

RECORDER'S OFFICE, CASS COUNTY, ND 9/11/2018 12:34 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1546729**
Recorded Electronically



DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made by Grayland Holding Company, LLC, a North Dakota limited liability company (hereinafter called "Developer").

RECITALS

A. Developer is the owner of the real property legally described as follows:

Lots 1-26, Block 1; Lots 1-11, Block 2; Lots 1-18, Block 3; and Lots 1-9, Block 4 all in Grayland First Addition to the City of Fargo, Cass County, North Dakota (hereinafter described as the "Property").

B. Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of residents and for the maintenance of the land and improvements thereon, and to this end subjects the Property, to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property and each owner thereof.

ACCORDINGLY, Developer hereby (a) declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth and (b) hereby states and affirms that this Declaration is being executed by the Developer as owner of the Property affected by said Declaration.

Section 1. Protective Covenants.

- (a) Land Use and Building Type. The use of all lots comprising the Property shall conform to zoning ordinances of the City of Fargo, subject to such variances or special use permits as may be granted by the City of Fargo. No improvement or structure whatsoever other than a residential dwelling, patios, swimming pools, customary and reasonable landscaping, garages, fences and accessory buildings, all as may be subject to limitations set forth herein, may be erected, placed or maintained upon the Property.

(b) Dwelling size and other characteristics.

| Lots | Rambler /Single Level | Three or more level split | Two Story | Bi-level |
|---------------|---|------------------------------------|---|----------------------------------|
| 1-26, Block 1 | 1900 sq.ft. on level entirely above grade | 2600 sq.ft. total for top 3 levels | 1300 sq.ft. on first level above grade or 2,400 sq.ft. on all levels entirely above grade | Not Permitted |
| 1-11, Block 2 | 1800 sq.ft. on level entirely above grade | 2200 sq.ft. total for top 3 levels | 1150 sq.ft. on first level above grade or 2200 sq.ft. on all levels above grade | 2600 sq.ft. total on both levels |
| 2-18, Block 3 | 1325 sq.ft on level entirely above grade | 2000 sq.ft. total for top 3 levels | 1,000 sq.ft. on first level above grade or 2000 sq.ft on all levels above grade | 2200 sq.ft. total on both levels |
| 1-9, Block 4 | 1800 sq.ft on level entirely above grade | 2200 sq.ft total for top 3 levels | 1150 sq.ft. on first level above grade or 2200 sq.ft. on all levels above grade | 2600 sq.ft total on both levels |

The above stated minimum square footage requirements do not include basements, garages, decks or porches. Each dwelling shall have an attached garage with a minimum of two stalls for automobiles. The garage must be erected as part of the building on the lot. Nothing shall be stored in front yards, side yards, back yards or on front drives. No boats, trailers of any kind, recreational vehicles, commercial vehicles, or any other equipment, shall be stored in any yard, although a vehicle may be temporarily parked in the driveway for loading and off-loading, washing, and other such limited use. All building plan elevations, renderings and site plans are subject to developer review and approval. Developer retains the right to grant approval of non-complying requests on case by case basis. Any accessory building shall be constructed of the same color and material as the residence.

(c) Construction Time and Requirements. All improvements constructed on a lot shall be new construction and no buildings or other structures shall be moved from other

locations onto any lot. Construction of all residential dwellings shall commence within twenty-four (24) months after conveyance of a lot by Developer. In the event construction of a residential dwelling does not commence within this time frame, the Developer shall have the option to purchase the lot back from the owner upon payment to the owner of ninety percent (90%) of the price originally paid to Developer for the lot. In the event of such repurchase, Developer shall receive an additional credit toward the repurchase price for any unpaid real estate taxes or unpaid installments of special assessments owing for such lot as of the date of such repurchase. Construction of all residential dwellings on a lot shall be completed within twelve (12) months after the earlier to occur of (i) topsoil being scraped and piled, or (ii) issuance of any building permit for the structure. If construction is not commenced within twelve months after topsoil is scraped and piled, topsoil shall thereafter be promptly replaced and leveled. Contractors, subcontractors and materialmen shall perform construction activities on any lot in a neat and clean manner, and shall keep the lot and all surrounding property free of debris, trash, and discarded building materials. No soil shall be removed from the premises without the written consent of the Developer, and all owners shall comply with applicable storm water requirements. No storage of building materials on a lot shall be permitted outside of the residential dwelling after the twelve month construction period.

