

# First Homes Properties

## Declaration of Restrictive Covenants for XXXXXXXX Subdivision

To Whom it May Concern:

Dated: \_\_\_\_\_, 2003

XXXXXXXXXXXXXXXXXXXXXXXXX, fee owner of that part of the XXXXXXXX Quarter of Section XX, Township XXX, Range XX, XXXXXX County, Minnesota, described as follows:

- Block 1, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13;
- Block 2, Lots 1, 2, 3, 4, 5;
- Block 3, Lots 1, 2, 3, 4, 5;
- Block 4, Lots 1, 2, 3, 4, 5;
- Block 5, Lots 1, 2, 3, 4, 5;
- Block 6, Lots 1, 2, 3, 4, 5;
- Block 7, Lots 1, 2, 3, 4, 5;
- Block 8, Lots 1, 2, 3, 4, 5, 6, 7;
- Block 9, Lots 1, 2, 3, 4, 5;
- Block 10, Lots 1, 2, 3, 4, 5;
- Block 11, Lots 1, 2, 3, 4, 5,

All in XXXXXX Subdivision, XXXXXXXX County, Minnesota.

Hereby makes the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting said plat may be put, and thereby specifies that such declarations shall constitute covenants to run with the land as provided by law, and shall be binding on all parties and all persons claiming under them and for the benefit of and the limitation on all future owners in said plat, these declarations are restrictions being designed for insuring the use of this plat of property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the area, and thereby to secure to such lot owners the full benefit and enjoyment of their home, with no greater restrictions on the free and undisturbed use of the lot than is necessary to insure the same advantages to other lot owners.

1. There shall only be one single-family residential dwelling constructed on any lot as above-described; except that on Block multi-unit residential construction as allowed by City ordinance is permitted. Existing houses or structures moved from another site, doublewide trailers, or mobile homes are not permitted. Manufactured homes may be permitted but must have approval from the architectural review committee. The single-family residential dwelling shall be new construction. These restrictions shall not prevent accessory structures as allowed in the City ordinance.
2. All building permits must be obtained within 120 days after the purchase of a lot. When a building permit is issued for a residence, the lot owner(s) at the time of issuance of said permit shall be responsible for the cost of installing the sewer and water connection.
3. The overall street scene of the Development shall be arranged to ensure that identical Dwellings or similar colored Dwellings are not adjacent to and do not align directly across the street from each other. Floor plans for the Dwellings in the Development must be varied and reversed to avoid repetitive elevations along the street scene.
4. All completed Lots that do not abut alleys must contain a paved or cement driveway running from the garage door to a public street or an alley (that the residents of such Dwelling have the right to use) connecting to a public street. Rear loaded garages with additional parking on the side of the garage must have a minimum of two (2) inches of Class 5 gravel surface properly compacted and graded for positive drainage connecting such rear loaded garage and additional parking to an adjacent alley.
5. Fences may be allowed on each Lot where appropriate and necessary for screening, security, containment or aesthetic purposes subject to compliance with local ordinances and the review and approval of the ARC. Any fence located within the Development must be of high quality construction and materials as determined by the ARC. All fences must be designed to be architecturally compatible with the Home and surroundings within the Development. Fences may not be higher than 6 feet above grade (average height) except that ornamental post finials may extend 6 inches above the top of the fence. All fences must be kept in good repair. Fences longer than fifty (50) feet must include landscape plantings (at a minimum of every ten (10) feet) to reduce the visual length of the fence. Once construction of a fence has commenced, it must be completed within one (1) month of the date the construction began, except where completion is impossible due to strikes, fires or other casualties, or national emergency.
6. Homes that are located on Lots that do not abut alleys and which use side-attached garages, the garage must be set back from the front facade of the Home. Front attached garages are not allowed.
7. The Developer shall create Home Plans for the Homes that minimize the visible impact of garages constructed in connection with the Homes.
8. The Developer shall avoid using large flat wall planes on the Homes; instead using deep set windows and doors, and trim work which varies from the main color or siding style of the Home.

9. Front doors on the Homes must be enhanced with windows, raised panels, transom windows above or beside the doors, double or 8' tall doors, or other similar decorative treatments.
10. The entry of the Homes shall be articulated as a focal point of the front elevation through the appropriate use of roof elements, columns, porches, pilasters, urns, windows, or other architectural features.
11. Each residence to be constructed on the above lots shall be completed, and a certificate of occupancy shall have been issued, no later than one (1) year after issuance of the building permit for construction of such residence.
12. All Homes shall be designed to be sensitive to and compatible with the surrounding Dwellings with respect to architectural style, massing, proportion, scale, materials, colors, textures, building orientation, garage and driveway placement, building height, mass, roof pitch and air conditioning, utility meter, and chimney locations.
13. Home Plans shall be developed to enhance the appearance of the Dwelling from the street. Details such as vegetation, porch design, shutters, color and window treatments shall be used to enhance the Dwelling's appearance. The ARC shall review and approve all Home Plans, landscape plans and exterior detailing.
  - A. The ARC must review and approve all siding and trim colors and treatments for the Homes prior to Developer's application for a building permit. The Developer shall comply with the following for the exterior color and trim for the Homes:
    - B. The Developer shall provide a mix of Home colors within the Development. Please refer to the attached color palette for guidance.
    - C. Each Home shall contain at least four colors, including the colors of the roof, the main siding, accent siding, and the trim. The roof color shall be considered a color only if it is a color other than black or grey. Of the four colors, at least one must be a rich color.
    - D. All accessory structures are to conform to the colors selected for the Home on the same Lot.
    - E. Exterior trim shall consist of shutters or window wrapping, and other detail to the approval of the ARC.
14. There shall be no farm animals, inoperable or abandoned automobiles, mobile homes commonly referred to as trailer houses, travel trailers, or camper units allowed, erected, placed or permitted on the conveyed premises or any part thereof. This restriction shall not be interpreted to prevent the temporary storage or maintaining of a trailer, tent or camper unit for temporary purposes as long as it is not permanently lived in, and as long as it is not stored in a fashion that distracts from the general appearance of the neighborhood, and that it does not remain for periods of more than 15 days in any year.

