

OFFICE OF COUNTY RECORDER
COUNTY OF CLAY, MINNESOTA

1-11

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602689

Nancy Gunderson deputy
J. BONNIE READER,
CLAY COUNTY RECORDER

PAGES: 2/11

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**DECLARATION OF RESTRICTIVE COVENANTS
AND RESERVATION OF PUBLIC UTILITY EASEMENTS**

Hampton Place, a Minnesota general partnership, whose post office address is 1506 Main Avenue, Suite 101, Moorhead, Minnesota 56560, as Developer and Owner of:

All of Block 1; all of Block 2; all of Block 3; Lots 1 through 17, inclusive, Block 4; Lot 1, Block 5; and all of Block 6; all in HAMPTON PLACE FIRST ADDITION to the City of Moorhead, Clay County, Minnesota;

hereby declares that in order to protect the community and the individual lot owners, all of said premises shall be subject to the restrictions and conditions hereinafter set forth and that such restrictions and conditions shall apply to and be a part of every conveyance or deed to said premises or any part thereof, the same as though fully incorporated in any deed or conveyance thereof. The said restrictions and conditions shall be deemed and considered as covenants running with the land when conveyed or deeded and shall be binding on the heirs, executors, administrators, successors and assigns of any person to whom said land may have been conveyed until thirty (30) years after the date this Declaration is recorded, on which date these covenants, conditions, reservations and restrictions shall be automatically extended for a term of ten (10) years and thereafter in successive ten (10) year terms unless on or before the end of any such extension period or the initial period by vote of a majority of the then owners shall by written instrument, duly recorded, declare a termination, change or modification of these restrictive covenants and conditions, which amendments shall be effective at the start of succeeding ten year term. Although these covenants, conditions, reservations and restrictions may expire, any and all remedies for breach of these covenants, conditions, reservations or restrictions committed or suffered prior to expiration, shall survive such expiration. Any actual or attempted violations or omissions to perform any of the conditions and restrictions as hereinafter set forth shall entitle, and it shall be lawful for any person owning real estate in said addition

which is subject to the restrictions or conditions in respect to which default is made, or a community association formed by the Developer pursuant to these restrictions, to institute and prosecute appropriate proceedings, at law or in equity, for the wrong done or attempted.

1. **LAND TO WHICH THESE COVENANTS APPLY.** These covenants shall apply to above described lots in HAMPTON PLACE FIRST ADDITION to the City of Moorhead, Clay County, Minnesota, hereinafter the "Property." All buildings shall conform to the building codes of the City of Moorhead and Clay County, Minnesota.

2. **LAND USE AND BUILDING TYPE.** All of the Property to which these covenants apply shall be limited to single family residential use, unless located upon a lot defined as being permissible for the location of town homes.

3. **EASEMENTS.** As to all lots, easements for installation and maintenance of utilities and drainage facilities, if any, are reserved as shown on the final recorded plat of HAMPTON PLACE FIRST ADDITION to the City of Moorhead. Within these easements, no structures, plantings 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 or flow of drainage channels 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.

4. **ELEVATION.** All lots shall be graded to the finished grade elevation as determined by Owner's designated engineer or the city of Moorhead Engineer Department.

- a. That the street grade within the Property be not less than the Base Flood Elevation (BFE); and
- b. That the ground elevation at the Property line of any residential lot within the Property be no less than one (1) foot above the (BFE); and
- c. That the finish ground elevation of a residential lot within the Property at the property line be not less than one (1) foot above the (BFE); and
- d. That the finish ground elevation of a residential lot within the Property at the property line be not less than on (1) foot above the BFE; and
- e. That the top of the foundation or lowest opening of all residential structures within the Property be not less than three (3) feet above the BFE; and

- f. Elevation to be set at a height of thirty-six inches (36'') above the curb elevation; and
- g. All window wells below grade should be of cement or concrete construction.

5. **TIME LIMITS ON CONSTRUCTION.** Construction shall commence and architectural plans be approved within twelve (12) months of closing on the lot. Construction shall be complete within six (6) months after commencement.

6. **SIDEWALKS.** Sidewalks will be constructed as defined in the Developer's Sidewalk Agreement.

