

PROTECTIVE COVENANT DECLARATION

North Star Coop and Park River Development Corporation, of Park River, North Dakota, owners and proprietors:

to:

The Public.

The above named and undersigned proprietors are the record title owners of all of the following described property situated in Park River, Walsh County, North Dakota, to-wit:

All of the North Star lots in Addition to the City of Park River, North Dakota, according to the certified plat thereof on file and of record in the office of the Register of Deeds of Walsh County, North Dakota.

That the proprietors do hereby, for the benefit of themselves and of all persons who may hereafter become the owners of or hold an interest in any of the lots in said Addition, or in any portion of the above described property, and as a part of the consideration for the sale of each and every lot which may be sold within said Addition, impose upon all of the lots in said Addition the following restrictions which shall constitute covenants running with the land, binding upon the proprietors, their grantees and their heirs, personal representatives, successors, and assigns, and which shall be enforceable by and against the proprietors, their grantees, and their heirs, personal representatives, successors, and assigns, or any other person interested in any manner in said lots or any of them, and which restrictions shall deem to be included in each and every deed hereafter executed by the proprietors or any subsequent owner of any lot in said Addition, whether expressly set forth in said deed or referred to in said deed, or not, to-wit:

1. No building whatsoever, except a private dwelling house with the necessary outbuildings, including a private garage shall be erected, placed, or permitted on any of the lots or any part thereof, and such dwelling house permitted on the conveyed premises shall be used as a private dwelling only. All buildings erected on said lots shall be single family dwellings. All dwelling houses constructed thereon shall have at least a two-car garage which shall be attached to the dwelling place.
2. Accessory buildings, including detached garages, may be erected or permitted on the rear half of the lots, except that such buildings shall have a ground floor area no larger than 600 square feet. No garage or storage shed shall be placed, erected, or maintained upon any part of said premises, except for use and connection with a dwelling already constructed or under construction at the time such garage or outbuilding is placed or erected upon this premises.
3. Within one year of acquisition of a lot in the subdivision, a person shall commence construction on the lot. Should a party not commence construction within the one year time frame, they shall pay \$5,000.00 each year to the tax

increment fund in lieu of real estate taxes commencing with the year after acquisition which shall be due and payable on October 1, and if not paid, the amount owing shall become a lien on said lot the same as other real estate taxes.

4. When the construction of any building has once begun, work thereon must be prosecuted diligently and must be completed, that is, ready for occupancy, within twelve (12) months from the date of commencement of construction and landscaping shall be completed within twenty-four (24) months.
5. The ground floor area of the main dwelling, exclusive of porches, garages, and covered walks, shall not be less than 1400 square feet in the case of a one-story dwelling, not less than 2000 feet in the case of a multi-floor structure. A residence may be built on two lots but if so, then a one-story house shall have not less than 2000 square feet and a multi-floor structure not less than 3200 square feet.
7. No portion of any dwelling, appurtenances, or outbuildings shall be less than twenty-five (25) feet from the front line of any lot.
6. No portion of any house shall be less than ten (10) feet from the property line.
8. No more than one residence may be built upon any one lot, and no lot shall be subdivided.
9. No business or trade of any kind shall be maintained on, or in front of any lot, or such property in any way be used other than strictly for residential purposes, with the exception that any current business that North Star Coop is engaged in on this property shall be "grand fathered" in.
10. No person shall at any time raise the grade of any lot above the grade established or to be established as the level of the street, more than one (1) foot for each twenty-five (25) feet that the house is from the street.
11. No mobile home, trailer, tent, shack, garage, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
12. No building other than those of new construction shall be placed upon any lot.
13. No signs of any kind shall be displayed to the public view on any lot. One sign may be used by a builder, owner, or realtor to advertise the property during the construction and/or sales.
14. No lot shall be used or maintained as a dumping ground for rubbish, junk cars, etc. Trash garbage or other waste shall not be kept, except in sanitary

containers.

15. As due to the design of said Addition, the lots have unequal frontages upon the streets, each lot shall pay equally for any maintenance and improvements.
16. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction or to prevent him from doing or to recover damages or other dues for such violation.
17. These covenants shall be recorded in the office of the Register of Deeds of Walsh County, North Dakota, and they shall remain a part of all conveyances pertaining to the property described above.
18. If two-thirds of the lot owners agree, these covenants and restrictions can be amended with the exception of 7. above concerning subdividing of lots, as tax increment financing is the major source of funding for the construction of the infrastructure until the tax increment financing has been paid in full.