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FIRST AMENDMENT AND COMPLETE RESTATEMENT OF
DECLARATION OF RESTRICTIVE COVENANTS AND
RESERVATION OF PUBLIC UTILITY EASEMENTS FOR
SUMMERWOOD THIRD ADDITION TO THE
CITY OF DILWORTH, CLAY COUNTY, MINNESOTA

This First Amendment and Complete Restatement of Declaration of Restrictive Covenants and Reservation of Public Utility Easements (the "**Declaration**"), made effective as of October, 13, 2017, by DDJ Properties LLC, a Minnesota limited liability company, whose mailing address is 2720 22nd Avenue South, Moorhead, Minnesota 56560 ("**DDJ Properties LLC**"), which is the sole owner of the property that has been platted as Summerwood Third Addition to the City of Dilworth, Clay County, Minnesota, in order to protect the property within Summerwood Third Addition and the individual owners of lots therein.

This First Amendment and Complete Restatement of Declaration of Restrictive Covenants and Reservation of Public Utility Easements is a complete restatement of the Declaration of Declaration of Restrictive Covenants and Reservation of Public Utility Easements executed by DDJ Properties LLC and recorded by the Clay County Recorder on

October 13, 2017 as Document No. 773841 (the "Original Declaration."). The purpose of this First Amendment and Complete Restatement is correct an erroneous legal description referenced in Paragraph 1 of the Original Declaration. This Declaration supersedes and replaces the Original Declaration in its entirety.

The Property shall be subject to the applicable restrictions and conditions as set forth in this Declaration, and that such applicable restrictions and conditions shall apply to and be a part of every conveyance or deed to the property within Summerwood Third 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 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 Summerwood Third Addition may have been conveyed until eleven (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 ten (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 Summerwood Third Addition that is subject to the restrictions or conditions in respect to which default is made, or a community association formed pursuant to Paragraph 30, 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. This Declaration and

the covenants herein contained shall apply to all of Summerwood Third Addition to the City of Dilworth, Clay County, Minnesota (the “Property”), the official plat of which was recorded as Document No. 773066 on September 20, 2017 by the Clay County Recorder, and which consists of the following lots:

Lots 1, 2, 3, 4 and 5 of Block 1

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Block 2

Lots 1, 2, 3, 4, 5, and 6 of Block 3

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Block 2 are referred to as the “Pond Lots” in this Declaration and subject to the certain restrictions described in this Declaration.

2. LAND USE AND BUILDING TYPE. All buildings shall conform to the building codes of the City of Dilworth and the State of Minnesota. All of the property to which these covenants apply shall be limited to single family residential use. No twinhomes may be erected upon the Property.

3. EASEMENTS. As to all lots, easements for the 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 that 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 DDJ Properties LLC has specifically assumed

responsibility for such maintenance, which responsibility may thereafter be assigned and transferred to a neighborhood association to be formed for the addition.

4. ELEVATION. All lots shall be graded to the finished grade elevation as determined by DDJ Properties LLC 's designated engineer.

- a. That the street grade of the lots 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 DDJ Properties LLC; and
- 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 DDJ Properties LLC.

5. TIME LIMITS ON CONSTRUCTION. Construction shall commence and architectural plans be approved within twelve (12) months of closing on a lot. Construction shall be complete within twelve (12) months after commencement of construction. Each lot owner shall maintain the lot prior to and during any construction, including removal of debris and weeds.

6. LANDSCAPING. All yards and lots shall be fully-seeded or sodded as soon as possible after completion of the construction of any dwelling on a lot and as soon as weather permits.

7. 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 antenna shall be installed, unless it is less than 18” in diameter, and submitted on the original building plan for approval of location by DDJ Properties LLC or its architect as provided in Paragraph 34.

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

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

Split Level	Not less than 1,600 square feet total for top three levels
Single Level	Not less than 1,140 square feet
Two Story	Not less than 1,760 square feet

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

No white or light-colored roofs are allowed. All basement window wells, if required, shall be constructed only of flood-proof concrete in accordance with applicable laws and regulations.

DDJ Properties LLC reserves the right to waive any of the specific requirements set forth in this Paragraph 9 of these covenants, at its discretion.

The requirements set forth above are not applicable to townhomes.

10. ASSESSMENTS FOR CLEAN-UP MAINTENANCE. DDJ Properties LLC reserves the right to assess individual lot owners, from time to time, for mowing or clean-up expenses incurred by DDJ Properties LLC as a result of lot owners or lot owners' contractor's maintenance or non-maintenance of the lot.

11. ACCESSORY STRUCTURES. Accessory structures may be constructed only on the non-Pond Lots. No detached accessory structures on a non-Pond Lot shall exceed the size of 150 square feet. Any detached structure shall be constructed of like-kind materials as the primary residence and must first have the written approval of DDJ Properties LLC. No accessory structures of any kind shall be constructed on any of the Pond Lots.