7. **LANDSCAPING.** All yards and lots shall be fully seeded or sodded within thirty (30) days after completion of the construction of any dwelling on the Property or as soon as weather permits, and all landscaping shall be in conformance with the Developer's Agreement.

8. **SATELLITE DISHES.** As to all lots, no satellite disc, dish or antenna shall be installed or permitted on any building lot closer to the boundary lines of any lot than the location of the main house structure located thereon. Additionally, no satellite disc, dish or antennae shall be installed, unless it is less than eighteen (18) inches in diameter, and submitted on the original building plan for approval of location by Owner or Owner's architect.

9. **RELOCATED STRUCTURES.** No houses or structures erected elsewhere shall be moved onto any lot or lots in this subdivision without the written permission of the Owner.

10. **DWELLING TYPE, QUALITY AND SIZE.** All lots herein described shall meet the following requirements:

The following lots are designated **TIER I** lots for the purpose of minimum square footage requirements: **Block 1, Lots 1-4 and 9-12; Block 3, Lots 5-7; Block 4, Lots 1-4, 9-10, and 14-17.**

The following lots are designated **TIER II** lots for the purpose of minimum square footage requirements: **Block 1, Lots 5-8; Block 2, Lots 1-10; Block 3, Lots 8; Block 4, Lots 11-13; Block 5, Lot 1; and Block 6, Lots 1-5.**

For **TIER I** lots, residential structures of the following types shall meet the following minimum square footage requirements:

Split Level - Not less than 1,550 square feet total for top three levels;

Single Level - Not less than 1,280 square feet;

Two Story - Not less than 1,600 square feet, and

Bi-Level - Not less than 1,200 square feet on upper level and not less than 960 square feet

on lower level.

For **TIER II** lots, residential structures of the following types shall meet the following minimum square footage requirements:

Split Level - Not less than 1,680 square feet total for top three levels;

Single Level - Not less than 1,360 square feet;

Two Story - Not less than 1,800 square feet, and

Bi-Level - Not less than 1,340 square feet on upper level and not less than 1,120 square feet on lower level.

The above minimum square footage requirements do not include basements, garages, decks, or porches.

Town homes shall be allowed only on Block 1, Lots 13-21; Block 3, Lots 1-4; Block 4, Lots 5-8; and Block 6, Lots 6-10.

No white or light colored roofs are allowed.

11. **ASSESSMENTS FOR CLEAN-UP/MAINTENANCE.** Owner reserves the right to assess individual lot owners, from time to time, regarding mowing or cleanup expenses incurred by Owner as a result of lot owners' or lot owners' contractor's maintenance of the lot.

12. **ACCESSORY STRUCTURES.** No detached structures shall be allowed including, but not limited to sheds, detached garages, animal kennels or animal houses unless submitted on the architectural plan and approved by Owner.

13. **SETBACKS.** All structures shall be located at least twenty-five (25) feet from the front and back Property lines so that aesthetically all houses are the uniform distance from the front and back Property lines; however, developer reserves the right to alter the front and back setback requirement in the event developer, in its own judgment, determines that it is more aesthetically pleasing to have a setback different from the twenty-five (25) foot requirement. In no case shall any structure be located closer than twenty-five (25) feet from the front street. If said lot is a corner lot, no structure shall be located closer than twelve (12) feet from the street, avenue, or road.

14. **FENCING.** All fencing plans must be submitted on the original architectural plan for the approval of Owner. In the event fencing material is utilized on any lot lines bordering bike trail easement or city park, a split rail natural wood with optional brown dipped plastic liner fence is required, with the top rail being no more than forty-two (42) inches off the ground and the aboveground post height measuring no

higher than forty-eight (48) inches. Any other fencing must be made from natural wood board-on-board fencing material and no more than six (6) feet high. In the event fencing material is utilized on lot lines connected to fenced lot lines bordering bike trail easement or city park, the last twenty-five (25) feet of the higher fence shall be tapered to dip to the height of the shorter, split rail fence. All fencing shall be maintained in a good condition by the lot owner and in a condition maintaining its original appearance. Split rail fencing shall not be stained or painted.

