

OFFICE OF COUNTY RECORDER
COUNTY OF CLAY, MINNESOTA

THIS INSTRUMENT WAS CERTIFIED, FILED
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614099 1-16


J. BONNIE READER,
CLAY COUNTY RECORDER

PAGES: 15 16

(RESERVED FOR RECORDING DATA)

Pd Paragon Development
819 30th Ave. So, Suite 200
Mnd, MN 56500

DECLARATION OF RESTRICTIVE COVENANTS AND
RESERVATION OF PUBLIC UTILITY EASEMENTS FOR
MALLARD CREEK THIRD ADDITION TO THE CITY
OF MOORHEAD AND MALLARD CREEK FOURTH ADDITION
TO THE CITY OF MOORHEAD, CLAY COUNTY, MINNESOTA

Paragon Development, L.L.C., a Minnesota limited liability company, and PML Investments, L.L.C., a Minnesota limited liability company, being the sole owners of the property which has been platted as Mallard Creek Third Addition to the City of Moorhead and Mallard Creek Fourth Addition to the City of Moorhead, Clay County, Minnesota, in order to protect the property within the said addition and the individual owners of lots therein, hereby states as follows:

The property shall be subject to the applicable restrictions and conditions as hereinafter set forth, and that such applicable restrictions and conditions shall apply to and be a part of every conveyance or deed to the property within Mallard Creek Third Addition or Mallard Creek Fourth Addition, or any part thereof, the same as though fully incorporated in any deed or conveyance thereof; that said restrictions and conditions shall be deemed and

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considered as covenants on the heirs, personal representatives, executors, administrators, successors, and assigns of any entity or person to whom any portion of the land within Mallard Creek Third Addition and Mallard Creek Fourth Addition may have been conveyed until 11 years subsequent to the date that these covenants are recorded in the office of the Clay County Recorder, at which time the said covenants shall be automatically extended for successive periods of 10 years unless, by a vote of the majority of the then lot owners, it is agreed to change or alter any of the said covenants.

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 the said addition which is subject to the restrictions or conditions in respect to which default is made, or a community association formed pursuant to paragraph 31, to institute and prosecute appropriate proceedings, at law or in equity, for the wrong done or attempted. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

1. LAND TO WHICH THESE COVENANTS APPLY. These covenants shall apply to all of Mallard Creek Third Addition to the City of Moorhead and all of Mallard Creek Fourth Addition to the City of Moorhead, Clay County, Minnesota, hereinafter referred to as the

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"Property." All buildings shall conform to the building codes of the City of Moorhead and the State of 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 or lots defined as permitting the location of townhomes/twin homes in accordance with municipal zoning.

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. 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; or where Paragon Development, L.L.C., and/or PML Investments, L.L.C. have specifically assumed responsibility for such maintenance, which responsibility may thereafter be assigned and transferred to a neighborhood association to be formed for the addition.

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4. ELEVATION. All lots shall be graded to the finished grade elevation as determined by Paragon Development, L.L.C.'s designated engineer or PML Investments, L.L.C.'s designated engineer.

- 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 not less than 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 1 foot above the BFE; and
- d. That the finish ground elevation at the foundation of all residential structures within the Property be not less than 2.5 feet above the BFE; and
- e. That the top of foundation or lowest opening of all residential structures within the Property be not less than 3 feet above the BFE or an appropriate height determined by the designated engineer of Paragon Development, L.L.C., or PML Investments, L.L.C.
- f. That the typical grade of a foundation is 3 feet above the BFE and shall not exceed 3 feet without the express written waiver and consent of Paragon Development, L.L.C., or PML Investments, L.L.C., on the property owned by each of the said entities.

5. TIME LIMITS ON CONSTRUCTION. Construction shall commence and architectural plans be approved within twelve months of closing on the lot. Construction shall be complete within six 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 as soon as possible after completion of the construction of

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any dwelling on the property and 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 dish, 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 dish, dish or antenna shall be installed, unless it is less than 18" in diameter, and submitted on the original building plan for approval of location by Paragon Development, L.L.C., or PML Investments, L.L.C., and their respective architects.

9. RELOCATED STRUCTURES. No houses or structures erected elsewhere shall be moved onto any lot or lots in this subdivision.

