

**LAKWOOD 9TH ADDITION
DECLARATION OF RESTRICTIVE COVENANTS
CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA**

WHEREAS, the undersigned is the Owner and Grantor of **LOTS ONE (1) THROUGH THIRTY (30), BLOCK ONE (1); AND LOTS ONE (1) THROUGH TWENTY-FIVE (25), BLOCK TWO (2); LOTS ONE (1) THROUGH SIXTEEN (16), BLOCK THREE (3); and LOT ONE (1), BLOCK FOUR (4); LAKEWOOD 9TH ADDITION, TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA** ["Project"], and

WHEREAS, the undersigned desires to record the following building and use restrictions with respect to Lakewood 9th Addition:

NOW, THEREFORE, in consideration of the premises, the undersigned hereby establishes and declares the following building restrictions and protective covenants which shall be applicable to all of the Project as described above:

PURPOSE

The purpose of these restrictions is to insure the use of the Lots and structures and improvements constructed thereon or attached thereto, for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the Project and thereby to secure to each Lot Owner the full benefit and enjoyment of his or her Lot and the residential structure constructed thereon with no greater restriction on the free and undisturbed use of the site than is reasonably necessary to insure the same advantages to the other Lot Owners.

PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the Lots and residential structures constructed thereon, hereinafter referred to as grantees, shall be taken to hold and agree and covenant with the remaining Owners of the Lots and homes, and with their heirs, trustees and assigns, to conform to and to observe the following covenants, restrictions and stipulations as to the use thereof and as to improvements thereon. By purchasing an interest in and to a Lot, such grantees shall be deemed to have ratified and agree to be bound by the terms and conditions set forth in these Restrictive Covenants.

ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee shall be formed and maintained to, among other things, review and approve building plans, whether for new construction or for additions or modifications to existing structures, when appropriate and when required by the terms of this agreement, and to enforce the terms and provisions of these covenants and restrictions. The Architectural Control Committee shall consist of the developer, Arthur Goldammer, until such time as the developer has sold or otherwise conveyed all Lots in the Project to third persons or parties, at which time the Committee shall be composed of three (3) persons selected by a vote of the then Lot Owners, with each Lot having one (1) vote. The members of the Committee shall be subject to election on June 1 of each successive year and in the absence of such election the then members shall continue to act as members of the Committee until such Committee member resigns or is replaced by way of an election of the Lot Owners.

BUILDING AND USE RESTRICTIONS

1. **General Requirement-Building Plans**. Before commencing construction on a Lot in the Project, Plans for the proposed structure or improvement shall be submitted to the Architectural Control Committee for review and approval. With respect to new construction, the plans shall include, at a minimum, interior plans and diagrams, the square footage of each floor of the structure, and a front elevation. With respect to renovations or additions to existing structures, the submitted plans shall include a front elevation when there is a proposed change to the same and a precise description of the proposed renovation or addition, including interior plans when requested by the Committee. The person or entity submitting the plans shall provide the name and address of the person to whom the Committee should submit questions or requests for additional information and to whom the Committee should send the Committee's decision. Upon receiving the plans, the Committee shall provide a written response to the proposed plans within thirty (30) days after having received the same. In the event the Committee shall fail to provide a response within thirty (30) days after having received all requested information and the plans, the request shall be deemed to have been accepted and approved by the Committee. The Committee, in the Committee's sole discretion, shall have the power and authority to issue variances to these covenants, upon written request of an Owner.

2. **Residential Structures**. Each Lot, and each residential structure constructed thereon, shall be utilized solely as a residential structure and shall be sold and used solely and exclusively for residential purposes.
 - A. **Specific Covenants** -. The following specific building and use restrictions shall apply:
 1. **Square Footage Requirements:**
 - A. Lots 1-30 Block 1 Single Level/Rambler style homes and Bi-level homes shall have a minimum of 1,080 square feet of living space on the main/ground floor. One and one-half or two story residences shall have a minimum of 1,600 square feet of living space entirely above grade.
 - B. Lots 1-16 Block 2 Minimum two story 1,200 square feet
 - C. Lots 2-23 Block 2 Minimum 1000 square feet for one story and bi-level homes and 1400 square feet for one and one-half story and two level homes.
 - D. Lot 1 Block 2, Lots 1 and 2 Block 4, and Lots 24 and 25 Block 2 are regulated per city ordinance
 2. **Living Space**. The phrase "living space" shall be deemed to exclude open porches, patios and garages. All areas counted as "living space" shall be at or above exterior grade.
 3. **Garages**. Each Single Family Residential Structure shall have an attached two (2) full stall garage, minimum.
 4. **Exterior Color and Front Elevation Rock**. As concerns the exterior of each Single Family Residential Structure, the exteriors shall be of earth tone colors, only, with a minimum of 20% rock on the front (street) side thereof.
 5. **Exterior House Plans**. The same exterior house plan and elevation may be used, if, and only if, such same house plans are separated by three (3) homes of different exterior house plans and elevations.
 6. **Floor Plans**. The same floor plan may be used in successive residential structures if the street elevations differ. All such elevations must be approved, in advance and in writing, by the Architectural Control Committee.

