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Office Of County Recorder  
Clay County, MN

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**HAMPTON PLACE 4<sup>TH</sup> ADDITION TO THE CITY OF MOORHEAD**

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

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7.20.23.7

**HAMPTON PLACE 4<sup>TH</sup> ADDITION TO THE CITY OF MOORHEAD**

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS DECLARATION is made effective the 1<sup>st</sup> day of March, 2023 by HAMPTON PLACE DEVELOPMENT LLC, a North Dakota limited liability company (hereinafter, the "Developer").

**RECITATIONS:**

A. Developer is the owner of Hampton Place 4<sup>th</sup> Addition to the City of Moorhead, Clay County, Minnesota.

B. Developer desires to provide for the preservation of the values and amenities of the Property further described in Article II of this Declaration, which will hereinafter be referred to as the "Property."

C. The Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges (collectively, the "Covenants") set forth in this Declaration and/or of record with the Clay County Recorder with respect to the Property.

D. Each of Covenants are for the benefit of the Property, and each owner of any portion of the Property.

E. These Covenants run with the Property and are binding on all parties having or acquiring any right, title or interest in any part of the Property herein described. These Covenants shall inure to the benefit of each owner of any portion of the Property.

***NOW, THEREFORE***, the Developer declares the Property is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth in this Declaration.

**ARTICLE I.  
DEFINITIONS**

Unless the context shall prohibit, the following terms, when used in the Declaration, shall have the following meanings:

***"Building Plot"*** shall mean and consist of one or more Lots, or one Lot and a portion or portions of adjacent Lots which have the same Owner.

***"Covenants"*** shall mean the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, as may from time to time be amended.

**“Developer”** shall mean and refer to Hampton Place Development LLC, its successors and assigns, if any successors or assigns shall acquire a majority (as of the time of assignment) of undeveloped Lots for the purpose of development.

**“Family”** shall mean one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three or more persons thereof are not related by blood, adoption or marriage.

**“Lot”** shall mean and refer to any plot of land shown upon any recorded plat of the Property. If a Lot (as shown on the plat) or any portion thereof is added to an adjacent lot, then the same shall be considered as a Lot for purposes of this Declaration.

**“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

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

The Property which is and shall be held, transferred, sold, conveyed and/or occupied subject to this Declaration and these Covenants is described as follows:

- Lots 1-30, inclusive, Block 1;
- Lots 1-22, inclusive, Block 2;
- Lots 1-10, inclusive, Block 3;

all in Hampton Place 4<sup>th</sup> Addition to the City of Moorhead, Clay County, Minnesota.

This real property shall be referred to as the “Property.”

**ARTICLE III.**  
**ARCHITECTURAL CONTROL**

Section 3.1. Architectural Review Committee. Hampton Place Development LLC hereby establishes the Hampton Place 4<sup>th</sup> Addition Architectural Review Committee for the Property (the “Architectural Review Committee” or “ARC”). The ARC is comprised of the Developer’s appointed architect and Developer, and shall function until such time as residences have been constructed and completed on all of the Property, or until the time the Developer decides to divest itself of responsibility for the architectural control. When such control is relinquished by Developer, the responsibility shall be vested in a committee comprised of three (3) Owners, each of whom shall be elected by majority vote of the Owners of the Lots which constitute the Property. The elected committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively

presumed that construction has not be completed upon all the Lots located within the Property, or that the Developer has not divested itself of responsibility for architectural control until there is a sworn affidavit or statement of record from the Developer stating that one or the other of these two situations exist, which situation transfers architectural review authority to the committee previously described.

Section 3.2. Procedure for Submission of Plans and Specifications to the ARC. A PDF file of plans and specifications must be submitted to the ARC electronically. The ARC will exercise its best efforts to approve or disapprove the plans and specifications in writing within fourteen (14) days of receipt of the plans and specifications. Approval shall not be arbitrarily withheld or delayed, it being the intention of the ARC to grant or withhold the approval for the purpose of establishing a quality restricted residential district, free from objectionable or value destroying or negating features, and in conformity with governing zoning codes, building codes and other applicable regulations then in force.

