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TCPA
4111 - 11TH AVENUE SW, RM 10
ROCHESTER, MN 55902

See Sheet

**DECLARATION OF PROTECTIVE COVENANTS FOR THE
BENEFIT OF
MAYOWOOD ESTATES**

THIS DECLARATION, is made this 1st day of December, 2020 by Clark
Development LLC, a Minnesota limited liability company (hereinafter referred to as
"Declarant").

WITNESSETH

WHEREAS, Declarant is the fee owner of the real Property in Olmsted County,
Minnesota described as follows:

All the Lots, Blocks and Outlots in Mayowood Estates, Olmsted County, State of
Minnesota (hereinafter "the Property"); and

WHEREAS, Declarant desires to create and maintain the Property as a
community with architectural design quality, residence compatibility and site
feature quality and compatibility, to insure continued property values and pride of
ownership; and

WHEREAS, Declarant intends by this Declaration to impose upon the Property mutually
beneficial restrictions under a general plan of development for the benefit of the owners
of Lots within the Property;

NOW THEREFORE, Declarant declares that the Property is, and shall be, held,
transferred, sold, conveyed and occupied subject to the following covenants, restrictions,
easements, charges and liens (sometimes referred to herein as "Covenants and
Restrictions") which covenants and restrictions shall run with the land and be binding on
all parties having any right, title or interest in the hereinafter described Lots or any part
thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner
thereof.

*12-23-2020
TCPA*

WV

**ARTICLE I.
DEFINITIONS**

- (a) "Architectural Review Committee" (also known as "ARC") shall mean the committee of people established herein to maintain architectural and construction standards of improvements on the Lots that enhance the value of the Lots as a whole.
- (b) "Declarant" shall mean and refer to the Declarant above-named, and to its successors and assigns.
- (c) "Dwelling" shall mean and refer to a residence building situated upon a Lot, designed and intended for use and occupancy as a residence by a single family.
- (d) "Lot" shall mean and refer to all platted lots in Mayowood Estates, except for any outlots created by Declarant.
- (e) "Owner" shall mean and refer to the record fee owner or contract vendee, whether one or more persons or entities, of any Lot included herein, but excluding contract vendors and others holding an interest merely as security for the performance of an obligation.
- (f) "Property" shall mean and refer to all the Lots, Blocks and Outlots in Mayowood Estates, and all portions thereof.

**ARTICLE II
REAL PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration as more particularly described as follows: all the Lots and Outlots platted in Mayowood Estates, Olmsted County, State of Minnesota.

**ARTICLE III
ARCHITECTURAL REVIEW COMMITTEE**

Section 1. Architectural Review Committee. In order to preserve the high quality of the Dwellings and Lots in Mayowood Estates is hereby established an Architectural Review Committee ("ARC") for the Property which shall be comprised of the Declarant until such time that residences have been constructed and completed on all Property or until such time that the said Declarant desires to divest itself of responsibility for architectural control. At such time that such control is relinquished, such responsibility shall be vested in a committee comprised of three Owners which members shall be elected by all Lot Owners in Mayowood Estates. Said elected ARC shall, at that time, adopt a meeting schedule and rules of operation.

Section 2. General Requirements.

(a) The construction, appearance, placement or maintenance of buildings, fences, drives, sidewalks, walls, pools, play equipment, other structures of any kind or nature, and landscaping shall be subject to the ARC's prior written approval. The standards are divided into the construction and post-construction phases as provided herein.

(b) No building, fence above ground or underground, drive, sidewalk, wall or other structure shall be commenced, erected, added to any existing building or maintained upon any Lot nor shall any landscaping be performed without the prior written approval of ARC. The ARC will review the plans and specifications showing the nature, kind, shape, height, materials and location of the same as to harmony of external design and location in relation to surrounding structures and topography. Such plans, upon submittal, shall be approved or disapproved by ARC within ten business days after they are delivered to the ARC. If approval or disapproval action is not taken within said time period, the plans submitted shall be presumed to be approved.

(c) Any and all construction on the Property and all site plans presented for review by the ARC shall be in compliance with this Declaration and with all applicable state, Olmsted County and Rochester Township permits, regulations and requirements, including, but not limited to, building codes, zoning regulations, setback requirements and grading plans which may be in effect from time to time, provided that, where there is a conflict between the requirements of an applicable governmental regulation, requirement, ordinance or code and the requirements of this Declaration the more strict requirement shall govern.