7. **Exterior Storage.** No trailer, mobile home, boats, pontoons, boat docks/ramps, watercraft, motor home or equipment shall be parked or stored on any portion of a Single Family Residential Lot unless stored within a garage or directly adjacent to the residential structure, on a concrete pad, only. No such items shall be stored ahead or forward of the front of the Single Family Residential Structure.
 8. **Setbacks.** Setbacks are set by City of Mandan PUD ordinance for Lakewood 9th.
 9. **Lots on the Golf Course.** Lots 1-11 Block 1 Any fences constructed by the owners of the lots described within shall be white maintenance free and shall be uniform in height with other fences, not to exceed five feet in height. Chain link fences shall not be allowed. A minimum access easement of 40 feet shall be maintained along the back of each lot bordering the golf course to allow golfers to retrieve golf balls. No fences shall be constructed within this 40 foot easement.
3. **Living on Lots Before Certificate of Occupancy Issued.** No persons shall reside, live or dwell in, temporarily or otherwise, an outbuilding, a tent, shed, camper, trailer, recreational vehicle or other similar vehicle or structure located on a Lot in the project. No persons shall reside nor live in a residential structure until a Certificate of Occupancy has been issued thereon. This provision is intended to include, but not be limited to, contractors and construction laborers during the construction of a structure on the Project.
 4. **Detached Structures.** Detached storage buildings or structures shall be allowed only upon the prior written approval of the Architectural Control Committee. The location of each detached structure shall be subject to the prior approval of the Architectural Control Committee. All detached structures shall have a concrete floor. No part of any such detached structure shall be constructed or placed ahead or in front (street side) of the residential structure. The siding and roofing material of any such detached structure shall match the composition and color of the principal residence. No detached building may be used as living quarters. Detached structure may be on its own lot, but must be adjacent to the residence of applicant. Detached structures are limited to 30'x40' with 10' walls.

5. **Landscaping**: Each Lot Owner, at such Owners' sole cost and expense, shall install an operating and functioning underground sprinkler system and a full lawn shall be planted, established and maintained within one (1) year following the issuance of the Certificate of Occupancy for the residential structure. Rock landscaping and the planting of gardens, shrubs and trees shall be allowed as compliments to the lawn.
6. **Fencing**: All fencing shall require and be subject to the approval of the Architectural Control Committee. Lots 1-16 Block 2 fencing shall be white solid panel vinyl fencing material. Lots 12-30 Block 1 and Lots 2-23 Block 2 shall be vinyl privacy only, unless otherwise approved by ARC.
7. **Pets**. No horses, mules, lamas, cows, hogs, goats, chickens, poultry, pigeons, snakes, prairie dogs or other similar animals shall be kept or maintained anywhere within the Project nor shall any chicken yard or similar factory be maintained. Only domestic pets, not to exceed one (1) dog and/or one (1) cat, per apartment unit, and two (2) dogs and/or two (2) cats, per Single Family Residential Structure or Twin Home Unit. All domestic pets shall be subject to proper confinement and control so as to not create a nuisance or be offensive to other Lot Owners. The Architectural Control Committee, in its sole discretion, shall have the power and authority to determine if and when a pet is a nuisance and shall be authorized to require the removal of any nuisance pet from the Project. All pet waste shall be immediately collected and disposed of in a proper/sanitary manner. All dogs shall be either maintained on a leash or otherwise restricted to the Owner's premises so as not to run at large at any time. The commercial breeding and sale of any animal is forbidden upon any Lot. No exotic pets shall be allowed on the premises.
8. **Registered Sex Offenders**. At no time shall any registered sex offender occupy, either temporarily or permanently, any Lot or home constructed thereon. In the event the Owner of a Lot leases a home, twin home or an apartment, or any part thereof, to a third party or parties, it shall be the Owner's sole and absolute obligation to ensure that none of the tenants or other occupants are registered sex offenders.
9. **Residential Use Only**. The term "residential" as used herein shall be construed to exclude the use or rental of portions of the home for professional and/or commercial uses. Except as provided herein, no Lot or any structure constructed thereon shall at any time be used for any trade, profession, manufacturing or business of any description and no noxious or offensive activity

shall be carried on nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Developer hereby reserves the authority and right to utilize structures owned by Developer for business office/display/sales purposes. In addition, in-home day cares and home offices shall be allowed.