Section 3.3. Construction Time and Requirements. Construction of all primary structures shall be substantially completed within twelve (12) months after issuance of any building permit for the structure. No outside storage of building materials shall be permitted on any Lot after the 12-month construction period.

Section 3.4. Required Approval from ARC. No building, fence, deck, patio, wall, landscaping feature, pool, hot tub, play feature, driveway, sidewalk, pergola, exterior steps or stairway or any other structure shall be commenced, erected or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto to be made to any buildings on the Lots, until the plans and specifications for the same have been submitted to and approved in writing by the ARC or its appointed architect.

Section 3.5. Requirements for Submitted Plans. Plans submitted for approval shall include the following:

Section 3.5.1. A complete set of house plans and site plans with a completed application form shall be submitted electronically as a PDF, or in another format acceptable to the ARC;

Section 3.5.2. The house plans and specifications must indicate construction materials and specifications, roofing materials, exterior finishes and colors. A completed application form on a form provided by the ARC must be provided;

Section 3.5.3. The site plans must indicate the basement outline with projections shown as a dotted line, including reference to any easements of record that are within the area of the floor plan, and all driveways, sidewalks and any other areas impervious to rain. The garage footprint and any exterior stairs or decks must be indicated and shown. The main floor proposed grade and the basement floor grade must be clearly shown. The site plan must clearly indicate the finished landscape grade at each corner of the building as well as the grade adjacent to

any unusual indentations within an elevation. The site plan should indicate sidewalk, walkway, window wells and driveway locations and sizes.

Section 3.6. Decks. Proposed decks must be indicated on the site plan. Decks must be attached to the house and cannot be free-standing.

Section 3.7. Additional Structures. Pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, wind towers, play structures, free-standing shops, pergolas, fences and other similar structures (collectively, "Accessory Structures") must be indicated on the site plans submitted to the ARC. Accessory Structures are prohibited on Lots 13-17, inclusive, Block 1, Hampton Place 4<sup>th</sup> Addition. Accessory Structures on all remaining Lots in Hampton Place 4<sup>th</sup> Addition are not allowed unless approved in writing by the ARC or Developer. No Accessory Structures consisting of utility, storage or similar buildings (whether site built or pre-manufactured) may exceed 10' x 10' in size and 8' in height measured to the midpoint of the slope of the roof. No Additional Structures made of plastic or composite materials used as bins or sheds may be located outside of the principal residence building, except with ARC written approval. All Accessory Structures must be finished with the same building materials in the same color as those used for the primary residence.

Section 3.8. Attachments. Any and all solar heating devices, satellite dishes larger than 30 inches in diameter, and TV and radio antennae must be approved by the ARC in writing prior to installation. Information requested by the ARC must be supplied by the Owner before a determination will be made on whether acceptable.

Section 3.9. Garages and Vehicle Storage. Each Lot will be required to construct one single family detached residence with a two-stall attached garage. A three-stall attached garage is recommended. No lean-to, car port, detached vehicle storage building, detached roofed area or parking slab adjacent to or near the house or attached garage may be constructed without the written approval of the ARC.

Section 3.10. Minimum Square Footage Requirements. The following minimum square footage requirements must be met for every building on a Lot. Square foot calculations will not include 8' or higher basements, open porches, decks or garages. For split level homes, basement square footage will be included. The plans and specifications submitted to the ARC for a determination on acceptability must include information on the type of dwelling being constructed, including the basement or other lowest level depth.

Lots 1-19, inclusive, Block 1, Hampton Place 4<sup>th</sup> Addition, City of Moorhead, are subject to the following minimum square footage requirements:

Standard one-story rambler:	1,600 sq. ft.
Standard two-story:	2,400 sq. ft.
Standard split-level:	2,500 sq. ft.

