

## Protective Covenants for Hegstad Subdivision to the City of Powers Lake, ND

Whereas, the City of Powers Lake is the fee owner of all that tract and parcel of platted land, located in Burke County, North Dakota, as described more fully, to-wit:

Lots one through thirteen (1-13), Hegstad Subdivision, City of Powers Lake, ND

And, Whereas, the City Council of Powers Lake City, in order to promote reasonable development and to enhance marketability of said lots, has directed the following protective covenants be created and established, such covenants to run with said lots, tract and parcel of land.

Therefore, We, the undersigned, John Albertson, Mayor of the City of Powers Lake; and Jennifer Titus, City Auditor of the City of Powers Lake, on the date indicated do hereby execute, on behalf of the City of Powers Lake the following Protective Covenants, to-wit:

**LAND USE AND BUILDING TYPE:** All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected, altered, placed or permitted on any residential building lot other than one single family dwelling not to exceed two and one half (2.5) stories in height and two car garage.

**BUILDING LOCATION:** No building shall be erected on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 8.5 feet to any side lot line, nor nearer to 20 feet to the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**LOT AREA AND WIDTH:** No residential lot shall be re-subdivided.

**TEMPORARY STRUCTURES:** No camper trailer or manufactured home with metal frame, basement, tent, shack, garage, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

**DWELLING 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 existed structures and locations in the tract and does not violate any Protective Covenants. In any case, 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 1,400 square feet in the case of one and one-half or two-story structure. Dwellings constructed in another location shall not be moved to any lot within this addition except for newly constructed and un-lived in houses with a roof pitch of 4/12 or greater, 16" soffit, and modular houses must have wood frames for placement on basement or crawl space.

**LAWN ESTABLISHMENT:** Seeding or other acceptable ground cover is required front, rear, and side yards within one (1) year of construction completion to prevent erosion or disruption.

**NUISANCES:** 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.

**LIVESTOCK AND POULTRY:** No animals, 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 purpose.

**EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half feet (7'6") 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 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 of utility company is responsible. No utility shall be placed on the boundary line of the easement.

**DRAINAGE CONTROL:** In order to provide grading which will divert water away from building and prevent standing water and soil saturation detrimental to structures and lot use, the finish grade at each foundation wall shall in not 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 to lot lines of not less than  $\frac{1}{4}$ " per foot (2 percent).

**TELEPHONE LINES:** Above ground telephone distribution and service lines shall be prohibited except during emergencies or repairs.

**ELECTRIC LIGHT AND POWER LINES:** Above ground electric light and power distribution and services lines shall be prohibited except during emergencies and repairs.

**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 on 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.

**SIGHT DISTANCE AT INTERSECTIONS:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to



remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**SIGNS:** No signs of any kind shall be displayed to the public view on 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 signed used by the builder to advertise the property during the construction and sales period.

**GARBAGE AND REFUGE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept except in sanitary containers. Other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

**TERMS:** 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 said covenants shall be automatically renewed for a period of 10 years unless an agreement signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

**ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

**BUILDING DEVELOPMENT:** Construction on any vacant lot or lots must begin within one year from the date of purchase and be completed within a reasonable time thereafter.

Dated at Powers Lake, North Dakota, this 4<sup>th</sup> day of August, 2014

City of Powers Lake

John Albertson  
John Albertson, Mayor

Jennifer Titus  
Jennifer Titus, City Auditor

Subscribed and sworn to before me this 4 day of August, 2014

