



1477489

Page: 1 of 9
5/17/2016 11:41 AM
REST \$34.00

BROKERS COMMERCIAL PROPERTIES LLC

RECORDER'S OFFICE, CASS COUNTY, ND 5/17/2016 11:41 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

by Sheva Garcia, Deputy 1477489



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

CROFTON COVES FIRST AND SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

Crofton Coves LLC, whose post office address is 123 Broadway North, Suite #200, Fargo, ND 58102, owner of Crofton Coves First and Second Addition to the City of Fargo, Cass County, North Dakota (herein "the premises") according to the certified plat thereof hereby declares that in order to protect the community and the individual land owners the said property 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 property 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 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 be have conveyed until January 1, 2019 on which said date these covenants, conditions, reservations, and restrictions shall be automatically extended for a term of 10 years and thereafter in successive 10 year terms unless on or before the end of any such extension period or the initial period by voted of a majority the then owners shall be by written instrument, duly recorded, declare a termination, change, or modification of these restrictive covenants and conditions. 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 be absolute.

1. LAND THESE COVENANTS GOVERNS. These covenants shall apply to all lots in the Crofton Coves First and Second Addition to the City of Fargo, Cass County, North Dakota and any subsequent replats of Crofton Coves First and Second Addition.

2. DWELLING SIZE, QUALITY, AND DRAINAGE.

(a) No building shall be erected on any lot unless the design, location, materials, and workmanship are at harmony with existing structures and locations in the residential portions of the premises and such building must conform to these restrictive covenants.



1477489

Page: 2 of 9
5/17/2016 11:41 AM
REST \$34.00

BROKERS COMMERCIAL PROPERTIES LLC

(b) On all SR-4 single family dwelling lots, no structure shall be erected, altered, placed, or permitted on any building lot other than one detached single family dwelling with front yard and side yard setbacks in compliance with the SR-4 zoning ordinances of the City of Fargo as existing on the date hereof.

(c) Any dwelling structure located within the development (excluding porches, decks, basements, and garages) shall have a minimum structural area outlined as follows:

	Lots 1-26, 34-36 Block 4		
	Lot 12, Block 6		
All Lots in	Lot 26, Block 7		
Crofton Coves	Lot 1-10 Block 8	Lots 27-33, 37-53 Block 4	
Second Addition	Lot 1-10 Block 9	Lots 1-25, 27-34 Block 7	
<u>Lot 1-9 Block 2</u>	<u>Lots 1-8 Block 10</u>	<u>Lots 1-7, 9-11, 13-16 Block 6</u>	
1,200 SF	1,500 SF	1,800 SF	<u>Standard rambler</u>
1,800 SF	2,200 SF	2,400 SF	<u>Standard two story</u>
1,800 SF	2,400 SF	Prohibited	<u>Bi-level (both floors)</u>
1,800 SF	2,400 SF	2,800 SF	<u>Split-level (not including basement)</u>

(d) Within twelve (12) months of occupancy, all lots in the Development shall have trees on boulevards according to the requirements of the City of Fargo zoning ordinances as existing on the date hereof and all such lots shall have not less than two trees in the front of the lot and shall have a sodded or seeded yard with sidewalks where required by the City of Fargo. On lots utilizing the "coving" concept, there may be up to six street trees required depending on size and configuration of the cove.

(e) All plans and specifications of each dwelling house and appurtenant structure including garages, outbuildings, and car ports require approval of the Developer. Developer may grant variances from literal compliance with these restrictive covenants in writing. In the event that the Developer does not disapprove any plan within ten (10) working days from the day the Developer receives said plans, said plans shall be considered as approved. No construction shall be permitted during the ten (10) day review period. Requirement for preapproval of plans by the Developer shall cease and become null and void when all Lots in the Crofton Coves First and Second Addition are improved and occupied or not later than the filing of a sworn statement by the Developer delegating this authority to a homeowners association, whichever occurs first.

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

- (i) One complete FULL SIZED set of floor plans, elevations, and sections including a site plan. Material samples/swatches shall be provided upon request.
- (ii) Plans should clearly illustrate and indicate construction materials and specifications, including but not limited to roofing materials, exterior finishes, and colors.
- (iii) A dwg file of the site plan.