(d) Plans submitted for approval shall include the following:

(i) Dwelling plans, including:

- (1) Floor plans
- (2) Building elevations
- (3) Construction materials and specifications

(e) Site plans, which indicate:

- (1) Building, land coverage and location
- (2) Location, and surface of all drives
- (3) Location and type of all exterior lights
- (4) General site grading plan including existing and proposed contours
- (5) Landscaping plans

Section 3. General Standards.

(a) Each Lot shall be restricted to construction of one single-family residence. No

lean-to, carport, vehicle storage building or building or structure detached from the residence shall be permitted, except: (a) up to one accessory structure such as a utility storage building, gazebo, or pool house, not exceeding 144 square feet in size unless otherwise approved in writing by the ARC, and constructed with the same materials and architectural style as the Dwelling; and (b) up to one accessory garage not to exceed 1500 square feet in size when constructed, to accommodate up to three stalls attached to the house or in a detached manner as part of the design style, and constructed with the same materials as the Dwelling. Any additional garage structure must be reviewed and is subject to approval by the ARC.

(b) No building shall be moved onto any Lot. No factory-manufactured building shall be allowed on any Lot; provided, however, that this shall not preclude precut or similar type construction.

(c) No fences shall be allowed upon any Lot with the exceptions of swimming pool fences required per code, and dog fences, which must be incorporated with the Dwelling materials, and may not extend toward the front yard beyond the rear wall of the Dwelling closest to the rear property line, and must be built of metal or aluminum (no chain link fences). All fences must be approved by the ARC.

(d) No above ground pools shall be allowed upon any Lot.

(e) To prevent failure of irrigation systems due to inadequate water pressure and to prevent adverse affects on the water pressure available to other Lots, all irrigation systems shall be zoned and shall preferably be installed by a qualified irrigation system contractor.

Section 4. Construction Phase Standards.

(a) General:

(i) It is the Builder's and Owner's responsibility to prevent erosion and assure positive drainage. Immediately prior to lot purchase time the Builder and Owner must submit an online application for a Construction Stormwater Permit with the Minnesota Pollution Control Agency and provide the Declarant with a copy of the automated email confirmation as proof of application.

(ii) No Lot shall be used or maintained as a dumping ground for rubbish. Construction debris will be kept in appropriate containers and removed from the job site on a regular basis. No burning of debris is permitted. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(iii) No vehicles or equipment except passenger automobiles and equipment being used in the construction on the site shall be parked overnight on the street in front of any Lot or upon said Lot or driveway and no materials shall be stored or kept on or in front of any Lot except for the purpose of immediate incorporation into a structure on such Lot. Two construction trailers will be permitted on a Lot during construction. The trailer cannot be parked in the roadway. It shall be the responsibility of the Owner to

repair any roads or yards damaged during construction of the residence or during site improvements made to Owner's premises.

(b) The Dwelling Design and Position:

- (i) The ARC shall approve the positioning of the house on the Lot to ensure proper visual appeal, privacy between Dwellings, elevation relative to the street, adjacent house and ground forms.
- (ii) Dwellings shall be sited on the Lots in a manner which shall maximize open space yard areas and privacy between houses.
- (iii) The desired minimum standard for roof pitch shall be 8:12. However, with ARC approval, such pitch may be reduced when deemed appropriate to house style and fit with adjacent homes. Roof pitches between 10:12 and 12:12 are preferred.
- (iv) The Dwelling's front exteriors must be stucco, brick, stone, or wood, or be materials of such design, character, and quality as the ARC deems appropriate. High-grade hardboard, LP SmartSide siding, or "hardi-plank" style siding may be used for the front exterior in combination with areas of brick, stone, or stucco.
- (v) Siding shall be fibered cement, composite wood materials, steel siding or a combination thereof. Dwellings shall be painted or stained using approved muted or earth tone colors. Trim colors shall complement the major house color used. Stone and brick accents are encouraged.
- (vi) Homes of earth-sheltered design shall not be permitted.