15. **GARAGES.** All garages must be attached to the primary structure, and must be capable of storing three (3) motor vehicles. The three (3) car stall requirement shall not apply to town homes. There will be no basketball backboards/hoops attached to the garage or any portion of the main structure. Permanent in ground post for basketball backboards are allowed. No garage or outbuilding shall be used for any purpose except in connection with the residence constructed on the lot.

16. **DRAINAGE.** Drainage ways shall conform to requirements of the City of Moorhead, Clay County, the Buffalo Red River Watershed District, and of all lawful public authorities including the engineer or other appropriate authority of Clay County, Minnesota.

17. **OCCUPANCY.** No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to full completion. Nor shall any residence, when completed, be in any manner occupied until made to comply with the approved plans and all covenants, conditions, reservations and restrictions herein set forth. No temporary house, dwelling, temporary structure shall be placed or erected upon any lot unless approved by Owner.

18. **LETTER AND DELIVERY BOXES.** Owner shall determine the location, color, size, design, lettering, and all other particulars of all mail or delivery boxes and standards and brackets and name signs for such boxes. Failure of Owner to make the aforesaid determination with respect to any lot in the future including the revision of mail or paper delivery boxes not previously approved by Owner. No delivery boxes other than boxes for the U.S. mail shall be permitted on any lot or abutting such lot without written authorization of Owner.

19. **COMMERCIAL VEHICLES.** No commercial vehicles, construction or like equipment or mobile homes or travel trailers of any kind shall be permitted on any lot of the subdivision unless first approved by Owner and kept in a garage completely enclosed. Motor homes, travel trailers and like vehicles shall be temporarily permitted on the premises or Lots therein only for the purpose of loading and unloading such vehicle at the time of use. Under no circumstances shall any such vehicle be on the premises

for more than forty-eight (48) consecutive hours. The use of all vehicles including, but not limited to, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs, and snowmobiles, may be subject to parking regulations or other restrictions regulating the same. In the event a community association is established, such association shall have the power to regulate the use of the above-stated commercial vehicles within this development.

20. **TANKS AND OTHER STORAGE.** No elevated tanks of any kind shall be erected, placed or permitted on any part of the premises or lots located therein. Any tanks used in connection with any residence shall be located inside of the primary structure or shall be buried or walled sufficiently to conceal them from view from neighboring lots, roads, or streets. All clotheslines, garbage cans, equipment, coolers, woodpiles, or storage piles shall be walled in to conceal them from view of neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by Owner prior to construction.

21. **HORSES AND PETS.** No horses shall be kept or stabled on any of the lots or on the premises. No animal of any kind other than customary household pets (including birds) shall be kept or allowed on any part of the premises or any lots thereof. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept in any portion of the premises.

22. **SIGNS.** No billboards or advertising signs of any kind or character shall be erected, placed, permitted, or maintained on any lot or improvement except as herein expressly permitted. A name and address sign used solely for the purpose of identification of dwelling house occupants may be placed on the lot by said occupants provided the sign is approved by Owner prior to installation. No flashing or moving signs shall be permitted. The provisions of this paragraph may be waived by Owner only when in its discretion the same is necessary to promote the sale of property in the premises area or promotion of the premises. The developer may erect, place and maintain such sign structure or structures, as it deems necessary for the operation or identification of the subdivision.

23. **NO HAZARDOUS ACTIVITIES.** No activities shall be conducted on the premises and no improvements constructed on the premises, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the premises; and no open fires shall be lighted or permitted on the premises except in a contained barbecue until while attended and in use for cooking purposes or within a safe and well designed interior fireplace.

24. **MINING.** No derrick or other structure designed for use in burrowing for oil or natural gas shall be erected, placed or permitted upon any part of the premises nor shall any oil, natural gas, petroleum,

asphalt or hydrocarbon products or minerals of any kind be produced or extricated anywhere in the premises. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted on any lot or any part of the premises nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on part of the premises.

25. **REMOVAL OF DIRT/FILL.** When excavating for structures, leveling of lots or doing any dirt work, no earth or soil shall be removed from the development or premises without the written consent of Owner, and then only to such places as may be directed by such written consent.

