

**Restrictive Covenants
Black Hawk Housing Development
New Rockford, ND**

We, the undersigned, New Rockford Area Community Betterment Corporation, owner of the following described real property:

Block 5 of Fairview Addition, City of New Rockford

have established the following limitations, restrictions and uses to which the lots and/or parcels constituting said Black Hawk Housing Development may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all future owners.

1. LAND USE: All lots shall be used solely for residential purposes. No building to be used for commercial use of any kind shall be erected on the premises.
2. DWELLING TYPE: No structures other than single family dwellings with garages and garden/storage sheds shall be permitted. The dwelling must be at least 1,100 sq. ft., not including garages and basements. No trailer, mobile/modular home, or any other residence of such character shall be permitted. The design and appearance of all dwellings must conform to others in the development. Garages and sheds shall be at least 500 square feet, but no more than 1,000 square feet. Accessory structures, such as garden sheds, may not be larger than 200 sq. ft. and must be similar in design and appearance to the dwelling. No pole style outbuildings are permitted.
3. LOT AREA AND WIDTH: No residential lot shall be subdivided into building plots having less than 14,000 square feet or a width of less than 100 feet.
4. STRUCTURE SET-BACK: All primary structures must be set-back at least 30 feet, but not more than 50 feet, from front property line.
5. ANIMALS: No animals, livestock, or poultry shall be raised, bred or kept on any lot. However, dogs, cats, and other household pets are permitted.
6. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and apply to an additional five feet at the rear of each lot. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the property, with the exception of improvements owned by the utility company and/or public authority.
7. DRAINAGE CONTROL: In order to provide appropriate drainage control, divert water away from structures, and prevent standing water and soil saturation detrimental to real property, the finish grade from each foundation wall to the property line shall be no less than ½ inch per foot (4 percent).

107979 Fee:\$16.00 Pg 1 of 3

State of North Dakota)

County of Eddy)

Recorded: 7/10/2009 at 11:00 AM

PATTY HILBERT, Recorder, By

Patty Hilbert
Return To: **ATTN: COMMUNITY BETTERMENT CORP. PO BOX 775**
NEW ROCKFORD ND 58356

8. UTILITY LINES: Above ground utility lines of any kind are prohibited, except during emergencies or repairs.
9. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. When outside, garbage and other waste shall be kept in a sanitary container.
10. PERPETUALITY: These covenants are to run with the land perpetually.
11. MODIFICATION: A majority of the owners of the lots may execute an instrument to amend or revoke said covenants in whole or in part. Any amendment or revocation must be recorded.
12. ENFORCEMENT: If the parties hereto or their heirs, representatives or assigns, shall violate or attempt to violate any of the covenant or restrictions here in, it shall be lawful for any other person owning any other lots in the development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover the damages or other dues for such violation.
13. SEVERABILITY: Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

The above covenants are effective this 6 day of July, 2009.

NEW ROCKFORD AREA COMMUNITY BETTERMENT CORPORATION

By: Tracy Henningsgard
Tracy Henningsgard, President

On this 6 day of July, 2009, before me personally appeared Tracy Henningsgard, known to me to be the President of the corporation that is described in and that executed the within instrument.

PATRICIA J. HILBERT
Notary Public
State of North Dakota
My Commission Expires June 12, 2015

Patricia J. Hilbert

By: Rachel Lindstrom
Rachel Lindstrom, Secretary

On this 3 day of July, 2009, before me personally appeared Rachel Lindstrom, known to me to be the President of the corporation that is described in and that executed the within instrument.

VICKIE BUCHLI
Notary Public
State of North Dakota
My Commission Expires June 7, 2011

Ramsey County

Vickie Buchli

107979 Fee: \$16.00 Pg 2 of 3

State of North Dakota)
County of Eddy)

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NEW ROCKFORD ND 58356

OFFICE OF COUNTY RECORDER

State of North Dakota)

County of Eddy)

I hereby certify that the within instrument was filed in this office for record on 7/10/2009 at 11:00 AM, and was duly recorded as Document Number 107979

Patty Hilbert

Recorder

By

Beverly S. Brain

Deputy

Fee:\$ 16.00 ATTN: COMMUNITY BETTERMENT CORP. PO BOX 775
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107979 Fee:\$16.00 Pg 3 of 3

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