



Regency Homes, Inc.
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PROTECTIVE COVENANTS & RESTRICTIONS FOR *HARMONY ESTATES*

HOGDAL FARM LIMITED PARTNERSHIP, fee owner of all the lots in *Harmony Estates*, a duly platted subdivision of land in the County of Anoka, State of Minnesota, City of Ham Lake, which plat is on file and of record in the office of the County Recorder in and for said County, and desiring to establish the nature of the use and enjoyment of said residential lots in *Harmony Estates*, do hereby declare all of the said lots therein subject to the following express Covenants and Restrictions as to the use and enjoyment thereof, all of which are to be construed as running with the title to said residential lots, and every part and parcel thereof.

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

- 1. LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on said parcel other than a single-family dwelling.
- 2. BUILDING DESIGN:** All main residences, residential garages and accessory buildings must meet city codes. No building, including main residence, garage, storage shed or other building, shall be erected, placed or altered on any lot until final construction plans, specifications and location of the structure have been approved by the **Architectural Control Committee**. In order to preserve the high standard of appearance of the subdivision the homes will not all be constructed of just one style or all have the same appearance but be constructed in a variety of styles while maintaining harmony of external design with existing structures. All homes must have a minimum estimated market value of \$350,000. If the home is constructed to have a deck and/or patio, they must be installed and completed within 12 months from occupancy. All building plans must be submitted to the **Architectural Control Committee** for approval prior to start of construction.

- 3. EXTERIOR APPEARANCE AND EXTERIOR MATERIALS:** It is the intent of these Covenants and Restrictions to ensure a quality and cohesive housing development. Therefore, all exterior designs and exterior materials must have prior written approval by the **Architectural Control Committee**. In order to increase curb appeal, the front of the house must have partial brick or stone which covers a minimum of 35%. The front of the home is the portion facing the road which includes the house, entrance porch and attached garage. In order to preserve the uniform and high-standard appearance of the subdivision, each owner undertakes responsibility for the maintenance and repair of the exterior of his residence, private yard area and private driveway on the lot. Such responsibility for maintaining the lot and improvements thereon shall include, but not be limited to the following: the maintenance and repair of exterior surfaces of all buildings on the lot, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance or repair of roofs, gutters, down spouts and overhangs, the maintenance and repair of exterior windows and doors, necessary painting, staining and repair of patio structures. The owner would also be responsible for maintaining private yard areas and private driveways and owner shall be required to mow, trim, water, or otherwise care for grass, trees, or other plants. The owner shall be required to remove snow from the private driveways, parking areas and walkways to the residence.
- 4. ACTIVE SOLAR HEATING SYSTEMS OR UNITS:** No building which incorporates or utilizes an active solar heating system unit or units for purposes of heating a structure or water or for any other purposes shall be erected, altered, placed, or permitted to remain on any lot unless the construction plans and specifications thereof and a plan showing the location of the structure and such system or units have been approved by the **Architectural Control Committee** as to quality of workmanship and materials, and compatibility with the existing physical environment and topography within the subdivision.
- 5. FACTORY-BUILT OR PRE-ASSEMBLED DWELLINGS:** No factory-built or pre-fab/assembled dwelling shall be erected, placed, or permitted on any lot.

RESTRICTIONS APPLICABLE TO LOTS

- 1. LANDSCAPING AND DRIVEWAYS:** Front yards shall be sodded border-to-border to back of house and installation of driveways shall be completed within **90 days** after the date of closing/occupancy of home. If closing occurs after **October 15th** during any year, the installation of said sod and driveways must be completed by **June 1st** of the next calendar year. All driveways must have asphalt or concrete surface.
- 2. STORAGE:** Outside storage of any items that distracts from the general appearance of residence, including trash and garbage containers shall not be allowed unless effectively screened from view outside the lot. Household trash and garbage shall be regularly collected and may be kept outside only if in tightly covered containers.

3. **TEMPORARY STRUCTURES:** No structure of a temporary character shall be used as a residence, including a trailer, mobile home, tent, garage, barn or other like outbuilding, at any time either temporarily or permanently.
4. **UNLICENSED VEHICLES:** No unlicensed vehicles of any type shall be kept on any lot.
5. **NUISANCES:** No refuse pile or unsightly objects shall be allowed to be placed or to remain anywhere thereon. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may by, or may become, an annoyance to the neighborhood.

GENERAL PROVISIONS

1. **TERM:** The Protective Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of time determined by the **Architectural Control Committee**.
2. **AMENDMENTS:** These Protective Covenants and Restrictions may be altered, amended, or changed at any time by the **HOGDAL FARM LIMITED PARTNERSHIP**.
3. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person/persons violating or attempting to violate and Covenant or Restriction either to restrain violation, or to recover damages for violation thereof.
4. **INVALIDATION:** Invalidity of any of the these Covenants or Restrictions by judgment or court order shall in no way or manner affect any of the other Covenants or Restrictions herein which shall remain in full force and effect.
5. **CLOSINGS:** Please be advised the seller's preference is that all closings of said lots be conducted at **Registered Abstracters Inc** located at 2115-3rd Ave., Anoka, MN. The phone number is 763-427-3012.

ARCHITECTURAL CONTROL COMMITTEE: There shall be an Architectural Control Committee consisting of **Hogdal Farm Limited Partnership** members: John Hogdal, Meredith Pyles, Virginia Kost, Anna Carlyle, and Nancy Braastad.

All matters to be considered for Committee's approval must be submitted in writing and the Committee's approval or disapproval as required in the Covenants shall be in writing.

Written requests may be submitted to:

Anna Carlyle
15110 Xylite St NE
Ham Lake, MN 55304
Phone #612-840-7354

I have read and agree to these terms signed this _____ day of _____,
year of _____.

X _____
Buyer

X _____
Seller