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GRAND FORKS COUNTY Recorded: 2/14/2018 at 3:14 PM

Return To: CRARY DEVELOPMENT INC

4551 SOUTH WASHINGTON STREET STE. G

GRAND FORKS, ND 58201



781005

\$20.00

RECORDER'S OFFICE, GRAND FORKS CO., ND 2/14/2018 at 3:

I certify that this instrument was filed for record this date.

GARLYNN HELMOSKI, County Recorder

BY

8-58

DECLARATION OF RESTRICTIONS

The undersigned, **Crary Development, Inc.**, being the owner of the following described property located in the City of Grand Forks, County of Grand Forks, and State of North Dakota, the same being the real property now duly platted as **Lots 1 through 8, both inclusive, Lots 14 through 17, both inclusive, Block 1; Lots 1 through 5, both inclusive, Block 2; and Lots 6 through 10, both inclusive, Block 3, Prairiewood Fourth Addition to the City of Grand Forks, ND**, as such Plat is recorded in the Office of the County Recorder for the County of Grand Forks, and State of North Dakota, and designated as **Doc. No. 773498**, and the real property now duly platted as **Lots A, B, C, D, E, F, G, and H, Block 1; Lots A, B, C and D, Block 2, and Lots A, B, C, and D, Block 3, Replat of Lots 9 through 13 & Lots 18 through 22, Block 1 and Lots 6 through 10, Block 2 and Lots 1 through 5, Block 3, Prairiewood Fourth Addition to the City of Grand Forks, North Dakota**, as such Replat is recorded in the Office of the County Recorder for the County of Grand Forks, and State of North Dakota, and designated as **Doc. No. 780953** hereby makes the following declaration as to limitations, restrictions and uses which the lot or tracts constituting such plat and replat may be put, and hereby specify that such declaration shall constitute covenants to run with all of the land or any part thereof or interest therein, as provided by law, and shall be binding on all parties and all

persons claiming under them, and for the benefit of and limitations on, all future owners in such plat and replat, this Declaration of Restrictions being designed for the purpose of keeping the real property described herein desirable, uniform and suitable in architectural design, and to insure the use of the property for attractive residential purposes and only to prevent nuisances, so as to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

These Declarations of Restrictive Covenants shall be effective and commence as of the date of this instrument and shall continue until December 22, 2025, at which time said covenants shall be automatically extended for a successive periods of ten (10) years unless before the expiration of said date, or the expiration of any said subsequent ten (10) year period, by written instrument acknowledged and recorded in the manner provided by law, the owners and encumbrancers of seventy-five percent (75%) of the area of the real estate hereinabove described shall declare the same to be terminated or modified in any manner.

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

1. Except as herein set forth, all real estate hereinabove described is "residential" and shall not be improved, used or occupied for other than private one-family residential purposes. No trailers, basements, tents, shacks, garages, barns or other out-buildings erected in the area hereinabove described at any time shall be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a

residence. No structure shall be erected, altered, placed or permitted to remain on any residential plot other than one-single family dwelling and a private attached garage.

2. No garbage racks shall be permitted above the ground in front of the residence on said addition. All electric and cable television services shall be underground in said addition.

3. No building, improvement or alteration shall be erected on any of the real estate hereinabove described unless the design and location is in harmony with and matches the existing structures in the tracts and does not violate any protective covenants herein set forth. This restriction shall include, but not be limited to all exterior roofing, siding, window and door materials. 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.

4. Once construction has commenced on the main residential structure, the exterior thereof, including painting and sodding of the front and side yards, shall be completed within one (1) year of the commencement of the construction.

5. Fences on any of the said above-described premises shall be constructed of wood, lumber, brick, natural field stone or vinyl fencing. No fence shall be constructed on said premises of metal, wire, metal sheets, cement, blocks, plastic or fabrics. 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, including periodic staining or painting unless western redwood or cedar is left natural.

6. All roofs shall be covered with shingles matching the construction and architectural type similar to the residences constructed on the remaining tracts.

7. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed, shall be placed or otherwise installed on any lot or building in said addition.

8. The restrictions set forth in this instrument shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own property in **Prairiewood Fourth Addition to the City of Grand Forks, North Dakota and the Replat of Lots 9 through 13 & Lots 18 through 22, Block 1 and Lots 6 through 10, block 2 and Lots 1 through 5, Block 3, Prairiewood Fourth Addition to the City of Grand Forks, North Dakota.** Such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening in violate such restrictions, and to recover any damages suffered by them from any violation of such restrictions.

9. It is expressly understood and agreed that if any covenant or condition or restriction contained in this instrument, or any portion of any such covenant or condition or restriction, is held by a Court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained in this instrument.

10. No vehicles that are not in running order shall be stored or permitted to remain on said premises.

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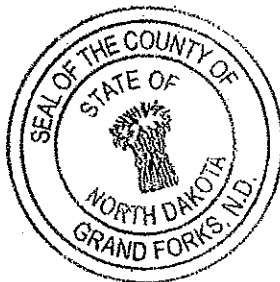


11. No businesses of any type shall be permitted to operate in said addition.
12. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.
13. No piles of any materials shall be permitted to exist or be situated on said premises except when a residence is being built, repaired or remodeled.
14. No rubbish, trash, garbage, or other waste materials shall be kept or permitted on any lot except in sanitary containers located in the appropriate areas concealed from public view.
15. No commercial power equipment, hobby shops or car and motorcycle maintenance and boat and motor repair, other than emergency work, shall be permitted on said property.
16. No basketball hoops may be mounted on any dwelling or garage structures.
17. All antennas and satellite dishes shall be mounted in a location so as to not be visible from the front street.

IN TESTIMONY WHEREOF, the owner of the property covered under this Declaration, has executed this instrument this 22 day of December, 2017.

AUDITOR'S OFFICE
 COUNTY OF GRAND FORKS, NORTH DAKOTA
Feb 14 2018
 TRANSFER ENTERED

[Signature] Auditor
 Deputy



CRARY DEVELOPMENT, INC.

By: [Signature]
 Its: **President**

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STATE OF NORTH DAKOTA)
)ss.
COUNTY OF GRAND FORKS)

SHEENA HELMSTETLER
Notary Public
State of North Dakota
My Commission Expires January 10, 2019

On this 22nd day of December, 2017, before me, a Notary Public, personally appeared **Tim Crary**, President of Crary Development, Inc., who is described in and who executed the within and foregoing instrument on behalf of such entity.

Sheena Helmstetler
Notary Public
My Commission Expires: 1/10/2019

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