

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
THE ZWEBER FARM ADDITIONS

THIS DECLARATION made this 31st day of October, 1997 by the undersigned being all of the owners and encumbrances of the land located in Dakota County, Minnesota, described as follows:

Lots 1 through 9 inclusive, Block 1,
Lots 1 through 5 inclusive, Block 2,
Lot 1, Block 3,
Lots 1 through 5 inclusive, Block 4,
Lot 1, Block 5,
Lot 1, Block 6, All in Zweber Farm First Addition
Outlots A, B, C, D, and E All in Zweber Farm First Addition

The subject land is hereby subjected to the following conditions, restrictions, reservations, and covenants:

1. Definitions: For the purposes of brevity and clarity, the following words shall have meanings as follows:
 - a. "Declarant" means D.R. Horton, Inc.-Minnesota, a Delaware Corporation, which is the present fee owner of said land.
 - b. "Lot" means any lot shown on the recorded plat of Zweber Farm Additions and any lot created in the future on any of the Outlots shown on said plat or by combining parts of existing lots.
 - c. "Lot Owner" means the record fee owner. If the land is sold on a Contract for Deed, the contract vendee is the owner. If the land is subject to a life estate, the life tenant is the owner.
 - d. "Boulevard" means land that is owned by the City, County, and/or State and is located between the curb and the lot.
 - e. "Association" means the Stonebrooke Home Owners Association, comprising all the lots and Outlots that will be platted from the Zweber Farm.
 - f. "City" means the City of Lakeville, and shall include all of its Ordinances and Rules that have been adopted for its Governance.
2. Residential Use only - Nuisance: No lot shall be used for other than residential purposes. No obnoxious, annoying or offensive activity shall be allowed on any lot nor shall any activity be allowed which may be a nuisance to the neighborhood.
3. Structures: Each structure on each lot shall conform to the following:
 - a. Residential: No residential structure shall be allowed on any lot other than one detached single family dwelling per lot, not exceeding two stories high above the entrance level.

The square footage of the ground floor of the main structure, exclusive of open porches and garages, shall not be less than 1800 square feet for a one story or bi-level home nor

less than 1000 square feet per floor for a two story home for the Charter Series Homes in the First Addition. For the Presidential Series Homes the minimum square footage for a one story or bi-level home is 1170 square feet, and not less than 1430 square feet for a two story home.

- b. **Garage:** The garage shall be at least 400 square feet in area and shall be directly attached to the residential dwelling.
 - c. **Harmony:** Any structures on a lot, including porches and enclosures connecting the garage to the dwelling, must have similar design, materials, color, and workmanship to the main structure. No free standing storage sheds will be allowed on any lot.
 - d. **Temporary Structures:** No trailer, tent shack, garage, barn, out-building, or temporary structure shall be used or occupied for a temporary or permanent residence.
 - e. **Garbage Receptacles or Burners:** No outside incinerators, trash burners, or garbage receptacles shall be allowed on any lot. Outdoor barbecues and fireplaces shall be allowed if they are not used to store or burn trash.
 - f. **Unfinished Structures:** All structures shall be completely finished on the exterior within nine (9) months of commencement of the excavation of the structure. No building which is not completely finished on the exterior shall be occupied as a residence.
 - g. **Fences:** No fences will be allowed in front yards and any fences that are installed in back yards will be of vinyl coated chain link construction. In the case of swimming pools, a privacy fence will be allowed. All fencing must conform to City ordinances.
4. **Sodding:** The entire lot, front to back, side to side, and adjacent boulevard from the curb to the property line, shall be sodded within Sixty (60) days after the dwelling is occupied. The entire boulevard shall be sodded to the lot corners. If weather does not permit sodding within that time, the sodding shall be done as soon as the weather permits. If part of the lot is wooded, then that part may be left in its natural state.
 5. **Animals:** No animals of any kind may be raised, bred, or kept on any lot (i.e., kennels, outbuildings). Dogs, cats or other household pets are allowed if they are not kept for commercial purposes and are housed in the main dwelling or garage.
 6. **Easements:** 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 the utilities, which may obstruct or retard the flow of water through drainage channels, or which may change the direction of flow or drainage in the easements. The easements 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.
 7. **Signs:** No signs shall be allowed on any lot except that one sign at a time is allowed for the purpose of selling and promoting the sale of the lot and structures. The sign shall not be illuminated and shall not exceed six (6) square feet in area. A sign shall not be higher than four (4) feet above grade unless attached to the residential structure. No sign shall be placed on the roof or extend above the eaves of the roof.

8. Erosion Control: It is the responsibility of the lot owner to maintain the erosion control devices in existence until turf is established. Erosion, including damage to adjacent lands that occurs after the home is built and the buyer takes possession or ownership is transferred, which ever is first, is the responsibility of the person owning the lot when the erosion occurs.
9. Maintenance of Boulevard: The City and/or Declarant, do not maintain the boulevards in front of the lots; accordingly, such maintenance is the responsibility of the affected and adjacent lot owners.
10. Entrance Monuments or Other Common Neighborhood Improvements: The entrance monuments and its landscaping have been placed on the Outlots that are platted to benefit all the platted lots. If any costs for repair or maintenance of the entrance monuments or other common areas are incurred, the total expenditures will be paid by the Association in the Zweber Farm Additions, and such future lots that are platted into the Zweber Farm Additions and their neighborhoods. The landscaping and plantings that are placed on the platted lots will be maintained by the Lot Owners.
11. Park Boundary Markers: Lots that abut the City Parks have a post marking the park boundaries. The Lot Owner of these lots will not remove the post and will not encroach on the City Park Land.
12. Covenants to Run with the Land: The covenants shall run with the land and shall be binding on all parties to this Declaration and all persons claiming under them for a period of thirty (30) years from the date the covenants are recorded, after which said covenants shall be automatically extended for successive periods of then ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. For the purposes of determining the majority of owners pursuant to this paragraph a registered abstractor stating the ownership of each parcel may be record and be prima facia evidence of the ownership of the subject lots.
13. Severability: If any terms, covenants, provisions, or any portion of this instrument is held to be invalid or unenforceable for any reason, such determination shall not be deemed to alter, affect, or impair any other portion of this instrument.
14. Amendment: This Declaration may be amended by a written document signed by eighty (80) per cent of the lot owners. Each lot shall have one vote. If the Declarant owns any of the outlots, it may amend this Declaration as it affects those outlots. An amendment to this Declaration shall be effective on recording with the County Registrar of Titles. An owners report by a registered abstractor shall be prima facia evidence of the lot ownership for purposes of amendments to this Declaration.

DECLARANT: D.R. HORTON, INC., - Minnesota

By: Neil G. Hansen
Neil G. Hansen, Vice President