26. **PRIVATE WATER AND SEWER.** No private septic tanks, drain fields or private or community wells shall be permitted on the property or on any lot constituting a part thereof without express written consent by developer. All lots in the subdivision shall be served by the City of Moorhead water and sewer.

27. **DRIVEWAYS/PARKING SLABS.** All driveways as lots in the premises must have a concrete surface, and may not extend beyond the width of the garage. No additional parking slabs shall be permitted.

28. **DRAINAGE DITCH.** The owner of any lot of the heirs, successors and assigns of such owner by accepting conveyance of a lot acknowledge dangers inherent to persons and property posed by the proximity of a lot to the drainage ditch in the subdivision. By accepting conveyance of a lot abutting the drainage ditch the owner of such lot assumes the risk of usual and normal hazards to abutting lot owners by proximity to the drainage ditch and such of lot owner for himself, his heirs, successors, assigns, agents, employees, and guests, agrees to hold the City of Moorhead, Clay County, Buffalo – Red River Watershed District, Hampton Place, a Minnesota partnership, their agents, employees, principals, partners, successors and assigns harmless from such damage or claims of damages to persons or property arising from or associated with the drainage ditch.

29. **SEVERABILITY.** In the event any one or more of the foregoing covenants, conditions, reservations or restrictions is declared for any reason by a court of competent jurisdiction to be null and void the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not declared to be void or enforceable but all of the remaining covenants, conditions, reservations and restrictions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

30. **DEDICATED RIGHT.** The premises shall be subject to any and all rights and privileges which the City of Moorhead, the County of Clay, or State of Minnesota may have acquired through dedication or

the filing or recording of maps or subdivision plats as authorized by law and provided further that no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with and zoning ordinance, land use law, building code or other applicable law of the City of Moorhead, County of Clay, State of Minnesota.

31. **DEVELOPER.** Hampton Place, a Minnesota partnership, and its successors and assigns, is the developer described herein. The developer shall have the right to grant and convey all of its rights and obligations under this Declaration, including the right to enforce these covenants, conditions, reservations and restrictions, to such community association or other entity as may be organized or established for such purpose at such time as, in the sole judgment of the Developer, such entity is able to enforce the restrictions herein contained. If no such community association or other entity is organized, the rights of the Developer shall vest in owners of the lots when all lots on the premises are sold or on January 1, 2015, whichever occurs last.

32. **WAIVER CLAUSE.** Owner may waive any of the restrictions contained herein, upon request of an individual lot owner, if Owner determines, in its sole discretion that said waiver is in the best interests of the subdivision. Such a waiver shall only be deemed effective insofar as the requesting lot owner is concerned.

33. **NO FURTHER SUBDIVISION.** No further subdivision of any lots shall be allowed without the approval of the Developer and the appropriate City and County officials.

34. **NUISANCES.** As to all lots, no noxious or offensive activity shall be carried on or about any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

35. **TELEPHONE LINES, ELECTRIC LIGHT, CABLE, AND POWER LINES.** As to all lots, temporary overhead distributive and service lines shall be permitted only until permanent underground facilities are installed. Permanent overhead lines shall be prohibited except during emergencies and repairs.

36. **RESERVED RIGHT-MODIFICATION OF COVENANTS.** The owner hereby reserves the exclusive right to modify, delete, alter and revise any of the above covenants at any time until such time as at least twenty-four (24) of the residential lots located within HAMPTON PLACE FIRST ADDITION to the City of Moorhead, Clay County, Minnesota, have been sold. After twenty-four (24) or more of the lots have been sold by the owner, this right to make modifications, deletions, alternations or revisions to these covenants shall lapse. Otherwise, these covenants may be modified only as provided by law or the written

