

**PRAIRIE PINES ADDITION  
DECLARATION OF COVENANTS AND RESTRICTIONS**

This DECLARATION is made this 14<sup>th</sup> day of February, 2018, by the Hankinson Community Development Corporation, Incorporated, a North Dakota Corporation, who desires to provide for the preservation of the values and amenities of the real property described in Article II of this Declaration. To this end, the Property is subject to the covenants, conditions, restrictions and reservations set forth in this Declaration, each and all of which are for the benefit of the Property and shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property of any part thereof, and shall inure to the benefit of each Owner thereof.

NOW THEREFORE, Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and reservations set forth in this Declaration.

**ARTICLE I. DEFINITIONS**

The following words when used in the Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Lot" or "Lots" shall mean and refer to any portion of the Property that is hereafter transferred by Developer to a third party.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
3. "Developer" shall mean and refer to Hankinson Community Development Corporation, Incorporated.
4. "Property" shall mean that real property described more specifically in Article II of this Declaration.
5. "Declaration" shall mean this document and the covenants, conditions, restrictions and reservations set forth herein, as may from time to time be amended.

**ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION**

The Property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as follows: Lots 1 through 10, Block 1; Lots 1 through 15, Block 2; Lots 1 through 8, Block 3; and Lots 2 through 7, Block 4 of Prairie Pines Addition to the City of Hankinson, Richland County, North Dakota.

### ARTICLE III. CONSTRUCTION

1. **Commencement of construction.** Construction of a primary structure on a Lot shall be commenced (evidenced by the issuance of a building permit) within eighteen (18) months after the transfer of a Lot by Developer to an Owner. In the event a primary structure is not commenced within said eighteen (18) months, Developer shall have the option to repurchase the Lot from Owner at a price equal to fifty percent (50%) of the net price originally paid to Developer for the Lot. The Lot Owner is fully responsible for the payment of taxes and special assessments during the time the Lot is owned by Owner.
2. **Substantial completion of construction.** Construction of all primary structures must be substantially complete within nine (9) months after the earlier to occur of (a) topsoil being scraped and piled; or (b) issuance of a building permit for the structure.
3. **No used homes.** No dwelling may be moved from another location onto any Lot within the Property, except that a new home, specifically constructed to be moved to a Lot within the Property is allowed. Any homes moved onto a Lot must receive prior written approval from Developer. All new homes to be moved onto a Lot must be located and designed in accordance with these covenants and constructed in compliance with applicable North Dakota building codes.
4. **Lot maintenance during construction.** Contractors, subcontractors, and materialmen must perform construction activities on any Lot in a neat and clean manner, and must keep the Lot and all surrounding property free of debris, trash, and discarded building materials from their work.
5. **Storage of building materials.** No outside storage of building materials is permitted on any Lot after the nine (9) month construction period.
6. **Yard.** The yard must be sodded or seeded prior to the end of the first summer construction season that the home is constructed. If home construction is completed in the winter, the yard must be sodded or seeded prior to the end of the following summer. Until the sodding/seedling is completed, Owner of the Lot must maintain the Lot in a condition free of noxious weeds.
7. **Overhead lines.** Temporary telephone and electrical overhead lines are permitted during construction until permanent underground facilities are installed. Otherwise, all overhead lines are prohibited on the Property.

### ARTICLE IV. RESTRICTIONS

The Property is subject to the following restrictions:

1. **Lot size.** No Lot may be subdivided except as approved in writing by Developer. All transfers of less than the entire Lot are prohibited without the prior written approval of Developer.

2. **Building location.** No structure may be constructed on any portion of the Property unless the following requirements are met:
- a. The front yard setback for each residence shall be a minimum of 30 feet for Lots 1 through 15, Block 2, and Lots 1 through 8, Block 3.
  - b. The front yard setback for each residence shall be a minimum of 20 feet for Lots 1 through 10, Block 1, and Lots 2 through 7, Block 4.
  - c. The side yard setback requirement for each residence shall be a minimum of 8 feet.
  - d. The rear yard setback requirement for each residence shall be a minimum of 30 feet.

For clarity purposes, front, side, and rear yard setbacks for all Lots are set forth on attached Exhibit A. Setback requirements apply to the farthest extending portion of any building (e.g. roof overhang).