Lots 20-30, inclusive, Block 1; Lots 1-22, inclusive, Block 2; and Lots 1-10, inclusive, Block 3, all in Hampton Place 4<sup>th</sup> Addition to the City of Moorhead, are subject to the following minimum square footage requirements:

Standard one-story rambler:	1,400 sq. ft.
Standard two-story:	2,200 sq. ft.
Standard split-level:	2,150 sq. ft.

A reduction of the square footage with respect to any of the Lots may be granted by the ARC, but only in special circumstances. Any reduction shall be evidenced by a written certificate of variance issued by the ARC.

Section 3.11. Roof Pitches. No residence, including the attached garage, shall exceed two (2) stories in height when viewed from the street. Roof slopes of not less than 3" and 12" are required for all roofs of a dwelling, including the attached garage.

#### **ARTICLE IV. RESTRICTIONS**

The Property on each Lot will be subject to the following restrictions:

Section 4.1. Land Use and Building Type. All Lots zoned RLD1 and RLD2 shall be used for single family purposes only. No improvements or structures whatsoever, other than a private dwelling house approved by the ARC, may be constructed. No additional structures, including pools, pool houses, gazebos, utility buildings, storage buildings, additional garages, wind towers, play structures, free-standing shops, pergolas, fences and other similar structures (subject to limitations herein set forth), may be erected, placed or maintained on any Lot on the Property, except with the express written consent of the ARC following submission of all plans for the addition.

Section 4.2. Building Location. No building shall be erected on any Lot unless the side Lot clearances and the front line setbacks are in compliance with the City of Moorhead zoning ordinances for residential zoning districts unless variances are approved by the ARC and the City of Moorhead. Eaves and steps shall also be constructed in such a way so as to comply with such zoning ordinances and restrictions; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.

Section 4.3. Lot Drainage Control. All Lots shall be graded to the finished design grades as designed by the engineering firm appointed by the City of Moorhead and approved by Developer. Positive drainage is required to divert water away from the residence and to prevent standing water and soil saturation which may be detrimental to structures and enjoyment of use of the Property. The Developer, or the Developer's engineer, has provided final grade to assist in the provision of grading to the final design grades along the rear Lot lines. This will have occurred prior to the issuance of plan

approval as required by the architectural guidelines. The Developer may require a grade deposit to ensure compliance. The deposit will be refunded upon confirmation of compliance and completion. If the grade stakes or other markers installed by Developer or Developer's engineer are disturbed, any resurveying or reestablishment of the grade markers will be the Owner's responsibility, at the Owner's expense.

Section 4.4. Fencing. All fencing, except fencing provided or installed by the Developer, shall require the written approval of the ARC or Developer prior to installation. No fencing shall be permitted to extend beyond the front line of the primary structure facing the street side of the Lot, except on corner Lots, as may be approved the ARC or Developer. No fence shall exceed a height of five (5) feet above grade level. White vinyl, chain link, cedar, redwood, green treated and other natural wood fences are prohibited on all Lots. Privacy fences will be allowed only as permitted in writing by the ARC or Developer for that area along River Haven Road and 46<sup>th</sup> Avenue only. These privacy fences are to be constructed only on the rear side of the Lot. This restriction is in place for Lots 1-12, inclusive, Block 1; Lots 1-5, inclusive, and Lot 22, Block 2 (street side only), all in Block 2 of Hampton Place 4<sup>th</sup> Addition to the City of Moorhead.

Except for the privacy fences for which ARC written approval is granted, all other fences must be open picket, five (5) feet in height from grade level, black aluminum maintenance-free fences, approved in writing by the ARC.

Contact Developer or the ARC for design guidelines and examples of approved fencing. Construction of any fencing will require advance written approval from the ARC or Developer.

