

**NORMAN ACRES DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS, AND CHARGES**

THIS DECLARATION, made March 27, 2024, by Ordahl, LLC, 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 “Property.” To this end, the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the 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 Property or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Developer and Declarants declare that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, reservations, easements, liens, and charges (sometimes referred to as “covenants and restrictions”) set forth in this Declaration.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. "Declaration" shall mean the covenants, conditions, reservations, restrictions, and easements as set forth in this Declaration, as may from time to time be amended.
2. "Developer" shall mean and refer to Ordahl, LLC, a North Dakota limited liability company, whose post office address is 539 2nd Avenue South, Kindred, North Dakota 58051. The Developer and its successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped acreage of the Property, including but not limited to undeveloped residential Lots, for purpose of development.
3. "Lot" shall mean and refer to any plot of land shown upon any recorded plat or re-plat of the Property. If a Lot as shown on the Plat or a portion thereof is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
5. "Property" shall mean that real property described more specifically in Article II of this 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:

Lots One through Seven of Block 1 and Lots Nine through Twelve of Block 2, of Norman Acres to the City of Kindred, a part of the Southwest Quarter of Section 21, Township 137 North, Range 50 West, Cass County, North Dakota.

All of which real property shall hereinafter be called the "Property."

ARTICLE III

ARCHITECTURAL CONTROL

1. Norman Acres Architectural Review Committee: There is hereby established the Norman Acres Architectural Review Committee ("Review Committee") for the Property which shall be comprised of the Developer or the Developer's designees until the time the Developer decides to divest itself of responsibility for Architectural Control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners of Lots, who shall be elected by a majority of the Lot Owners. It shall be conclusively presumed that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record stating that said factual circumstance exists.
2. Architectural Control: The construction, placement or maintenance of buildings, drives, sidewalks, play equipment, other structure, or material of any kind of nature, and landscaping shall be subject to architectural control. No building, drive, sidewalk, play equipment or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made, nor shall any landscaping be performed until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to and approved in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Review Committee.
3. Procedure for Submission of Plans and Specifications: Two copies of plans will be submitted to the Review Committee. Approval or disapproval of those plans will be made in writing within fourteen calendar days after the receipt of those plans. Approval shall not be arbitrarily withheld or delayed. It being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a quality, restricted residential district, free from objectionable or value-destroying features and in conformity with the governing zoning codes, building codes and other applicable regulations then in force.
 - a. Construction plans submitted for approval shall include the following:
 - i. Two copies of construction drawings. The drawings should indicate dimensioned floor plans for all levels, elevations, construction materials and specifications, roofing material, exterior finishes, and colors.
 - ii. Two copies of a site plan. The site plan should indicate the foundation outline with projections and all setbacks clearly shown. The garage footprint and exterior steps or decks should be indicated. The main floor proposed grade, and the basement floor grade should be clearly shown.

The site plan should clearly indicate the finished landscape grade at each corner of the building as well as those adjacent to any unusual indentations within an elevation. The site plan should indicate sidewalk, walkway, driveway location, driveway dimensions, and setbacks.

- b. Pools and pool houses, gardens, play structures, gazebos, patios, covered patios and decks will not be allowed without the written approval of the Review Committee.
- c. Any and all solar energy devices must be approved by the Review Committee.

ARTICLE IV

BUILDING REQUIREMENTS

1. 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 existing structures and locations in the tract and does not violate any protective covenants.
 - a. Rambler type homes with a below ground basement shall have a minimum of 1,800 square feet on the above ground floor.
 - b. Slab on Grade type homes with no below ground basement shall have a minimum of 1,900 square feet.
 - c. Multi-level homes, including but not limited to, two story homes shall have a minimum total of 2,400 square feet above ground, not including the below ground floor.
 - d. Bi-level, split level, or similar type homes with a below ground foundation less than 8 feet in height are not permitted.
 - e. Dwellings, buildings, or structures constructed in another location shall not be moved on to any Lot.
 - f. No dwelling shall exceed two stories in height when viewed from the street.
 - g. All dwellings must have steel siding, brick, stone, stucco, or a combination of these.
 - h. All dwellings must be constructed on a concrete foundation.
 - i. Rambler or Slab on Grade type homes shall have a 6/12 roof pitch or steeper.
 - j. Multi-level homes, including but not limited to, two story homes shall have a 4/12 roof pitch or steeper.
 - k. Lots One through Seven of Block 1 must be setback 65' from the center of Norman Drive to the front of any part of the dwelling.