10. **Trash and Refuse.** No trash, ashes or other refuse may be thrown, dumped or stored on the exterior of any residential structure. All trash, or other refuse, and trash cans and containers shall be kept in garages or in enclosures such that they will be concealed from the view of streets and homes which are adjacent to the home on which they are located except on days garbage pickup is made. All garbage must be maintained in steel, metal, plastic or concrete constructed containers. No burning barrels shall be allowed on the premises. Absolutely no trash burning shall occur on the premises. Small fire pits and portable fire containers shall be allowed to the extent that the same do not violate any city or county fire code or regulations. There shall be no abandoned, junked, inoperable or wrecked vehicles, trailers, equipment stored on or anywhere within the Project.
11. **Signs.** No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of property, shall be placed or otherwise installed on any home, structure or Lot. Signs relating to the subsequent sale of the property may not exceed nine (9) square feet in area. The Developer reserves the right to place and install signs identifying the Project and for such other purposes as the developer deems reasonable, appropriate and necessary.
12. **Pollution Control.** In the interest of public health and sanitation, and so that the land above-described and all other land in the same locality may be benefitted by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses, grantee will not sue the above-described property for any purposes that would result in the pollution of any waterway by refuse, sewage or other material that might tend to pollute the waters of any stream or impair the ecological balance of the surrounding land.
13. **Coal Furnaces.** Coal furnaces, burners, fireplaces or stoves shall not be utilized within the Project. No propane tanks shall be utilized as a fuel source for furnaces within the Project. Electric generators shall be used for emergency purposes only.

14. **Snow Removal and Yard Care.** Snow removal and yard care services shall be provided by the each respective Lot Owner. Privately formed associations for purposes of snow removal and lawn care are allowed.
15. **Antennas, Satellite Dishes and Clothes Lines.** Excepting a single satellite dish, not to exceed 36 inches in diameter, no antennas or satellite dishes may be attached to a single family residence or a unit of a twin home structure. No satellite dishes or antennas may be attached to any apartment structure.
16. **Future Rules and Regulations.** Until the final lot is sold the developer reserves the right to grant exemptions for square footage at his/her own discretion, to amend and to make and implement such other and additional rules and regulations, from time to time, as may be deemed reasonable and necessary for the safety, care, maintenance, repair and cleanliness of the Project and for securing the comfort and convenience of all occupants thereof. Once the last lot is sold within the development the Owners of Lots within the Project, upon a majority 60% vote of the then Lot Owners, with there being one Vote per Lot, regardless of the actual number of Owners thereof, will take over these rights from the developer.
17. **Covenants to Run with the Land.** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, agreeing to change to said covenants, in whole or in part, has been signed by sixty (60%) of the then Lot Owners has recorded with the Morton County Recorder. Invalidation of any term or provision of these covenants by Judgment or court Order shall in no way affect any remaining provisions, which remaining provisions shall remain in full force and effect.

RIGHT TO ENFORCE

The Owner or Owners of any of the Lots in the Project and the Architectural Control Committee shall have the right to enforce these covenants and restrictions and to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the covenants and restrictions above set forth, in addition to ordinary legal action for damages; and the failure of the present or future Owners of Lots in the Project to enforce the covenants and restrictions herein set forth at the time of any

violation thereof, shall be in no event deemed as a waiver of the subsequent right to do so.

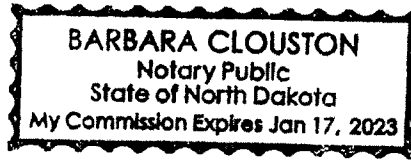
Dated this 24th day of April, 2017

VE Land Company, LLC.

By:

Arthur Goldammer, Manager

STATE OF NORTH DAKOTA)
)
) SS.
COUNTY OF BURLEIGH)



On this 24 th day of April, ____, 2017, before me personally appeared Arthur Goldammer, known to me to be the person who executed the within instrument and acknowledged to me that he executed the same as Manager of VE Land Company, LLC.

COUNTY RECORDER, MORTON COUNTY, ND **477232**
I certify that this instrument was filed and recorded.
Carrole Schaner, County Recorder Fee \$31.00
By Christine Schaner May 9, 2017 10:44:51 AM

Barbara Clouston
Notary Public

County Recorder **477232**
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