15. Unless otherwise approved by the ARC, the Developer must have at least \$500 landscaping budget for foundation plantings for each Dwelling.
16. No noxious or offensive or hazardous trade or activity shall be carried on upon any lot, nor shall anything be done thereon to constitute a nuisance.
17. No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent or supporting a candidate for election to public office or an issue to be on the ballot at the next election.
18. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
19. No front yard driveway curb cuts permitted on lots with alleys.
20. No side yard and driveway curb cuts are permitted on lots with alleys.
21. Lots without alleys, driveway curb cuts will be no greater than 12' in width.
22. All setbacks are subject to the City of XXXXXXXX' zoning ordinance. Lots with alleys may have detached garages at 5' from the easement (minimum), attached garages 25' (minimum).
23. All plans for the construction of private roads and driveways and all building plans for any building, fence, wall or structure to be erected upon any lot, and the proposed location thereof upon any lot, any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway, or other structure upon any lot in such premises, all landscaping performed prior to and including development of any lot and any landscaping performed subsequent to development of any lot which requires changing grade elevations or removal of trees, or more than one hundred square feet of side shall require the approval in writing of the Architectural Review Committee. Before beginning the construction of any road, driveway, building fence, wall coping, or other structure whatsoever, or remodeling, reconstruction, or altering such road, driveway or structure upon any lot or landscaping the person or persons desiring to erect, construct, modify or perform, the same shall submit to the Architectural Review Committee two complete sets of road or driveway plans, showing the locations, course, and width of same, two complete sets of building plans and

specifications for the building, fence, wall coping, or other structure, as is applicable, so desired to be erected, constructed, or modified, or two complete sets of elevation drawings showing the location of all present and proposed trees and shrubs and all drainage patterns on and over the subject lot. No structure of any kind, nor landscaping as above qualified, the plans, elevations, and specifications of which have not received the written approval of the Architectural Review Committee, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed, performed, or maintained upon any lot. Approval of such plans, elevations, and specifications shall be evidenced by written endorsement on such plans, elevations, and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, landscaping, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans, elevations and specifications as approved shall be made without prior written consent of the Architectural Review Committee. The Architectural Review Committee shall not be responsible for any structural defects in such plans, elevations, or specifications of any building or structure erected according to such plans, elevations and specifications.

24. The Architectural Review Committee shall be composed of one employee from the following organizations:

- i. Developer
- ii. 1<sup>st</sup> HOMES

The Committee may designate a representative to act for it. Neither the member of the Committee, nor its designated representative shall be entitled to any compensation for services performed as provided herein.

In order to protect all of the property in the XXXXXXXX Subdivision from diminution in value and where possible insure maximum increase in said property value, to protect the appearance, to preserve and maintain present ecological and environmental balance, and to prevent development which is inconsistent or inharmonious with the natural habitat thereof, it is the policy and intent of the Architectural Review Committee to supervise to the full extent permitted herein all construction, landscaping, improvements and developments of every kind.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within ten business (10) days after plans and specifications have been submitted to it, or in any event, no suite to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the covenants and restrictions herein shall be deemed to have been complied with in full. In the event the committee cannot agree on the approval of plans and specifications, response time shall be extended an additional 30 days, the acting boards will act as the review committee and then if no agreement is reached the First Homes Properties Board will have the final approval.

25. Minimum landscaping requirements are as follows: a seeded yard and one ornamental tree in the front yard, not including boulevard trees.

26. Boulevard trees are a requirement and must be placed in the boulevard at a minimum of 30' intervals using a minimum 8' tree (minimum of 2 per lot). Public utilities shall not be installed within the boulevard area as this space is reserved for boulevard trees.
27. These covenants are to run with the land and shall be binding in all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, before which time said covenants may be extended for successive periods of ten years as provided by law unless an instrument signed by three-quarter (75%) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
28. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

The above restrictions shall operate as covenants running with the land for the benefit of any and all persons who may hereafter own property in XXXXXXXXXXXX Subdivision. All such persons are specifically given the right to enforce these restrictions through any proceedings at law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damage suffered by them for any violation thereof.