3. **Site plan approval by Developer.** All plans and specifications for the erection or alteration of each dwelling house must be approved in writing by both the Building Inspector for the City of Hankinson and Developer. The Building Inspector written approval must be submitted to Developer when available. Developer may grant variances from literal compliance with these restrictive covenants in writing. Said variances shall be recorded with the Richland County Recorder. In the event Developer does not approve any plan within ten (10) business days from the day Developer receives said plans, said plans shall be considered as approved. No construction is permitted during the ten (10) day review period.
4. **Building size.** Each residence must be a residential dwelling with minimum square footage as follows:
- a. Rambler and 1.5 Story: 1,200 square feet
  - b. Bi-Level: 1,500 square feet
  - c. Split-Level or Two Story: 1,800 square feet
  - d. Twin Homes and Townhomes: 1,200 square feet for each unit

Square foot calculations do not include basements, open porches, decks or garages.

5. **Standard base elevation.** Lots shall be graded to finished design grades as set and approved by Developer and Developer's Engineer. Garage floor elevations are to be set

by Developer or Developer's Engineer. Developer and Developer's Engineer will set all grades for culverts unless otherwise set by the City of Hankinson.

6. **Roof pitch.** Roof slopes of not less than 4 in 12 are required.
7. **Building types.** No geodesic dome homes, mobile homes, steel framed homes, or earth shelter homes are permitted. All homes must have a permanent foundation. Solar panels affixed to the roof are the only solar panels that are allowed.
8. **Accessory structures.**
  - a. The following accessory structures may be constructed on a rear yard of a Lot, but must be built with materials so as to closely match the main structure: pools, pool houses, gazebos, decks, play structures and dog houses.
  - b. In addition, one (1) detached storage building may be constructed on a Lot if it is constructed in harmony with the existing dwelling and is approved in writing by Developer.
  - c. The height of such accessory structure shall be limited to 15 feet or the height of the primary structure located upon the Lot, whichever is less. No accessory building shall have a sidewall that is higher than 10 feet. Accessory buildings shall not occupy more than 30% of the required rear yard and shall not be nearer than 8 feet to any side yard Lot line or 10 feet to any rear yard Lot line.
  - d. No accessory structure may be moved onto any Lot. All accessory structures must be a new structure constructed in compliance with this Declaration.
9. **Fencing.** No fences, barriers, walls or other obstructions may be placed in front yards of any Lot, but shall be allowed in side yards and rear yards subject to the following restrictions:
  - a. Fences, barriers, walls or other obstructions constructed of barbed wire or other woven-wire fences, tin or sheet metal are prohibited;
  - b. No fence shall exceed six (6) feet in height;
  - c. All swimming pools having a depth greater than twenty-four (24) inches shall be enclosed by fencing;
  - d. All fences shall be maintained regularly to be kept in good visual condition. Any broken or fallen portions of fences shall be promptly repaired with matching materials. If the fence is of a type that is only finished on one side, the finished side shall be exposed to the neighbors.

10. **Diseases and insects.** No Owner shall permit any thing or any condition to exist upon any Lot that shall induce, breed or harbor infectious plant diseases or noxious insects.
11. **Exterior maintenance.** All primary and accessory structures shall at all times be maintained in a neat condition and appearance. All yards shall be maintained in a neat condition and appearance and be kept free of noxious weeds.
12. **Driveways.** Each Lot is limited to one driveway with maximum width of thirty (30) feet. All driveways shall be constructed only of concrete, blacktop or paving brick and no other material, except gravel driveways shall be allowed until such time that the applicable street serving the Lot is blacktopped.
13. **Vehicle parking and storage.** No commercial vehicles in excess of 10,000 pounds, motor homes, boats, travel trailers, personal watercraft, recreational vehicles, campers, snowmobiles, buses, motorcycles, trailers, construction equipment or the like shall be permitted on any Lot unless they are kept in a garage or other enclosed area so as to be out of view of neighboring Lot Owners, roads and streets, except as follows:
  - a. Construction equipment will be allowed during the normal course of construction;
  - b. Motor homes, buses, campers, motorcycles, travel trailers and similar vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles, temporary parking by Owners, or for temporary visits by visitors to the Lots for a maximum of seventy-two (72) hours. Recreational vehicles, boats, travel trailers and like vehicles may be stored on the Lots only if they are stored behind the front dwelling line and are parked on a concrete or paved surface. All motor vehicles kept on or about a property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted. An Owner may not regularly store or permit the storage of any such item on a Lot and evade the foregoing Restriction by moving or removing the item periodically within the 72-hour temporary storage exception.
14. **Temporary Residence.** No trailer, basement, tent shack, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence, nor shall any residence of a temporary character be permitted.
15. **Animals.** No chickens, pigs, or other barnyard animals are allowed on the Property. Customary household pets are permitted on, and shall be restricted to, their Owner's Lot. Household pets must not be a nuisance and shall not be allowed to stray to adjacent property. Except as stated herein, no animals shall be raised, bred, boarded, or maintained on any of the Lots.
16. **Nuisance.** No noxious or offensive trade or activity is allowed on any Lot, nor shall anything be done thereon that is an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to, using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, and the placing thereof of unsightly

piles of dirt, lumber or other material except during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot before, during or after the period of construction of the home.