Section 4.5. Landscaping. The front, side and rear Lots of each Property shall be sodded or seeded within twelve (12) months of occupancy. Boulevard and front yard trees required to be installed by the City of Moorhead's ordinances, regulations, permits or other applicable law must be installed within twelve (12) months of occupancy. If such trees are not installed within such 12-month period, at Developer may, at Developer's election install the trees, and the Owner shall be required to pay Developer for the installation. Owner will be required to pay a \$750.00 fee to Developer for each tree Developer installs as a result of Owner's failure to install a tree within the 12-month period set forth in this Section. Developer may place and foreclose a lien against an Owner's Lot for any unpaid fees.

Section 4.6. Diseases and Insects. No Owner shall permit any thing or any condition to exist upon any Lot which shall induce, breed or harbor infection plant diseases or noxious weeds or insects.

Section 4.7. Antennas. To the extent installation of any antenna is allowable under applicable law, the installation of antennas, satellite dishes or other devices for the transmission or reception of TV signals, radio signals, internet access or any other form of electromagnetic radiation or other means of receiving or sending communication shall be subject to a requirement for the prior written approval of the ARC. Therefore, no antenna, satellite, microwave dish or other device for the transmission or reception of

television, radio, internet or any other communication signals shall be constructed, installed, erected, used or maintained on any Lot without the prior written approval of the ARC, unless applicable law prohibits the ARC from requiring such approval. Any such antennas must be installed and maintained in accordance with the guidelines set forth by the ARC.

Section 4.8. Trash Containers and Collection. No rubbish, garbage, trash or recycling containers shall be placed on or kept on any Lot except within the garage of the dwelling or, if there has been permission to construct an Accessory Structure on the Property, within the Accessory Structure, but not visible from outside the Accessory Structure. All rubbish, garbage, trash and recycling shall be in covered containers of the type, size and style as are approved by the ARC. In no event shall containers be maintained so as to be visible from the street or neighboring property, except to make the same available for collection on the day of collection, and then only for the shortest time reasonably necessary to effect such collection. All rubbish, garbage, trash and recycling shall be removed from Lots and shall not be allowed to accumulate thereon. This is the obligation of the Owner of the Lot. No outdoor incinerators shall be kept or maintained on any Lot. All garbage and trash shall be collected by a garbage or trash collection service as designated by the Developer or the ARC.

Section 4.9. Rooftop HVAC Equipment Prohibited. No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any residential unit.

Section 4.10. Basketball Goals and Backboards. No basketball goal or backboard shall be attached to a residential unit or other building. Basketball goals and backboards attached to a freestanding pole may be installed on a Lot provided the location, design and appearance of the basketball goal and backboard is approved in writing by the ARC.

Section 4.11. Animals. Other than household pets kept for non-commercial use, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots. Pets will be restricted to the pet owner's Lot. Pets must not be a nuisance and will not be allowed to stray to adjacent Lots. All pet feces must be promptly collected and properly disposed of by the owner of the pet or the owner of the Lot where the pet resides.

Section 4.12. Kennels. No kennels or other facility for raising or boarding dogs or other animals are allowed unless approved in writing by the ARC and maintained in compliance with all ARC requirements.

Section 4.13. Delivery Boxes and Mailboxes. In the event that Centralized Box Units (CBU's) are not installed, only mail or delivery boxes installed or provided by the Developer or approved by the ARC are allowed. No delivery boxes other than boxes for U.S. Mail shall be permitted on any Lot or abutting such Lot without the written authorization of the Developer or the ARC.



Mailbox and post will be as determined by Developer or the ARC. Lot Owners shall pay a mailbox fee in the amount of \$500.00 at the time of closing of the Lot purchase. In consideration of this fee, the Developer shall provide and install a mailbox on the premises. A Lot Owner's obligation to pay for the mailbox shall survive the closing of the purchase of the Lot from Developer. Lot Owner is responsible for maintaining, repairing and the cost of replacing Lot Owner's mailbox as a result of any damage, regardless of who caused the damage.

Section 4.14. Clotheslines. Exterior clotheslines are not permitted.