(c) Site Design:

- (i) Each Lot shall be sodded and/or seeded in predominantly Kentucky Blue Grass prior to occupancy of the Dwelling. If weather conditions do not permit, the ARC may grant an extension of time. Sod or seed shall be placed in all areas where practicable where grass growth is intended.
- (ii) Driveways and parking areas shall be constructed of concrete or pavers with the exception that driveways of considerable length (as determined by the ARC in its sole discretion) may be constructed of asphalt upon approval of the ARC, which may be granted or withheld in the ARC's sole discretion. Culverts must be installed prior to construction and will be sized by the engineer for the developer, with a minimum of 15-inch diameter and aprons on both ends. The culvert shall be galvanized steel and purchased by Lot Owner.
- (iii) Walkways shall be constructed of concrete or brick or another approved hard-surfacing material.

- (iv) All landscape materials used shall be hardy and appropriate to the area and use on the site.
- (v) House Numbers: House numbers will meet the USPO standards and be consistent with the architectural style of the home.

Section 5. Post-Construction Phase Standards.

- (a) Dwellings and Structures: Additions to Dwellings and structures, remodeling, reconstruction, or significant modification of any building or structure, including fences, out buildings, retaining walls, or topographic grade modifications affecting storm water shall be subject to the same restrictions and conditions as the original house construction. Care shall be taken to assure the alterations of the buildings' exteriors are of the same style as the existing Dwellings. Materials used and considerations made by the ARC in review of the plans shall be the same as for the construction phase standards. Re-painting of the exterior of a Dwelling or ancillary building/garage located on a Lot shall be considered a significant modification for the purpose of this section.
- (b) Exterior Maintenance: Each Lot and the building(s) erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

Section 6 Miscellaneous Provisions.

- (a) Removal and Abatement. The Declarant shall have the right to order an Owner to remove or alter any structure on any Lot erected in violation of the terms of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or other violation. Any cost incurred shall be the personal obligation of the Owner and a lien against the Lot. In the event the the Declarant requests injunctive or similar equitable relief, it shall not be required to post any bond.
- (b) Variances. Reasonable variances to the standards established herein, or to standards further established by the ARC, may be granted by the ARC after review, in order to overcome practical difficulties, to prevent unnecessary hardship, or to respond reasonably to special circumstances presented by a particular Lot. A variance shall apply only to the specific Lot and the specific ARC action on the particular issue, and shall have no effect as precedent in any other ARC decision.
- (c) Liability Agreement. Approval or disapproval of any plan by the ARC shall not constitute a statement or opinion as to the adequacy of the plan in meeting building codes, City requirements, construction standards of workmanlike quality, or any other

standard of efficacy. By Owner's acceptance of a deed to a Lot the Owner agrees, and waives all rights to seek damages, from the Declarant, the ARC and its members for any alleged loss connected with the approval or failure to approve any plan, modification or proposal.

(d) Reasonable Use of Authority. The ARC shall at all times use the authority established herein in a reasonable fashion, with the goal of enhancing the neighborhood in general, while equally affording Owners maximum reasonable choices in improving their Lots.

(e) General Contractor; Time for Completion. Construction plans submitted to the ARC shall specify the general contractor responsible for construction. All Dwellings or other structures constructed or placed on the Property shall be completely finished on the exterior thereof within 16 months after commencement of construction.

ARTICLE V COVENANTS FOR THE BENEFIT OF LOTS AND OWNERS

Section 1. Use of Lots. No Lot shall be used except for residential purposes.

Section 2. Trash Receptacle. No garbage, garbage cans, ashes, refuse or trash receptacles shall be allowed on a Lot exposed to view and no outside incinerator shall be permitted. No burning of rubbish outside of a residence shall be permitted.

Section 3. Subdivision of Lots. No Lot shall be subdivided into smaller lots or areas other than as originally platted, except this restriction shall not prevent a Lot from being for the purpose of adding it to an adjacent Lot or portion thereof.

Section 4. Fuel Containers. No liquid, propane gas or other container of any type shall be allowed on any Lot exposed to view. Where feasible such containers shall be buried.

Section 5. Weeds and Debris. Each Owner shall keep his/her Lot free from weeds and debris prior to construction and upon completion of construction shall not store or retain any construction materials or equipment on a Lot except within a structure.

Section 6. Animals. No animals, 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 they are not kept, bred or maintained for commercial purposes. Dogs, cats and other household pets shall not be permitted to run at large, and it is the Owner's responsibility to comply with all applicable local ordinances, rules or regulations relating to such animals.

Section 7. Occupancy. No Dwelling may be occupied until the exterior is completely finished including one coat of exterior painting, having due regard for weather and climate conditions.