1477489

Page: 3 of 9
5/17/2016 11:41 AM
REST \$34.00

BROKERS COMMERCIAL PROPERTIES LLC

(iv) The site plan should indicate the lowest level outline with projections shown as a dotted line. The garage footprint and exterior steps or decks shall be indicated in addition to all walks, driveways, and approaches. Any accessory structures constructed at the time of the original project such as pool, pump houses, gazebos, pergolas, decks, play structures, and kennels shall be indicated on the site plan.

(g) The top of foundation or lowest opening of all residential structures within this development shall not be less than 2.5' above the Base Flood Elevation for the home's location as determined by the Federal Emergency Management Administration Flood Insurance Map applicable to this development on the date herein.

(h) All sump pump discharge hoses must be directed to the front of the lot on all lots that abut Fargo Park District property.

3. CONSTRUCTION TIME AND REQUIREMENTS. No white or light colored roofs shall be permitted unless approved by the Developer. No evaporative cooler shall be placed, installed, or maintained on the roof or wall of any building or structure. All coolers shall be concealed from street view. Construction of all primary structures shall be substantially completed within six (6) months after issuance of any building permit for the structure. Landscaping shall be completed as soon as weather permits following substantial completion of the primary structure. No outside storage of building materials shall be permitted on any lot after the six (6) month construction period. All improvements or structures constructed on lots shall be new construction unless approved by the developer or home owners association and the City House Moving Board. Construction of improvements on any Lot must commence within twenty four (24) months of conveyance of the lot by the Developer. In the event construction of improvements does not commence within this time frame, the Developer will have the right to purchase the lot back from the owner upon payment to the owner of seventy five (75%) percent of the price originally paid to the Developer for the Lots.

4. GARAGE AND OUTBUILDINGS. No garage or outbuilding shall be used for any purpose except in connection with the residence constructed on the Lot. Except as otherwise required herein, all homes shall have a garage capable of storing a minimum of 2 conventional automobiles. The design and location of all outbuildings for storage and otherwise shall utilize building materials consistent with the primary structure and plans shall be approved by the Developer.

5. BASKETBALL BACKBOARDS AND HOOPS. No basketball backboards or hoops shall be attached to a dwelling structure on any Lot. A separate pole for installation of such equipment erected and maintained at the expense of the Lot owner shall be permitted.

6. DRAINAGE. Drainage ways shall conform to requirements of the City of Fargo and of all lawful public authorities including the engineer or other appropriate authority of Cass County, North Dakota having jurisdiction thereof. All sump pump discharge hoses must be directed to the front of the lot on all lots that abut Fargo Park District property.



1477489

Page: 4 of 9

5/17/2016 11:41 AM

REST \$34.00

BROKERS COMMERCIAL PROPERTIES LLC

7. OCCUPANCY AND USE. 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, temporary dwelling, temporary garage, temporary outbuilding, trailer home, recreational vehicle, or other temporary structure shall be placed or erected upon any Lot unless approved by the Developer.

Private dwellings within this development are to be used solely for residential uses and shall be owner occupied. Any and all commercial uses including but not limited to licensed or unlicensed daycares are prohibited.

8. LETTER AND DELIVERY BOXES. The Developer shall determine the location of central box units (CBU) with the Fargo Post Office Postmaster and have said CBU's installed with the curb, gutter, and paving Improvement District project. No delivery boxes other than the boxes for the U.S. mail shall be permitted on any Lot or abutting such Lot without written authorization of the Developer.

9. COMMERCIAL AND RECREATIONAL VEHICLES. No commercial vehicles, construction or like equipment, mobile homes, boats, fish houses, pontoons, snowmobile trailers or travel trailers of any kind shall be permitted on any lot of the subdivision. Motor homes, travel trailers, boats 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 48 consecutive hours.

10. 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, wood piles, 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 the Developer prior to construction.

11. HORSES AND PETS. No horses shall be kept or stabled on any of the Lots or on the premises. No animals of any kind other than customary household pets shall be kept or allowed on any part of the premises or any Lots thereof. Any animal that lives primarily outside and can cause a nuisance other than a dog, cat, or domesticated bird is prohibited. All farm animals including but not limited to chickens, goats, cows, and pigs are prohibited.

