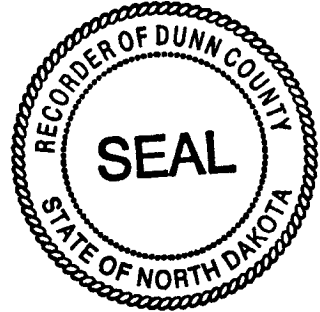




3103725

RESTRICTIVE COVENANT \$20.00 Page: 1 of 5
Lisa A. Guenther, Dunn County Recorder 10/4/2024 11:46 AM

By *[Signature]*



DECLARATION OF RESTRICTIVE COVENANTS
OF NORTH PRAIRIE ADDITION
TO THE CITY OF KILLDEER, NORTH DAKOTA

THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this 15th Day of July 2024, by **THE CITY OF KILLDEER**, of 165 Railroad St., SE, Killdeer, ND 58640;

WITNESSETH, THAT WHEREAS, the **CITY OF KILLDEER** is the legal title owner of record of the following described real estate situated in the City of Killdeer, Dunn County, North Dakota, to wit:

Lots 1-6, Block 1, Lots 1-8, Block 2, Lots 1-19, Block 3 North Prairie Addition to the City of Killdeer, Dunn County, North Dakota.

WHEREAS, the City of Killdeer seeks to develop the above listed lots into a residential subdivision. In furtherance of that purpose, it is desirable and proper to have certain limitations and restrictions on the use by the owners of the afore-described premises to ensure the appropriate use of said area as a residential area, to provide for the common good and to obtain the most beneficial use of the afore-described premises:

NOW, THEREFORE, The aforementioned parties do hereto covenant and agree that they, their heirs, executors, administrators, and assign, are firmly bound that the following restrictions and limitations shall continue as hereinafter set forth on the aforementioned premises, and that the real property described herein shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions hereinafter set forth, to wit:

1. The City of Killdeer Building Inspector shall approve building plans before sale.
2. All the afore-described lots and tracts and parcels of land described above, to the City of Killdeer, Dunn County, North Dakota, shall be known and defined and used solely as residential lots, and no structure shall be erected on any lot other than as allowed under the City of Killdeer's Land Development Code.
3. Detached single-family dwellings shall be at least 1,200 square feet of total floor area (all levels). The floor area does not include garages.



By _____

4. Basements more than four (4) feet in depth shall not be permitted.
5. No building shall be erected on any residential building plot nearer than 25 feet, farther than 50 feet from the front lot line, or closer than 6 feet to any side lot line. The sideline restrictions shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots, no structure shall be permitted nearer than 20 feet from the side street line. For the purpose of this covenant, eaves and steps shall not be considered part of a building, providing, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
6. No residential lot shall be re-subdivided into building plots.
7. No residential lot shall be merged/combined with an adjoining lot.
8. No trailer, basement, tent, shack, garage, barn, or other outside building erected in the tract shall be used at any time or permanently as a dwelling, nor shall any dwelling of a temporary character be permitted.
9. Any building other than a detached single-family dwelling shall not be constructed on a Lot unless a detached single-family dwelling is already located on the Lot.
10. No building shall be erected on any lot unless the design and location is similar in character to existing structures in the tract and do not violate any Restrictive Covenants. All improvements constructed on Lots shall be new construction. Dwellings built in another location shall not be moved to any lot within this addition, except for modular construction, placed on permanent foundations.
11. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing, or material shall be kept in any Lot that will emit a foul or obnoxious odor, or that will cause any noise that will or might disturb the peace, quiet, comfort, serenity, and/or appeal of a Lot within the subdivision. Within 6 months of the certificate of occupancy, that building site shall have a sodded or seeded yard, or otherwise landscaped through the use of appropriate ground cover, trees, shrubs, lawn, or a combination thereof.
12. No Oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind will be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
13. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitation shall apply to any lot within ten feet of the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances or intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.



By _____

14. Easements for installing and maintaining utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner, except for those improvements for which a public authority or utility company is responsible.
15. Above-ground telephone distribution and service lines shall be prohibited except during emergencies or repairs.
16. Above-ground electric light and power distribution and service lines shall be prohibited except during emergencies or repairs.
17. No animals or livestock of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
18. No signs of any kind shall be displayed to the public view on any lot except one (1) sign of not more than one (1) square foot, one (1) sign of not more than six (6) square feet. Such signs shall be temporary and removed within 180 days of placement on the property.
19. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No junk, trash, garbage, or other waste shall be kept upon any lot except in sanitary containers. All other equipment for the storage or disposal of such material shall be kept in a clean and hygienic condition.
20. Construction of a dwelling on a Lot must commence within thirty-six (36) months of the closing of the purchase of the Lot from the City of Killdeer. Extensions of the thirty-six (36) month period may be given at the sole judgment of the City of Killdeer. It is recommended that any request for such an extension be made prior to the closing of the purchase of the Lot. If construction of a dwelling has not commenced within thirty-six (36) months of the purchase of the Lot, and if the City of Killdeer has not granted an extension of the thirty-six (36) month period, the City of Killdeer at its sole discretion, may repurchase the Lot at the original price sold by the City of Killdeer to the Buyer less closing costs.
21. No single buyer may purchase and own more than one (1) lot at a time within the subdivision. An exception is provided to purchase and own a second lot only after a certificate of occupancy has been obtained on the initial lot.
22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2030, at which said time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the lots it is agreed to change said covenants in whole or in part, as evidenced by written instrument, duly recorded with the Dunn County Recorder.
23. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other persons or entity owning any other lots in said development or subdivision to prosecute any proceedings, at law



or in equity against said person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation. No restriction shall be personally binding on any person except with respect to breaches committed during that individual's ownership of the Lot upon which the violations occurred or was related to. Any legal fees expended in the course of enforcing any violations of these Covenants shall be paid by the violating Owner.

- 24. Invalidation of any of these covenants and restrictions by Judgment or Court Order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.
- 25. The City of Killdeer, as developer of this subdivision, reserves the right to amend this Declaration of Restrictive Covenants at any time without obtaining any prior consent of any property owner, regardless of whether or not the City of Killdeer still owns any property within the property subject to this Declaration.
- 26. A violation of any covenant herein or the decision of the City of Killdeer to waive or otherwise grant and authorize variances from the terms and restrictions herein shall not be a defense to establish a basis for others to violate any of the terms, conditions, or covenants contained herein.
- 27. All questions of interpretation or construction of any of the terms or conditions herein shall be resolved by the City of Killdeer and its decision shall be final, binding and conclusive on all of the parties affected.
- 28. Any dispute regarding any matter which is the subject of these covenants, including issues related to approvals, non-approvals, non-compliance, breach, and any potential or actual violation, shall be resolved by the City of Killdeer and its decision shall be final, binding and conclusive for all parties concerned.
- 29. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

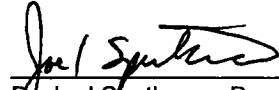


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RESTRICTIVE COVENANT \$20.00 Page: 5 of 5
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IN WITNESS WHEREOF, City of Killdeer has executed this Declaration on this 16th day of August, 2024.

CITY OF KILLDEER


By Joel Spethman, President,
Killdeer City Commission

ATTEST:


Matt Oase, City Auditor

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

On this 16th day of August, 2024 before me personally appeared Joel Spethman and Matt Oase, known to me to be the President of the Killdeer City Commission, and Killdeer City Auditor, respectively, and who acknowledged to me that they executed this document on behalf of the City of Killdeer.


Notary Public

