

EDGEWOOD PARK ADDITION DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this ____ day of _____, 2019, by Edgewood Park of Wahpeton, LLC, hereinafter referred to as "Developer", who desires to provide for the preservation of the values and amenities of the real property described in Article II of this Declaration, hereinafter called the "Property". 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 properties herein described 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 (sometimes referred to as "covenants and restrictions") 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" shall mean and refer to any portion of the Property that is hereafter deeded 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 Edgewood Park of Wahpeton, LLC.
4. "Property" shall mean that real property described more specifically in Article II of this Declaration.
5. "Declaration" shall mean 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: Lots 1 through 12 of Block 1 in Edgewood Park [Addition] to the City of Wahpeton, 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 purchase of any Lot by an Owner. In the event a primary structure is not commenced within eighteen (18) months, Developer shall have the option to repurchase the Lot from Owner at a price of ninety percent (90%) of the price originally paid to Developer for the Lot.
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 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/seeding is completed, the 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 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 25 feet.
 - b. The side yard setback requirement for each residence shall be a minimum of 8 feet.
 - c. The rear yard setback requirement for each residence shall be a minimum of 30 feet.

Developer shall determine the front, side, and rear yard locations of all corner Lots. 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 by Developer. Developer may grant variances from literal compliance with these restrictive covenants in writing. 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. **Drainage plan.** Each Lot shall comply with Developer's drainage plan.
5. **Building size.** Each residence must be a residential dwelling with minimum square footage as follows:
- a. Rambler and 1.5 Story: 1,400 square feet
 - b. Bi-Level: 1,500 square feet, which 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.

6. **Standard base elevation.** Lots shall be graded to finished design grades as set and approved by Developer and Developer's engineer.
7. **Roof pitch.** Roof slopes of not less than 4 to 12 are required.
8. **Building types.** A twin home or single family home may be constructed on Lot 11 of Block 1; single family homes are required on all other Lots. No solar panels, geodesic dome homes, mobile homes, steel framed homes, or earth shelter homes are permitted. All homes must have a permanent foundation.

9. **Accessory structures.**

- a. With advanced written approval from Developer, the following accessory structures may be constructed on a rear yard of a Lot: pools, pool houses, gazebos, decks, play structures and dog houses. Such structures must be built with materials so as to closely match the main structure.
- 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 by Developer.
- c. No accessory structure may be moved onto any Lot. All accessory structures must be a new structure constructed in compliance with this Declaration.

10. **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, chain-link or other woven-wire fences, tin or sheet metal are prohibited except that chain-link fences may be used to construct a dog kennel;
- 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.

11. **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.

12. **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.

13. **Vehicle parking and storage.** No commercial vehicles, 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. 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. **Driveways.** All driveways must be constructed of concrete. No asphalt driveways are permitted.
18. **Removal of Trees.** No trees may be removed from any Lot without the advanced written approval of Developer.
19. **Mining.** No exploration for oil or natural gas or mining operations of any kind shall be permitted on any Lot.
20. **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.
21. **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 the marketer to advertise the Lot during construction and sales.
22. **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 then only to such places as may be directed by such written consent.

23. **Private septic and drain fields.** No private septic tanks or drain fields shall be permitted on any Lot.
24. **Compliance with Ordinances.** All development within the Property shall be in accordance with City of Wahpeton ordinances, as amended.
25. **Special improvements.** No Owner, other than Developer, may petition the City of Wahpeton for special improvements unless (a) Developer consents in writing to any such petition, or (b) seventy-five percent (75%) of the Lots have been sold.

ARTICLE V. ASSOCIATION

Any Owner is automatically made a member of an association of all other Owners, which association shall be entitled the Edgewood Park Association. Said association shall elect officers on an annual basis and shall take action as the association sees fit. All Owners shall abide by association rules and regulations. All Owners shall maintain the North side of the Property running along 16th Avenue North, which shall include maintaining an existing fence, a sprinkler system, and landscaping. The share of maintenance expenses that each Owner shall bear is as follows:

Lot 1, Block 1	1/12
Lot 2, Block 1	1/12
Lot 3, Block 1	1/12
Lot 4, Block 1	1/12
Lot 5, Block 1	1/12
Lot 6, Block 1	1/12
Lot 7, Block 1	1/12
Lot 8, Block 1	1/12
Lot 9, Block 1	1/12
Lot 10, Block 1	1/12
Lot 11, Block 1	1/12
Lot 12, Block 1	1/12

The association shall hire contractors to perform any required maintenance. The association shall levy dues in accordance with the above proportions to each Owner, and each Owner shall pay said dues not later than 30 days after assessed.

The association may make other rules and regulations regarding common interests of the Owners. Each Lot shall be entitled to one vote in a manner as more particularly specified in this Article V.

ARTICLE VI. 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; but 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 an instrument signed by a majority of the then Owners has been recorded agreeing to modify said covenants and restrictions in whole or in part.
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 by Developer without the consent of any other Owner until all twelve (12) of the Lots have been sold, after which time this Declaration may be amended by the written consent of the Owners who own nine (9) or more of the Lots. Any amendment must be recorded in the office of the Richland County Developer.

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Signature page to Edgewood Park [Addition] Declaration of Covenants and Restrictions

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.

**EDGEWOOD PARK
OF WAHPETON, LLC:**

By _____
Jerry Meide, its Member

STATE OF NORTH DAKOTA)
)SS
COUNTY OF RICHLAND)

On this ____ day of _____, 2019, before me personally appeared Jerry Meide, known to me to be the member of Edgewood Park of Wahpeton, LLC, the limited liability company 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 limited liability company.

Notary Public
My Commission Expires: