

**DECLARATION OF RESTRICTIVE COVENANTS**

SWEDISH CHAPEL ESTATES in HAM LAKE, MINNESOTA

**MN Developments L.L.C.** Declarant, being the owner of the following described tracts of land situated in the county of Anoka, MN. To wit:

**Lots 1-10 Block 1, Lots 1-13 Block 2, Lots 1-24 Block 3 of Swedish Chapel Estates, Anoka County, Minnesota.**

According to the plat thereof on file and of record in the office of the Registrar of Deeds of Anoka County, Minnesota: In order to preserve the character and purposes of the subdivision of land now being subdivided by said parties, do hereby set out the following restrictions and covenants which shall bind the parties hereto, their successors and assigns, all subsequent purchasers, their heirs, executors, administrators or assigns, to wit:

1. That no lot or parcel of land shall be used except for single family residential purposes and no other type of structure shall be erected, altered, placed or permitted to remain on any lot, provided however that a second garage is permitted.
  
2. All residences shall conform to the zoning and building code requirements of the City of Ham Lake and the county of Anoka in effect at the time of the construction of the residences. All structures shall be completely finished on the exterior within nine (9) months after the commencement of the construction thereof. Occupancy of a basement dwelling is expressly prohibited.
  
3. No structure, planting or other material shall be placed or permitted to remain on said lots which may damage or interfere with the installation, maintenance and operation of any utility easements created by the plat of Swedish Chapel Estates.
  
4. No lot shall be maintained as a dumping ground for rubbish. All trash, garbage or other wastes shall be kept in sanitary containers and in a sanitary manner.
  
5. No trailer, basement, tent, shack, garage or other structure shall at any time be used temporarily or permanently as a residence upon the land described herein.
  
6. No inoperable vehicles or vehicles not currently licensed shall be permitted to stand upon the streets, roadways, or described lots in said plat for a period of more than 40 hours.
  
7. Prefabricated or modular type structures or dome homes shall not be permitted.

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8. No homes shall be built on any lot that does not meet the following minimum square footage requirements:

1 story home: 2000 minimum square feet finished above ground, excluding porches and garages, plus a 3 car attached garage. Lots 1, 2, 3, & 4 on Block 3 and lots 1-10 Block 1 have an 1850 minimum square footage for 1 story homes.

2 story home: First (1st) and second (2nd) floor at least 1400 finished square feet each, excluding porches and garages, plus 3 car attached garage. Second floor square footage over the garage does not apply towards 1400 square foot minimum of the upper level. Lots 1, 2, 3, & 4 on Block 3 and lots 1-10 Block 1 have an 1250 minimum square footage per floor for 2 story homes, not including sq footage over the garage.

2 level split/Multi-Level Split: NOT ALLOWED

ALL HOMES will be required to have a minimum **8/12** roof pitch. Some exceptions can be made for architectural necessities to make the house design work such as porches, dormers ect.

By architectural approval only: 20% of the front elevation to have brick and/or stone. Stone or brick may be waived by the declarant in circumstances such as shakes or other. No vinyl, steel or aluminum siding on the front elevation. Front elevation to be stucco, James Hardie, or similar.

Declarant is allowed to approve exceptions to the building covenants for homes and outbuildings in cases where declarant deems the plans architecturally pleasing, even if the plans do not meet the above covenants.

Placing 2 or 3 cars end to end does not constitute a 3 car garage.

No metal pole buildings, however a second garage can be permitted per city but must match within reason to the front elevation to the house, including 8/12 roof pitch. Declarant maintains the right to approve unique accessory building designs.

FRONT TUCK UNDER GARAGES BY APPROVAL ONLY

9. At no time shall two adjacent houses be similar in its front elevation, It will also be up to the declarants discretion if any 2(two) houses are too similar in the plat of Swedish Chapel Estates.

10. Wetland buffer zones: Buyers are aware that they cannot mow within wetland buffer zones per the grading plan.

11. These plans shall contain details of design, elevation, site grade, fencing and location, and dimensions of structures, walks and driveways, and shall also state the type of construction and materials to be used in construction. Declarant; shall not unreasonably withhold approval of any plans submitted pursuant hereto; provided, however, that failure to meet the covenants, restrictions and conditions contained herein shall be reasonable grounds for Declarant's rejection.

A signature from an MN Developments L.L.C. representative on the plans shall be evidence of the approval of the plans by the Declarant. **YOU WILL NEED A SIGNED PLAN FOR A BUILDING PERMIT.**

If a Member of MN Developments is not available to sign plans and if all the above is met, it is allowable for a city building official to approve and sign plans that meet these covenants in full.

Any deviation in construction on any lot from the approved plans, which in the judgment of the Declarant is of Substantial detriment to the appearance of the structure, or the surrounding area, shall be corrected to conform to the approved plans at the expense of the owner of said lot.

Declarant may, at its option, transfer declarant's approval authority to the then recorded owners of a majority of the lots. If transferred by Declarant, these owners shall have the power through a duly recorded instrument to amend, alter or disband the committee, and if disbanded, to reinstate the committee and appoint the first members of the reinstated committee. Declarant also has full authority to make any changes to the recorded covenants at any time.

12. These covenants shall run with the land and shall be binding upon all parties and persons claiming under then for a period of 30 years from the date of recording. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority for the then owners of the lots has been recorded agreeing to the changes in said covenants in whole or in part.

13. Invalidation of any one or more of the provisions herein by judgment or court order shall not affect the validity of any other provisions, which shall remain in full force and effect.

14. Enforcement of the foregoing shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or provision herein, either to restrain Violation or to recover damages for said violation.

15. House location must correspond to that of the drainage plan of Swedish Chapel Estates.

16. Mailboxes for homes located on permanent culdesac roads are to be clustered together in one location per City of Ham Lake's request.

In witness whereof the Declarant herein has caused these presence to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
JEFFREY A, STALBERGER Co-Administrator  
MN Developments, L.L.C.

STATE OF MINNESOTA in COUNTY OF ANOKA

On this \_\_\_\_\_ of \_\_\_\_\_, 2024, before me, a Notary Public, the foregoing instrument was acknowledge by JEFFREY A. STALBERGER Co-Administrator of MN Developments L.L.C.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (print name)

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

Drafted by:  
Jeffrey A. Stalberger  
17404 – Ward Lake Dr NW  
Andover, Mn. 55304