

COUNTRY RIDGE SECOND SUBDIVISION PROTECTIVE COVENANTS

Apple Creek Developers LLP, being the owners of Country Ridge Second Subdivision, which subdivision contains Block 1, Lots 1-7, Block 2, Lots 1-7; Block 3, Lots 1-8; Block 4, Lots 1-6; Block 5, Lots 1-7; is located in Part of the NW ¼ and part of the SW ¼ of Section 5, Township 139 N, Range 79 W; Burleigh County, North Dakota, do hereby prescribe and declare that said property is subject to the restrictions and conditions as hereinafter set forth; and that such restrictions and conditions shall apply to and be a part of every conveyance or deed to said property, or any part thereof, the same as though fully incorporated in any deed or conveyance thereto; that said restrictions and conditions shall be deemed and considered as covenants running with the land when conveyed or deeded, and shall be binding on the heirs, personal representatives, and assigns of any person to whom said land situated in said Country Ridge Second Subdivision may have been conveyed, and any violations or attempt to violate or omission to perform any of the conditions and restrictions as hereinafter set forth shall entitle, and it shall be unlawful for, any person owning real estate in said subdivision which is subject to the same restrictions or conditions in respect to which the default is made, to institute and prosecute appropriate proceedings at law and equity for the wrong done or attempted.

- 1. Land Use and Building Type:** All lots shall be used solely as residential lots, and no structure shall be erected, altered, placed or permitted on any residential building lot other than one (1) detached single family dwelling, not to exceed three (3) stories in height; which single family dwelling in all cases shall be complete with an attached three stall garage. A detached garage or a storage building may only be included on the lot during construction of home or after completion of home.
- 2. Building Location:** Must follow Burleigh County Requirements when erecting an outbuilding. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
- 3. Temporary Structures:** No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- 4. Dwelling:** No dwelling shall have a ground floor square foot area of less than one thousand two hundred (1,200) square feet in the case of a one-story structure, nor less than one thousand (1,000) square feet in the case of a one and one half (1 ½) or two (2) story structure; all dwellings shall have a total area of at least one thousand two hundred (1,200) square feet. Dwellings constructed in another location shall not be moved to any lot within this subdivision. The square footage requirement excludes garages, decks, porches, patios & any other area that are not exclusively used for living purposes.
- 5. Outbuilding-Style:** Any garage and/or outbuilding located on the conveyed property shall be in the same style, form or appearance as the dwelling on the property. Any outbuilding shall not be any closer than 100 feet to any street. Any outbuilding must be erected either at the same time or after the home is built.
- 6. Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except to dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No horses, at any time, all on any lot, except for dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No horses, at any time, shall be allowed in the residential area.
- 7. Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on subdivision plat. Within these easements, no structure, 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 restrict 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.

- 8. Telephone Lines:** Above ground telephone distribution and service lines shall be prohibited except during emergency repairs.
- 9. Electric Light and Power Lines:** Above ground electric light and power distribution and service lines shall be prohibited except during emergencies or repairs.
- 10. Oil and Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon 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.
- 11. Signs:** No signs of any kind shall be displaced to the public view on any lot in the residential area, except one (1) professional sign or not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 12. Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No junk automobiles or other materials shall be stored on property.
- 13. Term:** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 14. Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate, any covenant either to restrain violations or to recover damages.
- 15. Severability:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 16. Subdivision of Lots:** No lot shall be subdivided.
- 17. Prefabricated, trailer or Modular Type Housing:** No prefabricated, trailer or modular housing shall be erected or placed on any residential building lot.
- 18. Nuisances:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
- 19. Dog Leash Requirement:** All dogs must be leashed, fenced or under the control of the owner at all times.
- 20. Outbuildings:** Per County requirements and covenants.
- 21. Utilities:** All Utilities which must cross a street or road shall be tunneled there under.
- 22. Variations:** Any variation to these covenants will need to be approved by the architectural review committee. Developer reserves the right to halt any construction that does not meet the covenants to decide if approved or denied. The residences of the above listed subdivision agree to uphold and enforce these protective covenants.

Please send all requests to:

Apple Creek Developers, LLP
Attn: Kristy
1771 W Cavalry Drive
Bismarck ND 58504

Dated this ____ day of _____, 2015

Art Mariner

Dorothy Mariner

Steve Mariner

Greg Mariner

Shelly Mariner

Kristy Mariner

STATE OF NORTH DAKOTA)
)
COUNTY OF BURLEIGH)

On this ____ day of _____, 2015, before me, a notary public within said county and state, personally appeared Art Mariner, Dorothy Mariner, Steve Mariner, Shelly Mariner, Greg Mariner and Kristy Mariner known to me to be the same persons who are described in and who executed the above and foregoing instrument.

Notary Public
State of North Dakota

My commission expires: