



HIGH PARK NORTH COVENANTS AND RESTRICTIONS

Wilton, North Dakota

Please see City Auditor for a copy of these covenants that include signatures

KNOW ALL MEN BY THESE PRESENT. That INTERSTATE DEVELOPMENT COMPANY, a North Dakota Corporation, owner of the following described property, situated in the County of McLean and State of North Dakota, now known and described as HIGH PARK NORTH ADDITION to Wilton, North Dakota, being a part of the West Half (W ½) of Section Thirty-Five (35), Township 143 North, Range 80 West of the 5th P.M, Mclean County, North Dakota, does now constitute, create and impose upon said lands the following covenants, restrictions and conditions:

- 1) Said land, subject to the provisions and exceptions following, shall be used for residential purposes only, and no building shall be erected thereon except for residential purposes or for such accessory building purpose as may be permitted by the ordinances of the City of Wilton, North Dakota.
- 2) Block One (1) shall have a classification under the ordinances of the City of Wilton as will permit the same to be used for a proposed park or for the purposes other than a single family dwellings. Lot Two (2) in Block One (1) shall have a classification for commercial or similar use as is provided by the ordinances of the City of Wilton. Lot Eighteen (18) in Block Four (4), shall have a classification as may be permitted by the ordinances if the City of Wilton.
- 3) All other lots described in the said plat shall be known, described and used solely as residential lots and no structure shall be erected, altered, placed or permitted on any residential building other than one detached single family dwelling not to exceed two stories in height and a two stall or more attached garage or the 30/35 rule (the principle building and all accessories shall not cover more than thirty (30) percent of an inside lot nor more than thirty-five (35) percent of a corner lot.)
 - a. Detached garages shall not exceed one thousand five hundred (1,500) square feet or the 30/35 rule.
 - b. Garage side walls shall not exceed fourteen (14) feet in height.
 - c. Garage must be on a floating slab with a minimum of one (1) foot footings along the perimeter of the slab.
 - d. If using footings that are not part of the floating slab, the area that is above the slab will be included in the height of the side wall.
 - e. The garage shall be similar in design to the main house.
 - f. Pole barn type garages will not be permitted
- 4) No building shall be erected on any residential building plot nearer that 25 feet to nor farther than 35 feet from the front lot line, nor nearer than 10 feet to any side lot line. The side line restriction shall not apply to a garage located in the rear one-quarter of a lot, except that on a corner lots no structure shall be permitted nearer that 25 feet to the side street line. For the purpose of this covenant, eaves and steps shall not be considered as a part of the building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. This restriction shall not be applicable to lots associated with a cul de sac and in such instance regulations as provided by the City Building Code shall prevail.

- 5) No residential lot shall be resubdivided into building plots having less than 9,500 square feet of area or a width less than 75 feet and then only by this owner and developer.
- 6) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- 7) No building shall be erected, altered, placed or permitted in any lot unless the design, location, material and workmanship is in harmony with existing structures and locations in the tract and does not violate an protective covenants. In any case, no dwelling shall a ground floor square foot area of less than 900 square feet in the case if a one-story structure nor less than 720 square feet in the case of a one and one-half or two story structure. Dwellings constructed in another location shall not be moved to any lot within this addition unless the same shall been newly constructed and not previously used as a residence. There is hereby created ab architectural committee, consisting of three persons to be designated by the owner/developer with power of substitution from time to time. All building plans, including those for altering the structure or additions to structures, shall be presented to the architectural committee for approval. The said committee shall have a period of thirty days in which to inspect, approve or disapprove the said plans and if no action is taken thereon within thirty days, the said plans shall be deemed approved. If disapproval in whole or in part, a written explanation and determination shall be given to the lot owner who shall have a reasonable time in which to comply with such determination and if not so amended or modified, there shall be no construction, alterations or additions under the said plan. Any persons having an interest in the said addition, including the architectural committee, shall have redress to the courts to insure compliance with the provision of all said covenants.
- 8) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 9) No animal, livestock, or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. All dogs shall be kept confined to owners' premises and shall be not permitted to run at large or otherwise be a nuisance to any other person. When dogs are allowed off the owners' premises, they shall be on a leash.
- 10) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels on the easements, or which may obstruct or retard the flow of water through drainage channel in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for

which a public authority or utility company is responsible. No utility shall be placed on the boundary line of the easement.

- 11) In order to provide grading which will divert water away from buildings and prevent standing water and soil saturation detrimental to structures and lot use, the finish grade at each foundation wall shall in no event be less than a height which will provide the lot with a minimum vertical fall of 6 inches in the first 10 feet away from the foundation and a minimum gradient thereafter of lot lines of not than $\frac{1}{4}$ " per foot (2 percent).
- 12) Above ground telephone distribution and service lines, and above ground electrical light and power distribution and service line shall be prohibited except during emergencies or repairs.
- 13) 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 or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 14) Deleted
- 15) Fences
 - a. Fences shall be chain link, wood, or an engineered material that is appealing to sight.
 - b. Fences in the front yard shall not exceed 36" (wood) or 48" (chain link) in height.
 - c. Fences in the back and side yard shall not exceed six (6) feet in height.
 - d. Fences in the back and side yards shall be in the owner's right-of-way.
 - e. No fence higher than 36" (wood) or 48" (chain link) shall be in the line of sight.
 - f. Applicants must submit a drawing which includes what size fence, material being used, and location in relation to street, house and adjoining property.
- 16) No signs of any kind shall be displayed to the public view if any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- 17) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted and all other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 18) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years

unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

- 19) Enforcement shall be by proceedings at law or in equity against and person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 20) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- 21) No trade or commercial activity shall be carried on upon any lot restricted to residential use and nothing shall be done or permitted upon any residential lot which would or could become an annoyance to other residents of the neighborhood.
- 22) No old or used house or building may be moved into the said tract or upon any residential lot and all dwelling and other structures must be of new construction and newly build for use as residential purposes. All building construction shall be of new material and all dwellings or similar residential structures once constructed shall not be remodeled or altered in such a manner as would be in violation of any one or more of these covenants or be in violation of the applicable ordinances.
- 23) If any lot owner or successor in interest to any owner should violate or attempt to violate any of the covenants herein, it shall be lawful for the new owner/developer or any other person owning or having an interest in the area to prosecute at law or in equity against the person violating or attempting to violate such covenant or condition and either to prevent the same or to recover damaged or costs and other relief as the court may deem appropriate.
- 24) IT IS SPECIFICALLY UNDERSTOOD and it is now provided that should any person, firm or corporation acquire any lot, lots or tracts within the said area upon which no construction has been completed and should such person, firm or corporation fail to erect a dwelling thereon and complete the same for occupancy within three years of date of acquisition with a possible one time extension approved by the Wilton City Commission, then and in that event the owner/developer or its successor in interest, shall have the immediate right to reacquire the said lot and shall pay the sum received as the purchase price but less outstanding and accrued taxes and assessments prorated to the time of reacquisition and less any valid liens or encumbrances. In the event of a failure if such owner to reconvey as provided, then owner/developer or its successors in interest shall have the immediate right of application to the courts for the redress including damages costs and reasonable attorney's fees with specific performance. This provision shall be made specifically binds on the heirs, assigns and personal representative of a purchaser.

IN WITNESS WHEREOF, INTERSTATE DEVELOPMENT COMPANY, a corporation, has caused these presents to be executed by its duly authorized officers this 20 day of August, 1976.

2. *Amended 1976*
3. *Amended 2007*
14. *Deleted 2007*
15. *Amended 2007*

Any typos in this document DO NOT override the original document and amendments.