12. UTILITY LINES, RADIO, AND TELEVISION ANTENNAS. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. There shall be no exposed or exterior microwave towers, television, or radio antennas and no satellite dishes larger than 24 inches permitted on residential Lots. This restriction may be waived by the Developer for a specific Lot.



1477489

Page: 5 of 9
5/17/2016 11:41 AM
REST \$34.00

BROKERS COMMERCIAL PROPERTIES LLC

13. NUISANCES. No Lot shall be used in whole or in part for storage of rubbish of any kinds whatsoever nor for the storage of any property or things that will cause such Lot to appear untidy, unclean, or obnoxious to the humane eye; nor shall any substance, thing, or material be kept on any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of the surrounding property.

14. 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 design of the sign is approved by the Developer prior to installation. The provisions of this paragraph may be waived by the Developer 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.

15. DIVISION OF LOTS OR USE OF MORE THAN ONE LOT. No Lots shall be subdivided except as approved by the Developer. All transfers of less than the entire Lot shall be prohibited without the prior written approval of the Developer. If more than one Lot is used for erection of a single primary structure the two or more Lots thus used shall be considered as a single Lot for all purposes.

16. FENCES. All fencing provided by any owner or person other than Developer shall be approved by the Developer prior to installation. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the Lot (that side of the Lot facing a street). All fences in rear yards abutting ponds, parks or drainage ways cannot be more than 25% opaque.

17. REMOVAL OF DIRT. When excavating for structures, leveling of Lots or doing any dirt work, no earth or soil shall be removed from the premises except with the written consent of the Developer and then only to such places as may be directed by such written consent.

18. MINING AND OTHER PROHIBITED ACTIVITES.

A.) No derrick or other structure designed for used 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 by produced or extracted 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.

B.) Wind towers for the purpose of electricity generation are prohibited.

C.) Outdoor trash incineration is prohibited.



1477489

Page: 6 of 9
5/17/2016 11:41 AM
REST \$34.00

BROKERS COMMERCIAL PROPERTIES LLC

- D.) Permanent clotheslines are prohibited.
- E.) Above ground propane tanks are prohibited.
- F.) Storage of trash containers not visually screened from the street and adjacent properties are prohibited

19. BASEMENTS. No basement shall be constructed for temporary residential purposes and no basement structure shall be used for residential purposes unless and until the entire primary structure has been erected thereon and complies with the building code of the City of Fargo, nor shall any trailer, tent, shack, garage, barn or other outbuilding erected on any Lot at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

20. SUBSEQUENT TRANSFERS. No house or structure shall be moved in or on any of the Lots located in the premises and no structure when once erected shall be at any time altered or changed so as to permit its use in any manner which would be in violation of these restrictions and conditions.

21. EASEMENTS. Easements are established for the installation and maintenance of public utilities. These easements for public utilities in the premises are hereby dedicated and made a part hereof as easements and restrictions on the use of property in the premises. Within these easements no structure, planting, or other materials shall be placed or permitted to remain or interfere with the installation and maintenance of public utilities except as permitted by the public utility using such easement. The easement area and all improvements thereon shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility is responsible. Perpetual easements for the above and within described premises are granted over, across, and under the respective Lots and parcels of land in the locations set forth on the plats of Crofton Coves Addition filed and recorded with the office of the Cass County Register of Deeds on ___ in Book ___ of Plats, page which is made a part hereof as if fully set forth herein.

- (a) Once the installation of such utilities including electricity, gas, water, telephone, sanitation, sewer, storm sewer, and cable television is completed with respect to a particular lot the exact location of installation shall be established and other utilities easements shall be released as to that portion of the Lot not used.
- (b) All claims for damages, if any, arising out of the construction, maintenance, and repair of the utilities or an account of temporary or other inconvenience cause thereby against the Developer or any utility company or municipality or any of its agents or servants are waived by the owners. Developer reserves the right to change, layout new, or discontinue any street, avenue, or way shown on the plats of the development not necessary for ingress or egress to and from a Lot or premises; subject to the approval of the appropriate governing authority of the City of Fargo if such approval is required.



1477489

Page: 7 of 9

5/17/2016 11:41 AM

REST \$34.00

BROKERS COMMERCIAL PROPERTIES LLC

22. PRIVATE WATER AND SEWER. No private septic tank, drain fields, or private or community wells shall be permitted in the premises or on any Lot constituting a part thereof. All properties in the subdivision shall be served by the Cass Rural Water water and City of Fargo sewer.