10. DWELLING QUALITY AND SIZE. All lots and buildings shall meet the following minimum square footage requirements:

Split Level	-	Not less than 1,800 square feet total for top three levels;
Single Level	-	Not less than 1,340 square feet;
Two Story	-	Not Less than 1,960 square feet.
Bi-level	-	Not less than 1,960 square feet.
Townhomes/ twin homes	-	Not less than 1,140 square feet per dwelling unit

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

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No white or light colored roofs are allowed. All basement window wells, if required, shall be constructed only of flood-proof concrete.

Paragon Development, L.L.C., or PML Investments, L.L.C. reserve the right to waive any of the specific requirements set forth in this paragraph 10 of these covenants, at their discretion for those lots owned by each of the said entities.

The requirements set forth above are not applicable to townhomes.

11. ASSESSMENTS FOR CLEAN-UP/MAINTENANCE. Paragon Development, L.L.C., and/or PML Investments, L.L.C., reserve the right to access individual lot owners, from time to time, regarding mowing or clean-up expenses incurred by either Paragon Development, L.L.C., or PML Investments, L.L.C., 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 Paragon Development, L.L.C., or PML Investments, L.L.C.

13. SETBACKS. All single family residences shall be located at least 25 feet from the front and back property lines. If said lot is a corner lot, no structure shall be closer than 20 feet from the side property lot. Paragon Development, L.L.C., and PML Investments, L.L.C., as owners, reserve the right to waive the

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setback requirements on a case by case basis, in their individual sole discretion.

14. FENCING. All fencing plans must be submitted on the original architectural plan for approval by Paragon Development, L.L.C., or PML Investments, L.L.C. Any fencing which is permitted shall be maintained in a good condition by the lot owner and in a condition maintaining its original appearance. Any split rail fencing shall not be stained or painted.

15. GARAGES. All garages must be attached to the primary structure, and must be not less than two (2) nor more than three (3) stall garages. There will be no basketball backboards/hoops attached to the garage or any portion of the main structure. Free standing, self-supporting basketball backboards are allowed. No garage 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 garage, temporary outbuilding, trailer home,

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recreational vehicle or other temporary structure shall be placed or erected upon any lot unless approved by Paragon Development, L.L.C., or PML Investments, L.L.C.

18. LETTER AND DELIVERY BOXES. Paragon Development, L.L.C., or PML Investments, L.L.C., 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 Paragon Development, L.L.C., or PML Investments, L.L.C., to make the aforesaid determination shall not constitute a waiver of the right of Paragon Development, L.L.C., or PML Investments, L.L.C., to make such determination with respect to any lot in the future including the revision of mail or paper delivery boxes not previously approved by Paragon Development, L.L.C., or PML Investments, L.L.C. 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 Paragon Development, L.L.C., or PML Investments, L.L.C.

19. COMMERCIAL VEHICLES. No commercial vehicles, construction or like equipment or mobile homes, travel trailers, or boats of any kind shall be permitted on any lot of the subdivision unless first approved by Paragon Development, L.L.C., or PML Investments, L.L.C., and kept in a garage completely enclosed. Motor homes, boats, 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

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for more than 48 consecutive hours. The use of all vehicles, including but not limited to trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs, snowmobiles, and boats may be subject to parking regulations or other restrictions regulating the same.

20. TANKS AND OTHER STORAGE AND CLOTHESLINES. 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. No exterior clotheslines shall be permitted. 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 Paragon Development, L.L.C., or PML Investments, L.L.C., prior to construction.

21. 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 (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 design of the sign is approved by Paragon Development, L.L.C., or PML Investments, L.L.C., prior to installation. No flashing or moving signs shall be permitted. The provisions of this paragraph may be waived by Paragon Development, L.L.C., or PML Investments, L.L.C., only when in their 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 unit 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 Paragon Development, L.L.C., or PML Investments, L.L.C., and then only to such places as may be directed by such written consent.

26. PRIVATE WATER AND SEWER. No private septic tanks or drain fields shall be permitted on the property. All lots in the subdivision shall be served by the City of Moorhead water and sewer services. All lots shall have sump pumps and drainage in compliance with the City of Moorhead requirements regarding the same.