Section 4.15. Vehicle Parking/Storage. No commercial vehicles, motorhomes, boats, travel trailers, personal watercraft, recreational vehicles, flatbed trailers, storage trailers, storage containers, car trailers, construction trailers or construction equipment shall be permitted on any Lot in the subdivision, except within an enclosed garage. Construction equipment will be allowed during the normal course of construction. Motorhomes, boats, travel trailers, personal watercraft and recreational vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles, or for temporary visits by visitors to the Lots, for a maximum of seventy-two (72) hours. A Lot Owner may not regularly store or permit the storage of any such item on the Property and evade the foregoing restriction by moving or removing the item periodically within the 72-hour temporary storage exception.

All motor vehicles kept on or about the property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties or breakdowns excepted, but only for a maximum of seven (7) days. Any inoperable vehicle must be stored within a garage on the Property with the garage door shut when there is no activity requiring the garage door to be open.

Section 4.16. Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot, except as herein expressly provided. A name and address sign used solely for the purposes of identification of the dwelling house occupants may be placed on the property by its occupants, provided the sign is no more than four (4) feet square maximum and the design of the sign is approved by the ARC prior to installation. A professionally manufactured real estate "FOR SALE" sign is allowed to be placed in the yard of a Lot or residence that is for sale in a size not to exceed 2' x 2'. The provisions of this paragraph may be waived by the ARC only when, in its discretion, the same is necessary to promote the sale of the property in the area of promotion of the premises. The ARC or the Developer may erect, place and/or maintain or permit such sign structures as it deems necessary for the operation or identification of the property, or for the marketing of the property, or any part thereof.

The Developer may place such signs on the Property as Developer deems appropriate for marketing the Property; for marketing Lots within the Property; and for identification of the Property. Signage for marketing of the Property or any Lot within the Property may be maintained until all Lots have been sold. The signage of Developer may be of such size and structure as the Developer deems appropriate.

Section 4.17. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to, using the Lot as a dumping ground for rubbish, garbage, trash or other waste materials, placing thereon of piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include prohibiting noxious weeds to occur or grow on the Lot either during or after the period of construction of the home.

Section 4.18. Dirt Removal. No topsoil or excavation material may be removed from the development property. When there occurs an excess of soil or excavation material as a result of basement excavation or Lot grading, permission to remove that material must be obtained from the Developer or its engineers. Otherwise the Developer will direct as to where the excess excavation or soil, if any, is to be disposed of within the Property. Topsoil is not allowed to be disturbed until a permit is issued for the primary structure.

Section 4.19. Appearance During Construction. All Lots are to be kept clean during construction. This means that all trash, rubbish, containers and wrapping is to be collected on a daily basis and garbage is to be stored in appropriate containers out of sight, to the extent possible. Failure to keep the Lot free of debris during construction will result in a \$1,000 fine, plus costs of removal and disposal, if the Lot is not promptly cleaned in response to a warning from the Developer or the ARC. Dumping or depositing any construction materials, packaging, landscaping materials or debris on a Lot is prohibited and will result in a fine of up to \$1,000 together with the cost of removal of the unwanted items. This will be a lien assessed by the Developer or the ARC. This may be collected as a lien against Owner and the Lot.

Section 4.20. Mowing and Weed Control. The Owner is responsible for the mowing and weed control of the Lot which the Owner purchases from and after the closing of the purchase. This will involve the regular mowing of the Lot and appropriate treatment to keep weeds under control, but not to kill grass on the Lot unless it part of a plan to reseed or sod the Lot. A failure to mow or control weeds after written notice will result in Developer or its contractor performing these functions, with the cost being assessed against the Owner and the Lot. Any assessed cost billed to Owner not paid within thirty (30) days will become a lien against the Lot, with all costs, including attorneys' fees and costs, being the responsibility of the Owner and assessed against the Lot, together with interest at the rate of twelve percent (12%) per annum and a late payment fee of \$100.

Section 4.21. Burning. No burning of garbage, trash, trees, leaves, branches, construction materials or similar items will be permitted. Fire pits shall be allowed, provided they comply with all applicable City of Moorhead ordinances and laws.

