e. "Committee" means the Architectural Review Committee

Architectural Review - No building shall be erected, placed, or altered on any lot until the construction plans and specifications have been approved in writing by the Architectural Review Committee as to the quality of workmanship, materials, harmony of external design with existing structures and external colors. No fence or wall shall be erected, placed, or altered on any lot unless approved by Committee.

1. **Architectural Review Committee (ARC)** - An Architectural Review Committee shall govern and approve every structure that is built on any lot. The initial Committee will be the officers of Homeward Development, LLC. A designated representative may be appointed by the committee at any time. The committee shall have the right and duty to plan orderly development and construction of homes and provide for the overall wellbeing of the residences. The committee may for good causes as they see fit alter or amend any of the

requirements and restrictions of these covenants at any time for any reason. The committee shall terminate upon the last primary structure being built upon the last lot to be built upon or sooner as committee sees fit. The committee members and said companies shall be held harmless for any and all losses of any type from any decision, approval, non-activity, negligence, or loss thereof from anyone.

When the last lot in The Farmstead is sold by the Developer, the homeowners shall establish an Architectural Review Committee, by majority vote of the homeowners. Each Lot shall be entitled to one vote.

2. **Procedure of Architectural Review Committee** - The committee shall approve or reject all plans submitted to it within 30 days of submission. No excavating, construction or alteration upon any lot shall be permitted without written approval of the committee.
3. **Land Use and Building type** - Each lot shall be used primarily for residential purposes. All buildings shall be approved prior to construction by the ARC. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height with a private attached garage, minimum of three parking stalls and raised panel overhead garage doors . All accessory buildings must conform to Zoning ordinances. Pole sheds may be allowed with exterior steel colored with similar colors to primary structure. No fence or wall shall be erected or placed on the lot unless approved by the ARC. All accessory buildings over 200 square feet must have at least a 1-foot rake on gable ends and a 2-foot soffit on all roofs. A primary focus of the Committee will be front facades looking for accent and details incorporated for maximum curb appeal. Plain fronts will not be allowed. Every home shall have brick or stone on the front facade. Exterior colors shall be earth toned or approved by the Committee. Roof pitch on primary roofs shall be a minimum 6/12 pitch. Pitch of front gables, viewable from the street is recommended to be 8/12 pitch. Architectural Shingle must be used; no three-tab flat shingle allowed. Homes must meet the following minimum square footage requirements:
Rambler minimum of 1500 square feet finished on main level.
Two Story minimum of 2100 square feet finished above grade.
Multi-Level minimum of 1500 square feet finished above grade.
4. **Driveway** – All Primary driveways from street to front of garage shall be paved with asphalt or concrete or similar material.
5. **Antennas** - No satellite dish or antennas larger than 36 inches are allowed. No freestanding tower for antennas are allowed unless approved by ARC.
6. **Vehicle/Trailer/RV/Boat Storage** - No vehicle, trailer, boat, or RV or any other personal use items shall be stored anywhere close to street or front of house. When feasible, items shall be covered with a tarp. (Needs to be out of sight from street.) Property owners will follow all rules and regulations of city ordinances on these items.

7. **Easements** - Easements for installation and maintenance of utilities and drainage are reserved as showing on the recorded final plat. The property owners shall maintain all areas, with no structures or blocking or altering grades in any easement areas.
8. **Nuisances** - Obnoxious or offensive trade or activity shall not be carried on upon any lot nor should anything be done there on which may be annoying to the neighborhood. Neighborhood is defined as three or more adjacent neighbors who come to the same conclusion. No accumulation of junk, garbage, unregistered or junk cars, or debris may be kept or allowed on any lot. No lot should be used in whole or in part for the storage of rubbish of any character whatsoever, nor the storage of any property or thing that will cause the lot to appear in an unclean or untidy condition or that will be obnoxious to the eyes, nor shall any substance thing or materials be kept on any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property such as habitual barking dogs which must be confined to the Owner's dwelling. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial use. No above ground pools will be allowed.
9. **Animals** - Animals per the City of Oak Grove ordinances are allowed, however a maximum of four house pets are allowed. Any fenced area for any animal that is worn down to bare dirt shall not be visible from the street. Dog kennels shall not be visible from the street. Dogs barking excessively is not allowed.
10. **Grading** - All lots are to be graded and maintained by the homeowner in accordance with the approved grading plan on file at the city.
11. **Trees** - Every lot owner on non-wooded lots are responsible for trees per city count – 2.5” caliber size, visible from the street within six months of original certificate of occupancy.
12. **Landscaping** - Every lot owner is responsible to seed or sod grass into all disturbed areas of lot and apply topsoil if needed within 60 days of occupancy during warm weather or by June 1st if occupied during winter construction.
13. **Terms** - The covenants are to run with the land and all the persons claiming under them for a period of 30 years from the date these covenants are first filed or recorded, and automatically renewed thereafter for successive 30-year periods.
14. **Mailboxes** - Each lot owner is responsible for their own mailbox and paper holder which must be consistent with or better than appearance of majority of mailboxes in development, at the discretion of the ARC and the City of Oak Grove.
15. **Enforcement** - If there are violations or an attempt to violate any of these covenants, or restrictions, the ARC or any person owning any real property in the subdivision may bring suit in law or equity for damages or injunctive relief or both. In addition to damages or injunctive relief, any person being found to have violated any of these covenants or restrictions shall be liable for attorney fees and other costs necessarily incurred to obtain damages or injunctive

relief.

16. **Severability** - If any of these covenants or restrictions are found by any court to be invalid, the invalidity of any covenant or portion thereof shall not affect the validity of the remaining covenants which shall remain in full force and effect.

Homeward Development, LLC.

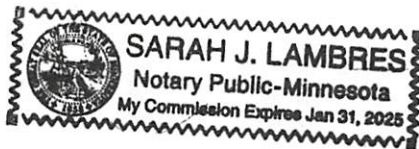


Scott Wold, Manager

The foregoing was acknowledged before me on this 12 day of October, 2021, Scott Wold, a partner of Homeward Development, LLC., a limited liability company under the laws of Minnesota on behalf of the Company.



Notary Public



Drafted by:

Jon D. Jondahl, Inc.

9457 State Hwy 10

Suite 100

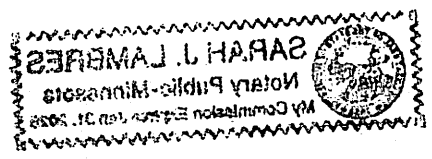
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