17. **Mining.** No exploration for oil or natural gas or mining operations of any kind shall be permitted on any Lot.
18. **Basketball backboards and hoops.** No basketball backboards or hoops may be attached to a dwelling structure on any Lot. A separate pole for installation of such equipment erected and maintained at the expense of the Lot Owner is permitted.
19. **Signs.** No commercial signs of any kind may be displayed on any Lot except one professional sign of not more than nine (9) square feet advertising the Lot for sale or rent, or signs used by Developer or marketer to advertise the Lot during construction and sales.
20. **Removal of dirt.** When excavating for structures, leveling of Lots, or doing any dirt work, no earth or soil shall be removed from the Property except with the written consent of Developer and the City of Hankinson, and then only to such places as may be directed by such written consent.
21. **Trees.** Trees may be planted no closer than ten (10) feet from the rear property lines and five (5) feet from the side property lines. Tree plantings must follow the guidelines of acceptable tree type and species established by the City of Hankinson.
22. **Private septic, drain fields, and wells.** No private septic tanks, drain fields, or private or community wells shall be permitted on any Lot unless for irrigation purposes or temporary dewatering wells for utility construction or maintenance. Notwithstanding the foregoing, geothermal wells are permitted for the purpose of heating and/or cooling a home.
23. **Compliance with Ordinances.** All development within the Property shall be in accordance with City of Hankinson ordinances, as amended.
24. **Special improvements.** No Owner, other than Developer, may petition the City of Hankinson for special improvements unless (a) Developer consents in writing to any such petition, or (b) seventy-five percent (75%) of the Lots have been transferred by Developer to a third party.

## **ARTICLE V. GENERAL PROVISIONS**

1. **Enforcement.** If any party shall violate or attempt to violate any of the covenants or restrictions contained in this Declaration, any Owner may initiate proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions. Such action may be brought to prevent violation of any such covenants or

restrictions and/or to recover damages for the violation of any such covenants or restrictions.

2. **Right to Enforce.** Failure to enforce any of the covenants, conditions, or restrictions now or hereafter imposed is not a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.
3. **Mortgages.** The breach of any of the foregoing covenants, conditions or restrictions now or hereafter imposed shall not defeat or render invalid any lien or mortgage made in good faith for value as to any Lot or Lots. This Declaration shall be binding upon, and effective against, any mortgagee or Owner whose title is or was acquired by foreclosure or otherwise.
4. **Duration.** The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by Developer, Owners, and their heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded. Thereafter, said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless terminated by an instrument signed by Owners who own 20 or more of the Lots and which signed instrument is recorded with the Richland County Recorder.
5. **Severability.** The invalidation of any one of these covenants and restrictions by Judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
6. **Amendments.** This Declaration may be amended in writing by Developer without the consent of any other Owner until 29 of the Lots have been transferred by Developer to a third party, after which time this Declaration may be amended by the written consent of the Owners who own 20 or more of the Lots. Any amendment must be recorded in the office of the Richland County Recorder.

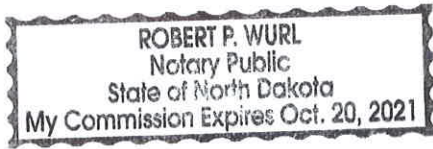
IN WITNESS of its terms and conditions, the undersigned, being the sole Owner and Developer, has caused this Declaration to be executed the day and year first above written.

HANKINSON COMMUNITY DEVELOPMENT  
CORPORATION, INCORPORATED:

By   
Bruce Bommersbach, its President

STATE OF NORTH DAKOTA    )  
  ) SS  
COUNTY OF RICHLAND    )

On this 17<sup>th</sup> day of February, 2018, before me personally appeared Bruce Bommersbach, known to me to be the President of Hankinson Community Development Corporation, Incorporated, a North Dakota corporation, the corporation that is described herein and known to me to be the person who executed the within and foregoing document, and acknowledged to me that he executed the same on behalf of said corporation.