(d) Landscaping. Finished grading and, at a minimum, seeding of the entire lot shall be completed as soon as weather permits following substantial completion of a residential dwelling, but not later than October 1 of the calendar year following the calendar year the residential dwelling is substantially completed. Until the seeding or sodding is completed, the owner of the lot shall maintain the property in a condition free of noxious weeds. Prior to seeding or sodding, the entire lot shall be fine graded and shall meet rear lot drainage elevation as set by the City of Fargo Engineering Department. Between the sidewalk and the street of each lot shall be planted at least one tree of at least 1.5 inches in diameter, at the time any dwelling is constructed upon a lot. The exact number, however, of any such trees will also be subject to any regulations of the City of Fargo as well as any regulations concerning location and type.

(e) Building Location. No building shall be erected on any lot unless side lot clearance and front line setbacks are fully in compliance with city zoning ordinances for the applicable zoning district. Eaves and steps shall also be constructed in such a way so as to comply with such zoning ordinances and restrictions, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(f) Residential Use. The Property shall be occupied for residential use only. All dwellings built on such lots shall be single-family dwellings or townhouse or twinhome dwellings. Accessory buildings shall be allowed, provided they are located as required by city ordinance.

(g) Basketball Backboards and Hoops. No basketball backboards or hoops shall be attached to any residence. A permanent free-standing pole for installation of such equipment

shall be permitted. Portable units shall be stored inside for the winter.

(h) Utility Lines and Easements. All electrical service, cable and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead (except for temporary overhead distribution and service lines until permanent underground facilities are installed). Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the final 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 or rate of flow of drainage channels 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 of the lot, except for those improvements for which a public authority or utility company is responsible. No utility shall be placed on the boundary line of the easement as shown on the final recorded plat.

(i) Towers and Satellite Dishes. There shall be no exposed or exterior microwave, television, radio, internet or other electric media towers or antennas, except for satellite dishes no larger than 28 inches in diameter and no more than 2 per building lot.

(j) Pets. No animals of any kind other than customary household pets shall be kept or allowed on any part of the Property. No kennel or other facility for raising or boarding dogs or other animals shall be maintained on the Property.

(k) Signs. No signs of any kind shall be displayed on any lot, except for signs installed and maintained by the Developer advertising lots for sale and except for one sign on an improved lot installed and maintained by the builder and/or realtor advertising the improved lot for sale after construction or for resale thereafter. Signs installed by such builder and/or realtor shall be limited to six (6) square feet in size.

(l) Tanks and other storage. No above or below ground tanks of any kind shall be erected, placed or permitted on any lot, except as may be located inside a residential dwelling. All clotheslines, garbage cans, trash receptacles, equipment, coolers, wood piles and storage shall be screened to completely conceal them from view of neighboring lots, roads, streets and sidewalks.

(m) Waste. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall be kept in sanitary containers. Firewood shall be kept stacked and out of the front yard. No unsightly piles of dirt, lumber or other materials shall be maintained on any lot except during construction, and then refuse must be kept in containers.

(n) Outbuilding Use. Sheds, gazebos and playhouses shall be permitted, as long as such structures are of similar design and material as the residence.

(o) Occupancy. No private dwelling house erected on any lot shall be occupied in any manner while in the course of construction, nor at any time prior to full completion. No residence shall be in any manner occupied until made to comply with the approved plans, and all covenants, conditions, reservations and restrictions herein set forth. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be located or erected on any lot at any time to be used a residence temporarily or permanently.

(p) Temporary Structure. No temporary house, temporary dwelling, temporary garage, temporary outbuilding or other temporary structure shall be placed or erected upon any lot unless approved by the Developer.

(q) New Construction. No structure constructed elsewhere and previously occupied elsewhere, may be moved on to a lot.

(r) Driveways. All driveways on lots in the Property must be hard surfaced with concrete, paver stones or other similar hard surface. Asphalt, clay, gravel or similar material is not permitted. Driveways must be constructed to the same or greater width as the aprons as to not leave small angular areas unpaved between sidewalk and driveway or sidewalk and apron.

(s) Fences. A lot owner may construct a fence on any part of the owner's lot. If any such fence is of a type where the posts or rails are exposed on only one side of the fence, all such posts or rails shall face inward towards the lot owner constructing the fence. Fences shall not exceed six feet in height and shall otherwise comply with applicable City of Fargo ordinances and codes. Any/all fences shall be constructed only of synthetic material (no cedar, treated wood or other wood fences allowed), and shall at all times consist of only white or earth tone colors. Material and color subject to developer approval. Any broken or fallen portions of fences shall be promptly repaired with matching materials.