Section 4.22. Storm Water. Each Lot shall be kept and maintained to be in compliance with current storm water regulations until such time as turf has been

established on the Lot, either as the result of sodding or grass establishing itself on the Lot.

Section 4.23. Propane Tanks. No combustible liquid or gas tanks exposed to view from the public street shall be allowed on the Lots, except for five gallon propane tanks used for exterior gas grills.

Section 4.24. Temporary Residence. No trailer, basement, tent shack, garage, barn or other outbuilding erected on the Lot shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.

Section 4.25. Easements. The easements for the installation and maintenance of utility and drainage facilities are shown on the registered plat of the development. Within the area of the easements, no structures, planting, fencing or other materials shall be placed, erected or permitted to remain which may damage or interfere with the flow of drainage channels or swales in the easements, or which obstruct or retard the flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner, except for the improvements for which the public authority of the utility company is responsible. Any claims for damage, if any, arising out of the construction, maintenance and repair of the utility or drainage facility, or on account of temporary or other inconvenience caused thereby against the Developer, the utility or the public authority, or any of its agents or servants, are waived by the Owner.

Section 4.26. Mining. No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed or permitted upon any part of the Lots, nor shall any oil, natural gas, petroleum, asphalt or hydrocarbon products or minerals of any kind be produced or extracted anywhere on the Lots. 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 Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any part of the Lots.

Section 4.27. Power and Communication Lines. For all Lots, temporary overhead distribution and service lines are permitted until permanent underground facilities are installed. Otherwise, all overhead power and/or communication lines shall be prohibited, except during emergencies and repairs.

Section 4.28. Structural Changes. No house or structure shall be moved onto any of the Lots unless it is a new structure built to meet all of the current codes and is specifically approved in writing by the ARC, and no structure once erected shall at any time be altered or changed so as to permit its use to be in violation of these Covenants. Any alterations or change of the exterior of a structure will require the written consent of the ARC, which may require such information as it deems appropriate.

Section 4.29. Mortgages. The breach of any of the foregoing Covenants shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or Lots, or a portion of any Lot, in the development, but this Declaration

shall be binding upon and effective against any mortgagee, trustee or owner whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

Section 4.30. Driveways and Sidewalks. Driveways and parking areas must be hard surfaces. All driveway approaches located within the City of Moorhead right-of-way must be cast in place concrete. All driveways (other than the approaches) must be constructed with either interlocking paving stones or cast in place concrete. Driveways may not extend beyond the width of the garage. No additional parking slabs are permitted.

Section 4.31. Private Sewer and Water. No private septic tanks, drain fields or private wells are permitted on any Lot. All Lots in the subdivision will be served by the City of Moorhead sewer and water utility.

Section 4.32. Sump Pumps. Individual sump pump lines are prohibited from being discharged into the city curb and gutter. All individual sump pump lines must have appropriate piping or hoses from the sump pump to the central drainage pipe located in the rear of each Lot. The central drainage pipe has been installed by the Developer. The cost of and the arranging for connecting the sump pump line to the drainage pipe in an appropriate manner will be the responsibility of the Owner. The connecting must be done in such a manner as not to damage the system, including the central drainage pipe or any of the other connections.

## **ARTICLE V. GENERAL PROVISIONS**

Section 5.1. Enforcement. If any party shall violate or attempt to violate any of the Covenants contained in this Declaration, it shall be lawful for the Developer or any Owner to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenant in order to prevent the person or persons from doing so, requiring removal or modification of any structures violating the Covenants, to recover damage for such violation or to seek any other remedy allowed under applicable law, and to recover its reasonable attorneys' fees and costs.

Section 5.2. Right to Enforce. Failure to enforce any of the Covenants now or hereafter imposed pursuant to the Covenants shall not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owner.