27. DRIVEWAYS/PARKING SLABS. All driveways in the Development must have a concrete surface or a paver surface.

28. DRAINAGE DITCH/HOLDING POND. The owner of any lot or 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 or holding pond in the subdivision. By accepting conveyance of a lot abutting the drainage ditch and holding pond the owner of such lot assumes the risk of usual and normal hazards to abutting lot owners by proximity to the drainage ditch and holding pond and such of lot owner for himself, his heirs, successors, assigns, agents,

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employees, and guests, agrees to hold the City of Moorhead, Clay County, Buffalo-Red River Watershed District, Paragon Development, L.L.C., PML Investments, L.L.C., and their respective principals, harmless from any such damage or claims of damages to persons or property arising from or associated with the drainage ditch and holding pond.

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 or 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 any zoning ordinance, land use law, building code or other applicable law of the City of Moorhead, County of Clay, State of Minnesota.

31. DEVELOPER. Paragon Development, L.L.C., and PML Investments, L.L.C., and their respective successors and assigns are the developers described herein. The developers shall have the right to grant and convey all their 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 developers such entity is able to enforce the restrictions herein contained. If no such community association or other entity is organized, the rights of the developers shall vest in owners of the Lots when all Lots of the premises are sold or on January 1, 2015, whichever occurs last.

32. WAIVER CLAUSE. Paragon Development, L.L.C., may waive any of the restrictions contained herein, upon request of an individual lot owner, if Paragon Development, L.L.C., 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. 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.

34. 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

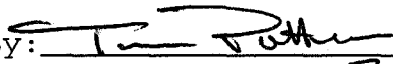
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installed. Permanent overhead lines shall be prohibited except during emergencies and repairs.

35. BUILDING DESIGN. Two copies of the architectural plan, including a fencing plan and elevations with plat plan must be submitted for any home or other structure to be erected upon any of the above-described lots at least 30 days prior to the initiation of construction. All building plans must first be approved by Paragon Development, L.L.C., prior to the initiation of any construction on any of the above-described lots.

The undersigned, as the sole owners of the property hereinbefore described, do hereby impose the foregoing restrictive covenants and subjects their interest thereto.

PML INVESTMENTS, L.L.C.

By: 
Its President

Owner of all of Mallard Creek Fourth Addition and Lots 2 through 8, inclusive, in Block 1; all of Blocks 2 and 3; and Lots 19 through 23, inclusive, in Block 6, of Mallard Creek Third Addition to the City of Moorhead, Clay County, Minnesota

PARAGON DEVELOPMENT, L.L.C.

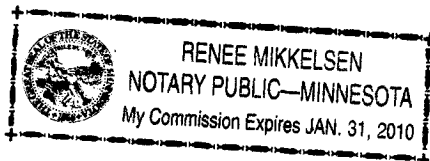
By: 
Its CEO

Owner of all of Mallard Creek Third Addition to the City of Moorhead, except those lots owned by PML Investments, L.L.C., as set forth above

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STATE OF MINNESOTA)
) SS
 COUNTY OF CLAY)

On this 24th day of June, 2005, before me, a notary public, personally appeared Tom Potter, known to me to be the President of PML Investments, L.L.C., a Minnesota limited liability company, on behalf of said limited liability company.



Renee Mikkelsen
 Notary Public

STATE OF MINNESOTA)
) SS
 COUNTY OF CLAY)

On this 24th day of June, 2005, before me, a notary public, personally appeared Andrew Skatvold, known to me to be the CEO of Paragon Development, L.L.C., a Minnesota limited liability company, on behalf of said limited liability company.



Renee Mikkelsen
 Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
 Mr. Paul O. Skatvold
 McLARNAN, HANNAHER & SKATVOLD
 Wells Fargo Bank Building - Suite 202
 730 Center Avenue - P. O. Box 8
 Moorhead, MN 56561-0008

MALLARD CREEK 3RD ADD

Legals

- 58.428.0010 NEW # FOR 1/1
- 58.428.0020 NEW # FOR 2/1
- 58.428.0030 NEW # FOR 3/1
- 58.428.0040 NEW # FOR 4/1
- 58.428.0050 NEW # FOR 5/1
- 58.428.0060 NEW # FOR 6/1
- 58.428.0070 NEW # FOR 7/1
- 58.428.0080 NEW # FOR 8/1
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mallard creek 4th

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