*[Signature]*  
Notary Public  
My Commission Expires:



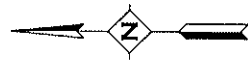
# LOT SETBACK AND GRADING PRAIRIE PINES ADDITION TO THE CITY OF HANKINSON

**LEGEND**



DG = Ditch Grade Elevation

Ditch grades are at the center of lot.  
Garage floors to be 3" higher than ditch bottom.  
Unless otherwise shown, side lot lines have 8' setbacks.



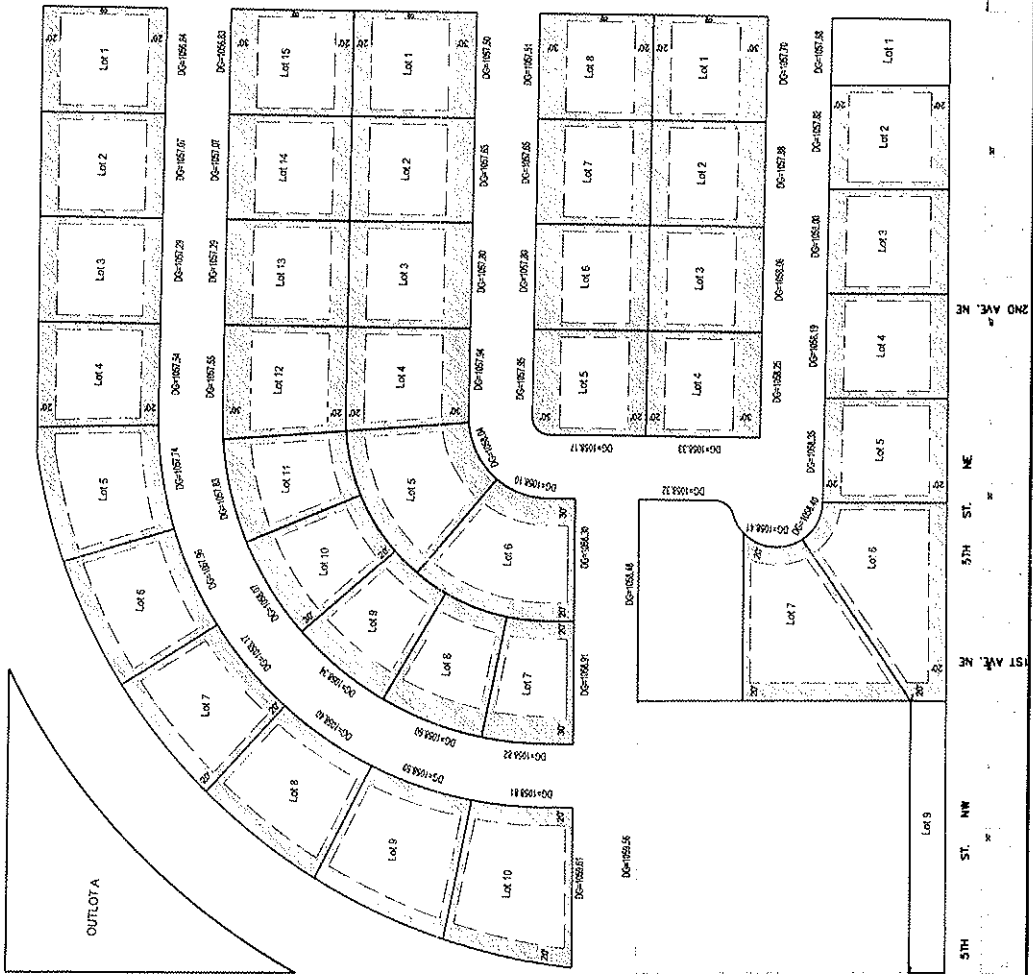
Interstate Engineering, Inc.  
P.O. Box 867  
Waynesville, NC 28787-0867  
Ph: (703) 643-6371  
Fax: (703) 643-6372  
www.interstateeng.com

Professional seal area with text: "Professional seal, please refer to..."

ROCKLAND COUNTY HIGHWAY NO. 1

3RD AVE. NE

3RD AVE. NE



62ND ST. SE

OUTLOT A

MAIN AVE. N

MAIN AVE. N

5TH ST. NW

1ST AVE. NE

5TH ST. NE

2ND AVE. NE

2ND AVE. NE

3RD AVE. NE

Vertical text on the right edge of the drawing, likely a scale or reference marker.

