

RECORDER'S OFFICE, CASS COUNTY, ND 11/7/2017 3:31 PM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

by Shena Garcia, Dep **1524963**
Recorded Electronically



**LOST RIVER SECOND ADDITION DECLARATION
OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION, made November 7, 2017, by Winnie Development II, Inc., hereinafter referred to as "Developer," who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Lost River Second Addition Property." To this end, the Lost River Second Addition Property is subject to the covenants and restrictions set forth in this Declaration, each and all of which is and are for the benefit of the Lost River Second Addition Property and each Owner. This Declaration shall run with the land and be binding on all parties having or acquiring any right, title, or interest in the Lost River Second Addition Property or any part thereof, and shall inure to the benefit of each Owner thereof.

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

ARTICLE I

SUBSEQUENT DECLARATION

This Declaration is a "Subsequent Declaration" as that term is defined by the Lost River Addition Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, dated May 29, 2017 and recorded May 31, 2017 as Doc. No. 1511136, hereinafter called the "Lost River Addition Declaration." The Lost River Second Addition Property is bound by the terms of Article I, Article II, Article III, Article IV, Article VI, Article VII, Article VIII, Article IX, and Article X of the Lost River Addition Declaration. The Lost River Addition Declaration is incorporated by reference to this Declaration, and all of the terms of this Declaration shall have the same meaning as the Lost River Addition Declaration. This Declaration provides supplemental covenants and restrictions that apply to the Lost River Second Addition Property, and is intended to be read in conjuncture with the Lost River Addition Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as follows:

Lost River Second Addition, a re-plat of a Part of Lot Two (2), Block Six (6) Lost River Addition to the City of Horace, Cass County, North Dakota.

All of which real property shall be called the "Lost River Second Addition Property." Portions of the Lost River Second Addition Property that 1) have been or will be dedicated to the public, whether for park space, right-of-way, or other uses, or 2) will be conveyed by the Developer to the Homeowners Association as green space or landscaped areas shall not be subject to this Declaration to the extent the intended use of the dedicated or conveyed property is inconsistent with this Declaration.

ARTICLE III

COVENANTS AND RESTRICTIONS RELATING TO LOST RIVER SECOND ADDITION LOTS

1. **DWELLING SIZE.** Residential dwellings constructed on the following Lots shall meet the following minimum square footage requirements, unless a variance is issued in writing by the Review Committee:

Dwelling Style	Lots 2 through 15, Block 4; Lots 1 through 20, Block 3; Lost River Second Addition	Lots 14 through 22, Block 1; Lots 16 through 24, Block 4; Lost River Second Addition	Lots 1 through 13, Block 1; Lots 1 through 10, Block 2; Lots 1 through 4, Block 5; Lost River Second Addition
Standard one story (rambler) and one and a half story	1150 sq. ft. total on all level(s) entirely above grade	1500 sq. ft. total on all level(s) entirely above grade	1700 sq. ft. total on level(s) entirely above grade
3 Level Split	1700 sq. ft. total for top three levels	2100 sq. ft. total for top 3 levels	2500 sq. ft. (excluding lowest basement level)
Standard two story	1600 sq. ft. on all levels entirely above grade	2000 sq. ft. total on all levels entirely above grade	2200 sq. ft. total on all levels entirely above grade
Bi-Level (including both floors)	1700 sq. ft. total on both levels	2200 sq. ft. total on both levels	Not Allowed

Twin Homes	1150 sq. ft. total on all levels entirely above grade per side	1500 sq. ft. total on all levels entirely above grade per side	Not allowed
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**The above stated minimum square footage requirements do not include basements, garages, decks, or porches.

2. **CURB APPEAL.** In order to protect and preserve the character and nature of the Property, all residences in Lots One (1) through Thirteen (13), Block One (1); Lots One (1) through Ten (10), Block Two (2); and Lots One (1) through Four (4), Block Five (5) Lost River Second Addition shall have 15% hard surface coverage on the front of the structure which include brick, rock, dryvit or of similar type materials. All residences on the remaining Lots in Lost River Second Addition shall have 10% hard surface coverage on the front of the structure which include brick, rock, dryvit or of similar type materials. In lieu of the foregoing, the Review Committee may allow or require alternative material design on the front of the structure.

