

**West Hills Estates 4th Addition**

**DECLARATION OF RESTRICTIVE COVENANTS**

WHEREAS, the undersigned are the owners and grantors of all of the lots within the West Hills Estates 4th Addition, located to the city of Mandan, part of the SE ¼ of Section 7, Township 139 North, Range 81 West, Morton County, North Dakota;

AND WHEREAS, the undersigned are desirous of recording the following building and use restriction to the West Hills Estates 4<sup>th</sup> Addition;

NOW THEREFORE, in consideration of the premises, the undersigned hereby establish and declare the following building restrictions and protective covenants which shall be applicable to all of the above described real estate:

**PURPOSE**

The purpose of these restrictions is to insure the use of the property for attractive residential and cottage purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the subdivision and thereby to secure to each lot owner the full benefit and enjoyment of his or her home or cottage, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.

**PERSONS BOUND BY THE COVENANTS AND RESTRICTIONS:**

All persons, corporations or other entities, who shall hereafter acquire any interest in and to the above described real estate hereinafter referred to as grantees, shall be taken to hold and agree and covenant with the owners of the lots 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 the construction of a residence and other improvements thereon.

**BUILDING AND USE RESTRICTIONS**

1. Each lot shall be known as a residential lot and shall be sold solely and exclusively for residential purposes. No structure shall be erected, altered, placed or permitted upon any such residential lot, other than one (1) single family dwelling with double or triple car attached garage and one (1) storage building not to exceed 240 square feet.
2. Excepting split-level homes, the ground floor living area of the dwelling structure, exclusive of open porches and garages, shall be not less than 1050 square feet. With respect to split-level homes, the total living area of the structure, exclusive of open porches and garages, shall not be less than 1,600 square feet.
3. The term "residential" as used herein shall be construed as single family residences only and shall exclude the rental of portions of the home, and shall exclude professional and commercial uses.

4. All dwelling and other structures shall be constructed on site of new materials only. No existing, modular or prefabricated dwelling structures shall be moved, placed or permitted on the property. Only on-site newly constructed dwellings and structure shall be erected, placed or permitted on any lot.
5. All driveways and parking bays shall be constructed of concrete, concrete aggregate, or pavers.
6. No lot or any portion thereof 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.
7. No lot shall be subdivided.
8. No trailer, mobile home, motor home, tent, shack, garage or other building erected shall at any time be used as a dwelling, temporarily or permanently, nor shall any structure of a temporary basis be used as a dwelling, and the exterior of the dwelling shall be finished in its entirety before it can be occupied. No trailer, boats, mobile home, motor home or equipment shall be stored on any portion of the Subdivision unless stored within the garage or directly adjacent to the dwelling or garage structure.
9. No construction material of any nature shall be moved upon the lot prior to sixty (60) days before the start of construction and any building started shall have its exterior completed within one (1) year from the date of its starting. All construction debris is to be removed within thirty (30) days after occupancy or finishing of a structure's exterior. Lots without structures shall be free of all building materials, detached structures, fences, trailers, vehicles, mobile homes, shacks, or other unsightly debris.
10. No trash, ashes or other refuse may be thrown, dumped or stored on any lot. All trash, 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 lots which are adjacent to the lot on which they are located except on days garbage pickup is made. No burning barrels shall be allowed on the premises.
11. No clothesline poles, wires or devices for hanging clothes shall be erected outside any home or building except that retractable clothesline apparatus may be erected outside any home or building in the back yard.
12. Except as provided below; no structure shall be erected, altered or placed closer than twenty-five (25) feet from the front boundary line of a lot.
13. No fence erected on any lot shall exceed six (6) feet in height.
14. There shall be no abandoned, inoperable, junked or wrecked vehicles, trailers, or equipment, stored on any lots. No garbage or trash shall be stored or allowed to remain on any lot. All such items shall be promptly removed from all lots at the lot owners sole cost and expense.
15. No signs, billboards or advertising devices of any kind, except those used in any subsequent sale of the property, shall be placed or otherwise installed on any lot or building.
16. 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 signed by two-thirds (2/3's) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Invalidations of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.