(t) Nuisances. No nuisance shall be permitted to exist or operate upon any lot so as to jeopardize property values or be detrimental to the well-being of other owners.

(u) Initial Improvements. No building shall be erected on any lot unless the design, location, materials and workmanship are in harmony with existing structures and locations and do not violate any restrictive covenants.

(v) Grade and Drainage Control. All lots shall be graded to finish-grade elevations as determined by the Fargo City Engineer. In order to provide grading which will divert water away from buildings and prevent standing water and soil saturation detrimental to structures and lot use, the finish grade at each foundation wall shall in no event be less than a height which will provide the lot with a minimum vertical fall of six (6) inches in the first ten (10) feet from the foundation and a minimum gradient thereafter to the lot lines of not less than one-quarter (1/4) inch per foot (two percent). The height of the top of basements or foundations shall comply with

the applicable codes and regulations imposed by the City of Fargo. Lots 14-18, 20-26 Block 1; and Lots 2-18, Block 3 shall have sump pump discharge to front yard. These lot owners shall also be responsible for maintenance and upkeep of lands between the rear lot line and the edge of the wet pond and or drain.

(w) Leasing. No residence shall be rented for transient or hotel purposes or, in any event, for an initial period of fewer than six months. No portion less than all of any residence shall be leased for any period.

(x) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No oil wells, tanks, tunnels, mineral excavations or shafts shall be permitted or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or located upon any of the Property.

(y) Sight Distance at Intersection. As to all lots, no fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) 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 (25) feet from the intersection of the street lines. Sight-line limitations shall also apply within ten (10) feet from the intersection of a street property line with the edge of a driveway or ally pavement. No tree shall be permitted to remain within such a distance of such intersections unless the foilage line is maintained at sufficient height to prevent obstruction at sight lines.

(z) Damage to Improvements. Each lot owner, at his or her sole cost and expense, shall repair his/her residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. If all or any portion of the residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months, after the damage occurs, weather permitting, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

(aa) Mortgages. The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any lot or lots in the development, but these covenants shall be binding upon and effective against any mortgagee or owner, whose title or whose grantor's title is or was acquired by foreclosure.

(bb) Exceptions. So long as the Developer is engaged in developing or improving any portion of the lots, it shall be exempted from restrictions and rules affecting movement,

disposition and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of any model home.

Section 2. Severability of Covenants.

Invalidation of any one of these covenants by judgment or by court order shall not affect any of the other provisions, all of which shall remain in full force.

Section 3. Duration.

The covenants and restrictions of this Declaration shall run and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless within ninety days prior to the expiration of any such period, the covenants and restrictions are expressly terminated by an instrument signed by owners of no fewer than three-quarters (3/4) of the lots.

Section 4. Amendment.

Any amendment of this Declaration shall be authorized by a document signed by Owners of no fewer than three-quarters (3/4) of the lots. However, for a period of five years from the date of the recording of this Declaration, the Developer (or its successor as Developer) shall have the right to amend this Declaration without permission or consent from anyone, to conform to any requirements of FHA, VA or other governmental or quasi-governmental mortgage loan insurers, or to correct clerical or reference errors. An amendment must be recorded in order to become effective.

Section 5. Enforcement.

Any owner (including Developer if it still owns a lot), valid occupant or any first mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any supplementary or amended Declarations. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Interpretation.

Unless the context otherwise requires the use herein, the singular shall include the plural

and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions thereof, unless the context requires it.

IN WITNESS WHEREOF, the Developer, Grayland Holding Company LLC, a North limited liability company, has caused these presents to be duly executed by its President, this 11 day of September, 2018.

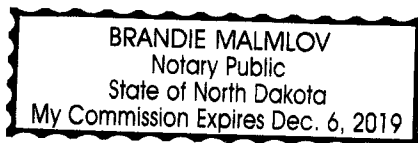
GRAYLAND HOLDING COMPANY, LLC

By: Ben Saucke
Ben Saucke, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 11th day of September, 2018, before me, a notary public in and for said county and state, personally appeared Ben Saucke, known to me to be the President of Grayland Holding Company, LLC, a North Dakota corporation, the Declarant herein, and that he executed the foregoing instrument, and acknowledged to me that he executed the foregoing instrument, on behalf of the corporation.

(STAMP)



Brandie Malmlov
Notary Public