23. DRIVEWAYS. All driveways at Lots in the premises must have a concrete surface.

24. IRRIGATION. No pumps or intake hoses shall be placed in a lake, pond or creek for the purpose of removing water for irrigation purposes.

25. VEGETATION MANAGEMENT. Maintenance tasks in the buffer areas shall be limited to garbage collection and the maintenance and evaluation of the vegetation in the mixed grass prairie and in the surrounding buffer areas. The mixed grass prairie maintains a 65-90 foot "no-mow" buffer zone around the Mixed Grass Prairie. This vegetation area around the Mixed Grass Prairie will help reduce nitrogen and phosphorus from entering into the basin, and will eventually reduce the amount of algae growth in the basin. This mixed grass prairie is found in Lots 5-32 in Block 4 of Crofton Coves Addition.

26. MORTGAGES. The breach of any of the foregoing covenants, conditions, reservations, or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots in the premises but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any mortgagee or trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale, or otherwise.

27. WAIVER. No delay or emission on the part of the Developer or the owners of any Lots in the premises in exercising any right, power, or remedy herein provided,, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waive thereof or acquiesce therein and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Developer or any other party.

28. RIGHT TO ENFORCE. These restrictions set forth shall run with the land and bind the present owner or owners, their heirs, executors, administrators, successors, and assigns and all parties claiming by, through or under them, shall hold and hereby agree and covenant with the owners of said Lots, their heirs, executors, administrators, successors, and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots hereby restricted and construction of improvements thereon. No restriction, however, shall be personally binding on any person except in respect to breaches committed during his or their ownership of the particular property upon which such violations occurred. For any violation of the restrictions herein set forth the Developer, the Home Owners Association or the owner or owners of any Lots shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce legal action for damages against the offender only. Failure of the Developer, the Home Owners Association or the owner of any Lot or Lots



to enforce any of the restrictions herein set forth at the time of the violation, shall in no event be deemed a waiver of the right to do so thereafter.

29. SEVERABILITY. In the event anyone 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 unenforceable 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 Fargo or the County of Cass or State of North Dakota 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 any zoning ordinance, land use law, building code, or other applicable law of the City of Fargo, County of Cass or State of North Dakota.

31. DEVELOPER. Crofton Coves LLC and its successors and assigns, is the Developer described herein. The Developer shall have the right to grant and convey all its rights 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.

32. HOME OWNERS ASSOCIATION (HOA).

The Developer will form a HOA which will be known as the Crofton Coves Home Owners Association, Inc. Each lot will have assessments in the amount of \$100.00 per year. The fee will be primarily for paying specials and taxes on the common areas, the electrical bills for the fountains, the maintenance of cul-de-sac islands and the mixed grass area, expenses to install and remove and store the fountains and to accumulate a fund for pond silt removal and to repair any slides that may occur along the pond bank as well as for any other issue deemed appropriate by the Developer, or alternatively, the HOA. Lot dues are not payable or due until the lot is sold by the Developer, its successors or assigns. The Developer, at its sole discretion may operate the HOA until eighty percent (80%) of the lots in Crofton Coves First and Second Addition are sold. At that time, the HOA shall become the obligation and responsibility of the lot owners. Lot dues may be adjusted from time to time by the Developer, or alternatively, by the HOA.

33. AMENDMENT. This Declaration can be amended by the Developer. Once the HOA becomes the obligation and responsibility of the lot owners, this Declaration may be amended by a two-thirds majority of a quorum of members present in person or by proxy at a regular meeting or a special meeting called for that purpose by the HOA.



BROKERS COMMERCIAL PROPERTIES LLC

1477489

Page: 9 of 9
5/17/2016 11:41 AM
REST \$34.00

Crofton Coves LLC

By: 


Steve Iverson

Its: President

STATE OF NORTH DAKOTA)
)SS:
COUNTY OF CASS)

On this 4th day of May, 2016, before me, personally appeared Steve Iverson, President of Crofton Coves LLC, known to me to be the person who is described in, and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

CLAIRE O. ANDERSON
Notary Public
State of North Dakota
My Commission Expires April 13, 2021


Notary Public April 13, 2021