Section 8. Easements. Easements are reserved as shown on the recorded plat for the installation and maintenance of utilities, drainage, and walkway facilities. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the flow of 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. All utility and telecommunication transmission lines within the Property, other than those existing on the date of the Declaration and those hereafter installed by Declarant, shall be installed and maintained underground.

Section 9. Boulevard Trees. No boulevard trees are allowed in the public right-of-way.

Section 10. Active Solar Heating Systems or Units. No Dwelling or other improvement which incorporates or utilizes an active solar heating system unit or units for purposes of heating a Dwelling or any part of a Dwelling, or water or for any other purposes, may be erected, altered, placed; or permitted to remain on any Lot unless the construction plans and specifications therefor and a plan showing the location of the structure and such system or units have been approved by the ARC as to quality of workmanship and materials and compatibility with the existing physical environment.

Section 11. Earth Shelter or Earth-Bermed Building. No building commonly described as an "earth shelter" or incorporating earth-bermed construction techniques shall be erected, altered, placed or permitted to remain on any Lot.

Section 12. Antennas. Except with the advance written approval and authorization of the Architectural Control Committee, no exterior television or radio antenna, or satellite dishes exceeding 36 inches in diameter, shall be placed, allowed or maintained upon any portion of a Lot or the Dwelling or any other structure located on a Lot.

Section 13. Prohibited Activities. Campers, trailers, boats, snowmobiles, or other recreational vehicles shall not be permitted to remain upon any Lot for any period in excess of 15 days in any one calendar year, unless such campers, trailers, boats, snowmobiles or other recreational vehicles are stored within an enclosed building located on the Lot.

Section 14. Temporary Structures. No structure of a temporary character, including a trailer, mobile home, basement, tent, shack, garage, barn or other like outbuilding, shall be used on any Lot herein at any time as a residence, either temporarily or permanently.

Section 15. Unlicensed Vehicles. No unlicensed vehicle of any type shall be kept on any Lot.

Section 16. Nuisances. No refuse pile or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. No noxious or offensive activities shall be carried upon any Lot, nor shall anything be done on any Lot or in any building thereon which may be, or may become, an annoyance to the neighborhood.

Section 17. Signs. Signs shall not be displayed to the public view on any Lot except; one professional sign of not more than two square feet; one sign of not more than six square feet advertising the property for sale or rent. Signs pertaining to elections are permitted from 60 days before to 7 days after the election. This Section shall not apply to signs established by the Declarant or its agent. Temporary reasonable signs noting "garage sale", "graduation party" and similar are permitted.

Section 18. Interior. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the Owner's Dwelling.

Section 19. Exterior Maintenance. Owners shall maintain unimproved Lots and Lots being improved in a manner to control weeds, burdock, buckthorn and other noxious plants. Seeding and mowing to control erosion, maintain drainage easements and maintain a neat appearance of unimproved Lots is required. Downed trees encroaching upon common areas, Lots and streets shall be promptly removed at Owner's expense.

Section 20. Notwithstanding anything contained herein to the contrary, construction trailers, model homes, and sales centers are permitted during the development phase of the subdivision.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner or any mortgagee of record, shall have the right to enforce this Declaration by proceedings at law or in equity. Failure by any person or governmental authority to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Duration. This Declaration shall run with and bind the Lots for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically renewed for successive periods of 10 years each.


Section 4. Amendment. This Declaration may be amended by an instrument signed by the Owners owning at least 75 percent of the Lots . Each amendment must be recorded with the Olmsted County Recorder before it shall be effective.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person at the time of the mailing and to the occupant of the address of the Owner's Lot if it is a different address.

Section 6. Captions. The title of this instrument and the captions of the articles, sections and subsections hereof are for convenience of reference only.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the day and year first above written.

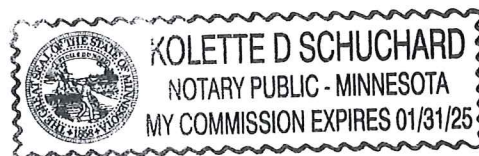
Clark Development LLC

By: 
Edward D. Clark
Its: Manager

STATE OF MINNESOTA
COUNTY OF OLMSTED

On this 1 day of December, 2020, the foregoing instrument was executed, by Edward D. Clark, as the Manager of Clark Development LLC.


NOTARY PUBLIC



This instrument was drafted by
Frank J. McAnulty
1801 Greenview Dr. SW Suite 102
Rochester, MN 55902