

## Declaration

Whereas, the undersigned are the owners of all of the Lots in:

LeClerc Addition to the City of Grand Forks, North Dakota,  
according to the plat thereof on file in the Office of the Register of  
Deeds within and for Grand Forks County, ND, and recorded as  
Document No. 559999

Subject to all the dedications and easements shown on said Plat, and as shown on the records of the Office of the Register of Deeds within and for the county of Grand Forks, State of North Dakota.

The undersigned, as owners of the Lots in said Addition as shown on the records of said Register of Deeds Office, desire and hereby do, for the benefit of all persons who may hereafter become owners of or have any interest in any of said Lots in said LeClerc Addition, and as part of the consideration for the sale of each and every Lot which may be sold in said Addition, to impose upon each and all grantees of all or any of said Lots, their successors, heirs, personal representatives, and assigns, and which covenants shall be enforceable by the undersigned and each grantee, or subsequent grantee, owner, tenant, or any other person in any manner interested in said Lots, or any of them, and such restrictions shall be deemed to be incorporated in each and every deed hereinafter executed, grantee of any Lot and/or Lots, whether expressly set forth or referred to in any deed, or not, to-wit:

- A. All of the Lots in said LeClerc Addition shall be used and occupied solely for single family residential purposes.
- B. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- C. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.
- D. Any ranch or one-story main residential structure, exclusive of porches, shall have a main floor of no less than 1400 square feet, any split level residential structure, exclusive of porches, shall have a total of no less than 2300 square feet, and any two-story main residential structure, exclusive of porches, shall have a main floor of no less than 1100 square feet, and all main residential structures shall have at least two (2) attached garages.
- E. Once construction has commenced on the main residential structure the exterior thereof, including painting and sodding of the front yard and side yards, shall be completed within one (1) year of the commencement of the construction.
- F. No Lots shall be made smaller than shown on the above recorded Plat, but Lots may be enlarged by combining with an adjoining Lot and/or Lots, and Lot or combination of recorded Lot.

- G. The covenants and restrictions herein contained shall run with the land and be binding on all of the grantees and subsequent grantees for a period of 2.5 years from the date hereof and shall be automatically extended for a period of 10 years unless by the consent of at least fifty percent (50%) of the then owners it is agreed to change the covenants and restrictions in whole or in part. The undersigned reserve the right for a period of five (5) years from the date hereof to amend the covenants and restrictions herein contained as to any Lot and/or Lots without the consent of any owner and/or owners.
- H. Fences on any of the said above-described premises shall be constructed of wood, lumber, brick, natural field stone, wrought iron, or vinyl fencing. No fence shall be constructed on said premises of metal, wire, metal sheets, cement block, or chain link. All fences shall be constructed by the land owner so that the support or frame of the fence faces towards the owner's lot. It will be the duty of any land owner who constructs a fence on said premises to keep said fence in good repair.

Until such time as 100% of the Lots described herein are sold, Crary Development, Inc. reserves the right to modify these Declarations or Restrictive Covenants as to any Lots still owned by Crary Development, Inc.

If any grantee or subsequent grantee shall violate or attempt to violate any of the covenants or restrictions herein contained it shall be lawful for any other person and/or persons owning any Lot and/or Lots within said Addition to prosecute a proceedings at law or in equity against said grantee or subsequent grantee from either violating any of said covenants or restrictions or to recover damages resulting from said violation or attempt to violate.

Invalidation of any one of these covenants or restrictions by a judgment of any court of competent jurisdiction shall in no way effect any of the other covenants or restrictions herein contained.

Dated this 31<sup>st</sup> day of December, 2013

CRARY DEVELOPMENT, INC.

By [Signature]  
Its [Signature]

STATE OF NORTH DAKOTA  
COUNTY OF GRAND FORKS

The forgoing Declaration was acknowledged before me this 31<sup>st</sup> day of December, 2013 by Jim Crary as President of Crary Development, Inc., a corporation under the Laws of the State of North Dakota, on behalf of said corporation.

My commission expires:

[Signature]