- l. Lots Nine through Twelve of Block 2 must be setback 60' from the center of Norman Drive to the front of any part of the dwelling.
- m. All dwellings must have three or more roof changes.
- n. All dwellings must have at least a three-stall attached garage.
- o. Accessory buildings, including but not limited to, storage and utility buildings, shops, sheds, and additional garage structures are not permitted.
- p. All other accessory buildings or structures are not permitted.

ARTICLE V

GENERAL COVENANTS AND RESTRICTIONS

This Property shall be subject to the following restrictions:

1. Land Use and Building Type: All Lots shall be used solely as residential Lots, and no additional structure shall be erected, altered, placed, or permitted on any residential building Lot other than one detached single-family dwelling. No building or structure intended or adapted to business purposes, lodging house, hospital, and sanitarium shall be erected, placed, permitted, or maintained on any such Lot or on any part of any Lot. All dwellings must be in compliance with all ordinances of the City of Kindred, must be in compliance with all required building permits and inspections as required by the City of Kindred, and must be approved by the Review Committee.
2. Building Location and Setbacks: No building shall be erected on any residential building plat unless side Lot clearances and front Lot line setbacks are in compliance with city zoning ordinances for SFR-1 zoning districts. Refer to Article IV for front Lot setbacks. Eaves and steps shall also be constructed in such a way to comply with such zoning ordinances and restrictions, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot.
3. Temporary Residences: No below ground foundation shall be constructed for residential purposes and no basement structure shall be used for residential purposes unless and until the entire superstructure has been erected thereon; nor shall any trailer, camper, mobile home, RV, tent, shack, garage, barn, or other outbuilding located or erected on the tract at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
4. Nuisances: No noxious offensive activity shall be carried on about any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance of the neighborhood.

5. Pets: No animals, livestock, or poultry shall be raised, bred, or kept on any Lot except for dogs, cats, or other household pets provided that they do not roam at large. Pets must be in compliance with all ordinances of the City of Kindred.
6. Fences: No above ground fences shall be constructed or installed on any Lot, except for Lots 10, 11, and 12 of Block 2. The fence for the allowed Lots will be black powder coated aluminum, must be installed in the rear yard and extend to the side and rear property lines of the Lot. Fence plans must be submitted to the Review Committee. Underground fences for pets shall be allowed on all Lots.
7. Clotheslines: No clotheslines are to be placed, erected, or added to any Lot.
8. Clear View at Intersections: No trees, shrubs or walls shall be permitted to block the view of vehicle traffic at intersections.
9. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the final recorded plat. Within these easements, no buildings, structures, 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 or rate of flow of drainage channels or which may obstruct or retard the flow of water through 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 or utility company is responsible. No utility shall be placed on the boundary line of the easement, as shown on the plat on record.
10. Overhead Lines: Temporary overhead distribution and service lines for telephone, internet, or electricity shall be allowed until permanent underground facilities are installed. Otherwise, overhead lines shall be prohibited except during emergencies and repairs.
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 2 square feet, one sign of not more than 5 square feet advertising the Property for sale, or signs used by a builder to advertise the Property during the construction and sales period. The Developer may erect, place, and maintain permanent or temporary signs within the Property.
12. Garbage and Refuse Disposal: No Lot shall be used or maintained as a dumping ground for rubbish. No wood piles shall be stored on any Lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All sanitary containers

- (and by extension all garbage, trash, or other waste) must be kept out of sight, except on garbage collection day. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
13. Landscaping: Within fifteen months after the completion of the construction of any dwelling on any Lot, the Lot must be landscaped with trees, shrubs, bushes, plants, flowers, grass, rock, or a combination of these. The lawn must be sodded, seeded, or hydro seeded of predominantly Kentucky Blue Grass.
 14. Antennae and Satellite Dish: There shall be no free-standing antennae. Any antennae attached to a dwelling must be out of sight from the front and side yards. No satellite dish more than thirty inches in diameter shall be attached to any dwelling on any Lot.
 15. Vehicles: No mobile homes, trailers, campers, or boats shall be left standing in any driveway or stored on any driveway or exterior portion of any Lot. No motor vehicle not in regular use shall be stored upon the driveway or any Lot, and in no instance shall any motor vehicle be left standing or stored on the non-driveway exterior portion of any Lot. The residential occupants in this development shall not regularly park any motor vehicle, mobile home, trailer, camper, or boat on the street and must comply with the ordinances of the City of Kindred.
 16. Mailboxes: All Owners shall be responsible for their own mailbox. Location and type to be approved by the Review Committee.
 17. Lot Subdivision or Use of More than One Lot: Except for Lots owned by the Developer, no Lots shall be subdivided except as approved by the Review Committee. All transfers of less than the entire Lot shall not be permitted. If more than one Lot is used for erection of a single primary structure the two or more Lots thus used shall be considered a single Lot for all purposes.
 18. Basketball Backboard and Hoops: No basketball backboards or hoops shall be attached to a dwelling structure on any Lot. A separate pole for installation of such equipment erected and maintained at the expense of the Lot Owner shall be allowed.
 19. Drainage: Drainage ways shall conform to the requirements of the City of Kindred and of all lawful public authorities, including the engineer or other appropriate authority of Cass County, North Dakota, having jurisdiction thereof.

