

RECORDER'S OFFICE, CASS COUNTY, ND 3/9/2018 12:14 PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
JEWEL A. SPIES, COUNTY RECORDER

by Teresa A. Kirby, Dep. **1532705**  
Recorded Electronically



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

THIS DECLARATION, made March 9, 2018, 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 Fourth Addition Property." To this end, the Lost River Fourth 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 Fourth Addition Property and the entire Lost River 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 Fourth Addition Property or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Developer declares that the Lost River Fourth 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 Fourth 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 Fourth Addition Property, and is intended

to be read in conjuncture with the Lost River Addition Declaration. Any Owner within the Lost River Addition shall have the right to enforce this Declaration.

**ARTICLE II**

**PROPERTY SUBJECT TO THIS DECLARATION**

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

Lost River Fourth 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.

Portions of the Lost River Fourth 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 FOURTH 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:

<b>Dwelling Style</b>	<b>Lots 1 through 3 Block 1 Lost River Fourth Addition</b>
<b>Standard one story (rambler) and one and a half story</b>	1150 sq. ft. total on all level(s) entirely above grade
<b>3 Level Split</b>	1700 sq. ft. total for top three levels
<b>Standard two story</b>	1600 sq. ft. on all levels entirely above grade
<b>Bi-Level (including both floors)</b>	1700 sq. ft. total on both levels
<b>Twin Homes</b>	1150 sq. ft. total on all levels entirely above grade per side

\*\*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 Lost River Fourth Addition shall have 10% hard surface coverage on

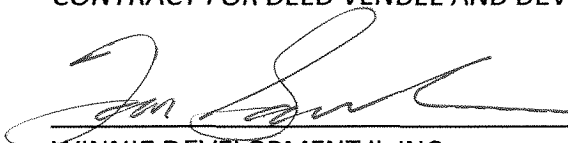
the front of the structure which include brick, rock, dryvit or of similar type materials. In lieu of the foregoing, the Review Committee may allow or require alternative material design on the front of the structure.

3. **ACCESSORY STRUCTURES.** Accessory buildings with a maximum size of Two Hundred Forty (240) square feet may be approved on all Lots in Lost River Fourth 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.

4. **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.

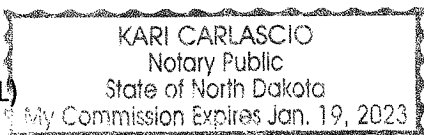
IN WITNESS of its terms and conditions, the undersigned Declarants, being all of the titled owners of the Property, have caused this Declaration to be executed the day and year first above written.


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 9 day of March, 2018, 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., who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of Winnie Development II, Inc.

(SEAL)   
KARI CARLASCIO  
Notary Public  
State of North Dakota  
My Commission Expires Jan. 19, 2023

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

CONTRACT FOR DEED VENDOR



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

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

On this 9 day of March, 2018, 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, who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of Winnie Development, LLLP.



Notary Public  
My Commission Expires: \_\_\_\_\_

