

APPLEWOOD COVE
DECLARATION OF PROTECTIVE COVENANTS

The undersigned fee owner of the following described land (hereinafter referred to as "Declarant") make THIS DECLARATION this 5th day of May, 2020:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Block 1; Lots 1, 2, 3, 4, 5 and 6 of Block 2; Applewood Cove, 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 BF3, 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 Applewood Cove 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
1. **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. All plans, specifications, etc. should be emailed to arc@paxmar.com.

2. **Architectural Review Committee (ARC)** - An Architectural Review Committee shall govern and approve every structure that is built on any lot. The Committee will be any officer of BF3, LLC, a Minnesota limited liability company, who is the Developer. 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.
3. **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.
4. **Land Use and Building type** - Each lot shall be used primarily for residential purposes. All buildings shall be approved prior to construction by the Committee. All accessory buildings must conform to Zoning ordinances. Pole sheds may be allowed with exterior steel colored with similar colors to primary structure. 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 façades 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 façade. 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 1,350 square feet finished on main level.
Two Story	minimum of 2,100 square feet finished above grade.
Split Levels	minimum of 1,250 square feet finished above grade.
5. **Driveway** - All primary driveways to front of house garage shall be hard surfaced.
6. **Antennas** - No satellite dish or antennas larger than 36 inches are allowed. No free standing tower for antennas are allowed unless approved by ARC committee.
7. **Vehicle/trailer/RV/Boat Storage** - No vehicle, trailer, boat, or RV or any other personal use item shall be stored anywhere closer to street than front of the house. When feasible items need to be unseen from the street view of passing neighbors. Any item 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.

8. **Garbage** - All residence shall use Ace Solid Waste garbage service, subject to their pricing being competitive, so only one garbage carrier will need to travel the streets which will cause less traffic and noise.
9. **Easements** - Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded final plat. The property owners shall maintain all areas not erecting any structures or blocking or altering grades in any easement areas.
10. **Nuisances** - Obnoxious or offensive trade or activity shall not be carried on upon any lot nor shall anything be done thereon 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, junk cars, or debris may be kept or allowed on any lot.
11. **Animals** - Animals per the City of Oak Grove ordinance are allowed, however a maximum of 4 house pets are allowed. Chickens are allowed. Roosters are allowed but Roosters that crow are not allowed. A maximum of two Goats are allowed, but may not be fenced in front yards or side/rear yards within 20 feet of adjacent property owners. 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.
12. **Grading** - All lots are to be graded and maintained by the homeowner in accordance with the approved grading plan on file at the city.
13. **Trees** - Every lot owner on non-wooded lots are responsible to install 4 yard trees, of 2.5" caliber size, visible from the street within 6 months of original certificate of occupancy.
14. **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.
15. **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.
16. **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 Committee.

17. **Enforcement** - If there are violations or an attempt to violate any of these covenants, or restrictions, the ACC or any person owning any real property in this 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.

18. **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.

In Witness Whereof, Kent Roessler, Chief Manager of BF3, LLC has caused these covenants to be executed the 5th day of May, 2020.


BF3, LLC



Kent Roessler
Chief Manager

State of Minnesota)
)ss.
County of Anoka)

This instrument was acknowledged before me on this 5th day of May, 2020, Kent Roessler the Chief Manager of BF3, LLC, a limited liability company under the laws of Minnesota on behalf of the company.



Notary Public

Drafted by:
BF3, LLC
2850 Cutters Grove Avenue
Suite 207
Anoka, MN 55303