Section 5.3. Developer Assessments. The Developer, its successors and assigns shall have the right to assess the Lots within the development for annual general assessments or charges and special assessments for capital improvements to be used exclusively to promote the improvement, maintenance and the operation of the signage, mailboxes, common areas (if any), parks (if any), perimeter landscape, development fencing (if any) and entrance to the Development. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate based on the number of residential units

existing on the Lot. For example, a Lot containing ten residential units will be charged an assessment equal to ten times the assessment of a Lot containing one residential unit. The above notwithstanding, if a residential unit is situated upon more than one Lot, the two or more Lots upon which the residential unit is situated shall be assessed according to the actual number of individual Lots for purposes of this paragraph.

If not timely paid, the Developer assessment will become a lien against the Property upon a lien notice being recorded with the Clay County Recorder's Office. The lien must be recorded within one (1) year of the date the charge becomes delinquent. The lien may be foreclosed upon, the same as a construction lien may be foreclosed upon. Property may also be subject to a lien from the Developer for costs incurred in cleaning or mowing a Lot, which is the Owner's responsibility, and/or failing to install required trees and landscaping on a Lot. The Developer may also recover its attorneys' fees and costs for preparing and recording the lien and/or for foreclosing on the lien.

Section 5.4. Duration. The Covenants of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the heirs, devisees, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the Lots by the then-Owners has been recorded agreeing to modify said Covenants in whole or in part.

Section 5.5. Severability. The invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5.6. Amendments. This Declaration of Covenants may be amended by the Developer until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the owners of not less than eighty percent (80%) of the Lots. Any instrument amending, modifying or cancelling this Declaration must be properly filed and recorded before it shall be effective.

Section 5.7. Additional Lands. The rights reserved to the Declarants to subject additional land to the Declaration shall not and shall not be implied or construed so as to impose an obligation upon the Declarants to subject any of such additional land to this Declaration or to the jurisdiction of the Owners. If such additional land is not subjected to this Declaration, the Declarants' reserved rights shall not impose any obligation on the Declarants to impose any Covenants similar to those contained herein upon such additional land, nor shall such rights in any manner limit or restrict the use to which such additional land may be put by the Declarants or any subsequent Owner thereof, whether such uses are consistent with the Covenants imposed hereby or not.

Section 5.8. Formation of Homeowners Association. The Owners of the Lots within the Property may form a homeowners association with the power to assess costs, charges and liens for the maintenance and improvement of the Property. The

homeowners association will not have the right to assess any fees against a Lot owned by Developer, except with the Developer's express written consent. The homeowners association may be established by vote of seventy-five percent (75%) or more of the Lots located within the Property. The homeowners association will have all rights and abilities to file a lien against one or more Lots for failure of a Lot Owner to pay an assessment related to that Owner's Lot.

Section 5.9. Developer. Hampton Place Development LLC and its successors and assigns is the Developer and Declarant described herein. The Developer shall have the right to grant and convey all its rights to enforce these Covenants to such homeowners 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 homeowners association or other entity is organized, the rights of the Developer shall vest in Owners of the Lots on July 1, 2038, or when Developer records and affidavit or statement that it is relinquishing its rights hereunder to a community association or other entity.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS** of its terms and conditions, the undersigned, being all of the Owners and the Developer, have caused this Declaration to be executed the day and year first above written.

**DEVELOPER AND DECLARANT:**

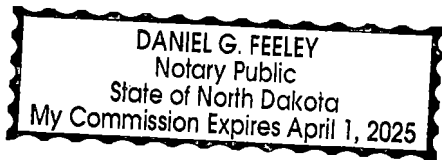
**HAMPTON PLACE DEVELOPMENT LLC**  
*a North Dakota limited liability company*



By: Donald A. Dabbert, Jr.  
Its: Managing Member

STATE OF NORTH DAKOTA    )  
  : ss.  
COUNT OF CASS            )

On this 20<sup>th</sup> day of July, 2023, before me personally appeared DONALD A. DABBERT, JR., known to me to be the Managing Member of HAMPTON PLACE DEVELOPMENT LLC, the entity that is described in and that executed the within instrument, and acknowledged to me that such entity executed the same.



Notary Public

This document drafted by:  
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