12. 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, then no structure shall be closer than 20 feet from the side property lot. DDJ Properties LLC, as owner, reserves the right to waive the setback requirements on a case-by-case basis, in its sole discretion.

13. FENCING. All fencing plans must be submitted on the original architectural plan for approval by DDJ Properties LLC as provided in Paragraph 34. Any split rail fencing shall not be stained or painted. No solid fencing or fencing that obstructs the view of the holding pond shall be constructed on any of the Pond Lots, it being the intent that a view to the holding pond be maintain from the street.

14. GARAGES. All garages must be attached to the primary structure and must be not fewer than two (2) nor more than four (4) stall garages. There will be no basketball backboards or 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.

15. DRAINAGE. Drainage ways shall conform to requirements of the City of Dilworth, 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.

16. 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 set forth in this Declaration. No temporary house dwelling, temporary garage, temporary outbuilding, trailer home, recreational vehicle or other temporary structure shall be placed or erected upon any lot unless approved by DDJ Properties LLC in writing.

17. LETTER AND DELIVERY BOXES. DDJ Properties LLC 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 DDJ Properties LLC to make such determinations shall not constitute a waiver of the right of DDJ Properties LLC 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 DDJ Properties LLC. 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 DDJ Properties LLC.

18. 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 DDJ Properties LLC 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 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.

19. 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 concealed from view of roads and streets. Plans for all enclosures of this nature must be approved by DDJ Properties LLC prior to construction.

20. 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 Property.

21. 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 DDJ Properties LLC prior to installation. No flashing or moving signs shall be permitted. The provisions of this paragraph may be waived by DDJ Properties LLC only when in its discretion the same is necessary to promote the sale of property in the premises area or promotion of the premises. DDJ Properties LLC may erect, place and maintain such sign structures as it deems necessary for the operation or identification of the subdivision.

22. 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.

23. 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.

24. REMOVAL OF DIRT OR 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 DDJ Properties LLC, and then only to such places as may be directed by such written consent.

25. 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 Dilworth water and sewer services. All lots shall have sump pumps and drainage in compliance with the City of Dilworth requirements regarding the same.

26. DRIVEWAYS, PARKING SLABS AND SIDEWALKS. All driveways in the Development must have a concrete surface or a paver surface. Each individual lot owner is responsible for the cost of sidewalk construction on the lot in accordance with the ordinances and regulations of the City of Dilworth. No certificate of occupancy shall be applied for nor issued until the individual lot owner has constructed any required sidewalks, at the sole expense of the lot owner.

27. DRAINAGE DITCH AND HOLDING POND. By accepting conveyance of a lot, the owner of any lot and the heirs, successors and assigns of such owner acknowledges dangers inherent to persons and property posed by the proximity of a lot to any drainage ditch or holding pond in the subdivision. By accepting conveyance of a lot abutting a drainage ditch or holding pond, the owner of such lot, its heirs, successors and assigns, assumes the risk of usual and normal hazards to abutting lot owners by proximity to the

drainage ditch or holding pond and such of lot owner for himself or herself, his or her heirs, successors, assigns, agents, employees, and guests, agrees to hold the City of Dilworth, Clay County, Buffalo-Red River Watershed District, DDJ Properties LLC, and its principals, members and managers harmless from any such damage or claims of damages to persons or property arising from or associated with the drainage ditch and holding pond.

28. 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.

29. DEDICATED RIGHT. The premises shall be subject to any and all rights and privileges which the City of Dilworth 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 Dilworth, County of Clay, State of Minnesota.

30. DEVELOPER. DDJ Properties LLC, and its successors and assigns is the developer described in this Declaration. DDJ Properties LLC 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 DDJ Properties LLC such entity is able to enforce the restrictions herein contained. If no such community association or other entity is organized, then the rights of the developer shall vest in owners of the lots when all lots of the premises are sold or on January 1, 2028, whichever occurs last.

31. WAIVER CLAUSE. DDJ Properties LLC may waive any of the restrictions contained herein, upon request of an individual lot owner, if DDJ Properties LLC 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.

32. 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.

33. 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.

34. BUILDING DESIGN. Two (2) 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 thirty (30) days prior to the initiation of construction. All building plans must first be approved by DDJ Properties LLC

prior to the initiation of any construction on any of the above-described lots.

DDJ Properties LLC, as the sole owner of the Property, hereby executes this Declaration and hereby imposes the foregoing restrictive covenants and subjects their interest thereto.

DDJ PROPERTIES LLC

By: Jeremy Wendt
Jeremy Wendt, Officer

STATE OF MINNESOTA)
)SS
COUNTY OF CLAY)

On this 23 day of October, 2017, before me a notary public personally appeared Jeremy Wendt, known to me to be an Officer of DDJ Properties LLC, a Minnesota limited liability company, who executed this Declaration on behalf of said on limited liability company.



[Signature]
Notary Public

THIS DOCUMENT WAS PREPARED BY:

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