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Legals

~~58.276.1710 # DLTB, 88 LOTS PLATTED IN 2004~~

- 58.276.0010 NEW # FOR 1/1 IN 2005
- 58.276.0020 NEW # FOR 2/1 IN 2005
- 58.276.0030 NEW # FOR 3/1 IN 2005
- 58.276.0040 NEW # FOR 4/1 IN 2005
- 58.276.0050 NEW # FOR 5/1 IN 2005
- 58.276.0060 NEW # FOR 6/1 IN 2005
- 58.276.0070 NEW # FOR 7/1 IN 2005
- 58.276.0080 NEW # FOR 8/1 IN 2005
- 58.276.0090 NEW # FOR 9/1 IN 2005
- 58.276.0100 NEW # FOR 10/1 IN 2005
- 58.276.0110 NEW # FOR 11/1 IN 2005
- 58.276.0120 NEW # FOR 12/1 IN 2005
- 58.276.0130 NEW # FOR 13/1 IN 2005
- 58.276.0140 NEW # FOR 14/1 IN 2005
- 58.276.0150 NEW # FOR 15/1 IN 2005
- 58.276.0160 NEW # FOR 16/1 IN 2005
- 58.276.0170 NEW # FOR 17/1 IN 2005
- 58.276.0180 NEW # FOR 18/1 IN 2005
- 58.276.0190 NEW # FOR 19/1 IN 2005
- 58.276.0200 NEW # FOR 20/1 IN 2005
- 58.276.0210 NEW # FOR 21/1 IN 2005
- 58.276.0220 NEW # FOR 1/2 IN 2005
- 58.276.0230 NEW # FOR 2/2 IN 2005
- 58.276.0240 NEW # FOR 3/2 IN 2005
- 58.276.0250 NEW # FOR 4/2 IN 2005
- 58.276.0260 NEW # FOR 5/2 IN 2005
- 58.276.0270 NEW # FOR 6/2 IN 2005
- 58.276.0280 NEW # FOR 7/2 IN 2005
- 58.276.0290 NEW # FOR 8/2 IN 2005
- 58.276.0300 NEW # FOR 9/2 IN 2005
- 58.276.0310 NEW # FOR 10/2 IN 2005
- 58.276.0320 NEW # FOR 1/3 IN 2005
- 58.276.0330 NEW # FOR 2/3 IN 2005
- 58.276.0340 NEW # FOR 3/3 IN 2005
- 58.276.0350 NEW # FOR 4/3 IN 2005
- 58.276.0360 NEW # FOR 5/3 IN 2005
- 58.276.0370 NEW # FOR 6/3 IN 2005
- 58.276.0380 NEW # FOR 7/3 IN 2005
- 58.276.0390 NEW # FOR 8/3 IN 2005
- 58.276.0400 NEW # FOR 1/4 IN 2005
- 58.276.0410 NEW # FOR 2/4 IN 2005
- 58.276.0420 NEW # FOR 3/4 IN 2005
- 58.276.0430 NEW # FOR 4/4 IN 2005
- 58.276.0440 NEW # FOR 5/4 IN 2005
- 58.276.0450 NEW # FOR 6/4 IN 2005
- 58.276.0460 NEW # FOR 7/4 IN 2005
- 58.276.0470 NEW # FOR 8/4 IN 2005
- 58.276.0480 NEW # FOR 9/4 IN 2005
- 58.276.0490 NEW # FOR 10/4 IN 2005

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- 58.276.0500 NEW # FOR 11/4 IN 2005
- 58.276.0510 NEW # FOR 12/4 IN 2005
- 58.276.0520 NEW # FOR 13/4 IN 2005
- 58.276.0530 NEW # FOR 14/4 IN 2005
- 58.276.0540 NEW # FOR 15/4 IN 2005
- 58.276.0550 NEW # FOR 16/4 IN 2005
- 58.276.0560 NEW # FOR 17/4 IN 2005

58.276.0770 NEW # FOR 1/5 IN 2005

- 58.276.0840 NEW # FOR 1/6 IN 2005
- 58.276.0850 NEW # FOR 2/6 IN 2005
- 58.276.0860 NEW # FOR 3/6 IN 2005
- 58.276.0870 NEW # FOR 4/6 IN 2005
- 58.276.0880 NEW # FOR 5/6 IN 2005
- 58.276.0890 NEW # FOR 6/6 IN 2005
- 58.276.0900 NEW # FOR 7/6 IN 2005
- 58.276.0910 NEW # FOR 8/6 IN 2005
- 58.276.0920 NEW # FOR 9/6 IN 2005
- 58.276.0930 NEW # FOR 10/6 IN 2005