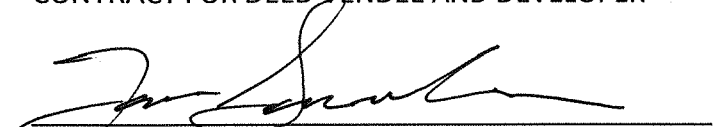
3. **SETBACK PROVISIONS.** Lots One (1) through Thirteen (13), Block One (1); Lots One (1) through Ten (10), Block Two (2); and Lots One (1) through Four (4), Block Five (5) of Lost River Second Addition shall have not less than a seven (7) foot side yard setback from any structure to the side property line and shall have not less than a thirty (30) foot front yard setback from any structure to the front property line. Lots Fourteen (14) through Twenty-Two (22), Block One (1); and Lots Sixteen (16) through Twenty-Four (24), Block Four (4) of Lost River Second Addition shall have not less than a six (6) foot side yard setback from any structure to the side property line and shall have not less than a twenty-five (25) foot front yard setback from any structure to the front property line.

4. **ACCESSORY STRUCTURES.** Accessory buildings with a maximum size of Four Hundred (400) square feet may be approved only on Lots One (1) through Thirteen (13), Block One (1); Lots One (1) through Ten (10), Block Two (2); Lots One (1) through Four (4), Block Five (5) Lost River Second Addition. Accessory buildings with a maximum size of Two Hundred Forty (240) square feet may be approved on all remaining Lots in Lost River Second Addition. All accessory buildings must be constructed as part of the design style and are constructed with the same exterior materials as the house, and provided that the site plan is harmonious with neighboring properties, in the discretion of the Review Committee. The Review Committee may, on a case-by-case basis, reduce an accessory building's allowable total square footage associated with a particular lot based on the dimensions of the Lot, and the impacts a proposed accessory building has on the views of neighboring Lots.

5. **FENCES.** The Review Committee will not allow white fences. This provision supplements the Fences/Berms provision contained in Article IV of the Lost River Addition Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges.

IN WITNESS of its terms and conditions, the undersigned Declarants, being all of the titled owners of the Property, have caused this Declaration to be executed the day and year first above written.

CONTRACT FOR DEED VENDEE AND DEVELOPER



WINNIE DEVELOPMENT II, INC.

BY: THOMAS J. SAMUELSON

ITS: PRESIDENT

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 7th day of November, 2017, before me, a Notary Public in and for said county and state, personally appeared Thomas J. Samuelson, known to me to be the President of Winnie Development II, Inc., which corporation is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation.

LYNN MARIE MESTETH
Notary Public
STATE OF NORTH DAKOTA
My Commission Expires
April 18, 2020



Notary Public

My Commission Expires: 4-18-2020

(SEAL)

CONTRACT FOR DEED VENDOR

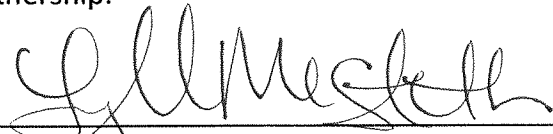
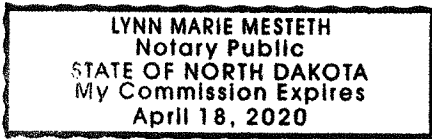


WINNIE DEVELOPMENT, LLLP
BY: THOMAS J. SAMUELSON
ITS: GENERAL PARTNER

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this 7th day of November, 2017, before me, a Notary Public in and for said county and state, personally appeared Thomas J. Samuelson, known to me to be the General Partner of Winnie Development, LLLP, which limited liability limited partnership is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of said limited liability limited partnership.

(SEAL)



Notary Public
My Commission Expires: 4-18-2020