

**CORRECTED RESERVATIONS AND RESTRICTIVE COVENANTS  
SCENIC WATERS FIRST SUBDIVISION**

TO THE PUBLIC:

This is a Declaration of Reservations and Restrictive Covenants of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), Block One (1), Scenic Waters First Subdivision, located in, McLean County, North Dakota.

If the owners of such lots or any of them, or their heirs or assigns shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such covenants, and either to prevent his from doing so or to recover damages for such violation, or both.

1. PURPOSE: The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the subdivision and thereby to secure to each site owner the full benefits and enjoyment of his home or cottage, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners.

2. DURATION: All and each of these restrictions, conditions, and covenants herein are to run with the land and shall be binding on all parties and all persons claiming under them until such time as they may be changed by the owner of the property in the area by a correct legal procedure.

3. COVENANTS FOR IMPROVEMENTS: All lots conveyed are conveyed as unimproved property without any obligation on the part of the grantor to improve the same.

4. RESIDENTIAL RESTRICTION: No structure shall be erected, altered, or placed on any lot or tract other than one detached, single family dwelling not to exceed two (2) stories in height, except that this shall not preclude the erection, location or maintenance of other customary or necessary structures accessory to the dwelling and as recreational use. No building shall be erected closer than twenty-five feet (25') from the front lot line, or fifteen feet (15') from the side lot line and twenty five feet (25') from the rear lot line. All detached buildings shall be constructed with straight walls and the exterior of such building shall match that of the residence. Manufactured homes are not permitted on any of the lots of Scenic Waters First Subdivision, unless they are at least 26 feet wide and new at the time of placement. Manufactured homes must be placed on a permanent foundation and no piers or skirting are allowed.

A camper trailer may be used as a temporary dwelling during a period of construction of a permanent dwelling for up to one (1) year. This term may be extended for an additional year with consent from all adjoining landowners of Scenic Waters First Subdivision

5. SUBDIVISION OF LOTS: In accordance with the foregoing restriction limiting the number of dwellings on each lot, no subdivision of any lot shall be permitted.



6. DWELLING & BUILDING QUALITY AND SIZE: No building shall be erected, altered, placed, or permitted on any lot unless the design, location, materials, and workmanship is in harmony with existing structures and locations in the tract and does not violate any Restrictive Covenants. No dwelling shall have a ground floor square foot area of less than 1,200 square feet in the case of a one-story structure, nor less than 1,000 square feet in the case of one and one-half or two-story structure. No trailer, tents, shack, or other out-buildings or temporary structures may be used on any lot at any time as a residence, either temporary or permanent.

A maximum of two (2) detached accessory buildings shall be allowed in each lot. One accessory building shall be no larger than 250 square feet and one accessory building shall be no larger than 3200 square feet. The side walls of a detached building shall be no higher than twelve (12) feet, with no more than a 5/12 roof pitch.

7. LIVESTOCK AND ANIMALS: No form of livestock other than dogs and cats may be kept by an owner on any tract within the subdivision, and all dogs shall, if requested by the owners of the other lots on the property, be restricted to the owners premises and maintained on a leash so as not to run at large at any time. No livestock or poultry shall be kept or maintained on any of the lots. The commercial breeding and sales of any animal, including dogs, is forbidden upon any lot or tract.

8. RESTRICTIONS AGAINST POLLUTION: No building shall be constructed unless a permit shall have been received as may be required by the Zoning Regulations of McLean County, North Dakota. No septic tank or other means of sanitary disposal shall be constructed, used or maintained unless the same meets with the requirements of all state and local health laws, rules and regulations and in no event shall any person undertake or permit any use of the property which would be dangerous to the health of any other person residing in the area. All leach and drain fields and septic tanks shall be designed according to the State Health Department requirements.

9. GRADING: Neither grantee nor any person or persons claiming under him shall or will at any time raise the grade of any lot or lots herein conveyed above the grade established or to be established by the grantor.

10. NUISANCES: No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eyes, or shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Unsightly storage of old cars, junk, trash, and unlicensed vehicles is prohibited. Grass must be mowed, sprayed and maintained to less than a maximum ten (10) inch height. All noxious weeds must be controlled.

11. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than fifteen square feet.

12. MODIFICATION OF RESTRICTIONS: The covenants, agreements, conditions, reservations, and changes created and established herein for the benefit of SCENIC WATERS FIRST SUBDIVISION and each lot therein, may be waived, terminated, or modified as to the whole



of SCENIC WATERS FIRST SUBDIVISION or any portion thereof with the written consent of the owners of seventy-five percent (75%) of the lots in SCENIC WATERS FIRST SUBDIVISION collectively. No such waiver, termination, or modification shall be effective until the property instrument, in writing, shall be executed and recorded in the office of the County Recorder, McLean County, State of North Dakota; provided, however, that no such modification shall be effective or recorded prior to the time that the same has been submitted in writing to the McLean County Zoning Board and the same has been approved by that governmental agency or its successor.

13. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick shall be erected, maintained, or permitted upon any lot.

14. WIND GENERATORS PROHIBITED: No wind generators, wind generation towers or equipment shall be permitted upon or in any lot.

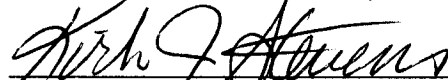
15. PARKING: Each lot owner shall make provisions for off street/road parking. No parking shall be allowed on the streets or roads within the subdivision.

16. ENFORCEMENT: These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Scenic Waters First Subdivision, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them for any violation thereof.

17. PARTIAL INVALIDITY: If any covenants or condition or restriction herein above contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

IN WITNESS WHEREOF, the owners have caused these presents to be signed this 15<sup>th</sup> day of June, 2012.

STEVENS ENTERPRISES, INC.

  
Kirk J. Stevens, President

  
Mary L. Stevens, Secretary



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