20. Damage to Improvements: In the event a residence is damaged by fire, storm, or other cause, each Lot Owner, at their sole expense, shall repair the residence in a manner that returns it to its original or approved appearance and condition, unless otherwise permitted by the Review Committee.
21. Removal of Dirt: When excavating for structures, leveling of Lots, or doing any dirt work, no earth or soil shall be removed from the premises except with written consent of the Review Committee. Any fill brought in to the Lot must be approved by the Review Committee beforehand. It must be contaminant free, including but not limited to, garbage, chemicals, and night crawlers.
22. Driveways: All driveways, driveway entrances, or aprons on Lots within the Property must be concrete and extend from the residence to Norman Drive.
23. Exceptions or Variances: Any exception or variance to the provisions in these covenants may only be approved by the Review Committee. In order to receive an exception or variance, the Owner must refer to Article III in this Declaration.

ARTICLE VI

MAINTENANCE & GENERAL PROVISIONS

1. Lots: Each Owner of a Lot shall be responsible for the maintenance of the Lot, dwelling, landscaping, or other improvements situated thereon. All dwellings, landscaping and other improvements shall always be kept in good condition and repair. All grass, bushes, shrubs, trees, plants, and flowers on a Lot shall be irrigated, mowed, trimmed, and cut at regular intervals so as to be maintained in a neat and attractive manner. Grass, bushes, shrubs, trees, plants, and flowers which die must promptly be removed and replaced.
2. Enforcement: If any party shall violate or attempt to violate any of the covenants, conditions, restrictions, reservations, easements liens and charges contained in this Declaration, it shall be lawful for the Developer or any Owner to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate the Declaration and either prevent him/her or them from violating the Declaration and/or recover damage for such violation. Recovery may include the Developer placing a lien against any one or more Lots violating this Declaration and enforcing that lien the same as a mortgage may be enforced under North Dakota law.

3. Right to Enforce: Failure to enforce any of the covenants, conditions, restrictions, reservations, easements liens and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.
4. Severability: The invalidation of any one of these covenants, conditions, restrictions, reservations, easements liens and charges by Judgement or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.
5. Duration: The said restrictions and conditions shall be deemed and considered as covenants running with the land when conveyed or deeded and shall be binding on the heirs, executors, administrators, personal representatives, successors and assigns of any person to whom said land may have been conveyed until 30 years from the date these covenants are recorded, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to modify this Declaration in whole or in part.
6. Amendments: This Declaration may be amended by the Developer until it divests itself of the responsibility for Architectural Control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the Owners of not less than eighty (80%) percent of the Lots. Any instrument amending, modifying, or canceling this Declaration must be properly filed and recorded before it shall be effective.
7. Developer: Ordahl, LLC, and its successors and assigns is the Developer described herein. The Developer shall have the right to grant and convey all its rights to enforce these Covenants, Conditions, Restrictions, Reservations, Easements, Liens, and Charges to such Development or other entity as may be organized or established for such purpose at such time as the Developer, in its sole discretion, sees fit to grant. If this right is not granted, the rights of the Developer shall vest in Ordahl, LLC, as long as Brian Ordahl or Ordahl, LLC owns any of the following Property: Lots One through Seven of Block 1 and Lots Nine through Twelve of Block 2, of Norman Acres to the City of Kindred, Cass County, North Dakota.

Developer hereby consents to the foregoing restrictive covenants.

Dated this 27 day of March, 2024.

Ordahl, LLC Brian Ordahl President

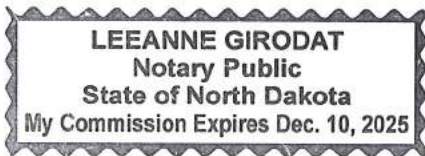
Ordahl, LLC
By: Brian Ordahl
Its: President

State of North Dakota)

) ss

County of Cass)

On this 27 day of March, 2024, before me, a notary public within and for said county, personally appeared Brian Ordahl to me known to be the President of Ordahl, LLC the limited liability company described in the foregoing instrument, and acknowledged to me that such company executed the same.



Leeanne Girodat

Notary Public
My Commission Expires: Dec. 10, 2025