



COPY

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS,  
RESERVATIONS, EASEMENTS

State of North Dakota

County of Cass

P.V.I. Development Company, Inc., a North Dakota Corporation, ("Declarant"),  
whose post office address is Box 25, Kindred, North Dakota 58051, hereby make this Declaration  
on this 12<sup>th</sup> day of May, 2006.

BACKGROUND

Declarant, P.V.I. Development Company, Inc., a North Dakota corporation, is the Owner of  
certain property in Fargo, County of Cass, State of North Dakota, which is more particularly  
described as:

All of Newport Ridge First Addition to the City of Kindred, situate in the County of  
Cass and State of North Dakota.

Declarant has caused the Plat of Newport Ridge First Addition to the City of Kindred to be  
recorded as document No. 1169834 [in Book V-1 of Plats at page 74 ] in the office of the  
County Recorder for Cass County, North Dakota, subdividing the above described real estate.

Declarant will convey the parcels of real estate comprising said addition subject to certain  
protective covenants, conditions, restrictions, reservations, easements, liens and charges as  
hereinafter set forth.

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## DECLARATION

Declarant hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations, easements, liens, and charges, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each owner thereof.

Declarant further declares that all property owners of Newport Ridge First Addition are subject to portions of Newport Ridge Addition being dedicated for use as a private taxiway so that certain property owners within this Addition may enjoy through-the-fence access to Hamry Field, Kindred, North Dakota. Declarant states that a private airport taxiway is contained within this development and/or community; and that the development lies near a municipal airport serving Kindred, North Dakota. Each property owner, when accepting a deed to any lot or area of Newport Ridge First Addition, as part of the consideration for the conveyance, waives all and any objections to aviation activities carried out on or connected with the private taxiway and/or municipal airport.

Declarant states that all subsequent lot owners' complaints of airpark, or airport activities, are to be handled through the local manager of the Kindred Davenport Regional Airport. Suspected flight violations should be reported to the Flight Standard District Office (FSDO). Complaints of any nature, including but not necessarily limited to the these restrictions, airport rates, fees and other charges, will not be recognized through the FAA Bismarck Airports District Office.



**ARTICLE I. DEFINITIONS**

Section 1.

"Properties" shall mean and refer to each and every parcel, and all portions thereof, of the real property herein before described and the additions thereto.

Section 2.

"Lot" shall mean and refer to any plot of land shown upon any recorded Plat of the properties. 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. "Lot" shall include any plot of land added to the properties pursuant to Article II.

Section 3.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as defined in Section 2 of this Article) which is a part of the Properties, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 4.

"Declarant" shall mean and refer to P.V.I. Development Company, Inc., a North Dakota corporation, and its successors and assigns, if any of its successors or assigns should acquire a majority of the undeveloped Lots for the purpose of development.

**ARTICLE II. ANNEXATION OF ADDITIONAL PROPERTY**

At any time within twenty (20) years from the date hereof, Declarant may, by instrument duly executed by it and recorded, add additional land to the properties.



### ARTICLE III. ARCHITECTURAL CONTROL

#### Section 1.

The Newport Ridge Architectural Review Committee for the properties shall initially be comprised of all corporate officers of PVI Development Company, Inc. Declarant, PVI Development Company, Inc., reserves the right to appoint, in its sole discretion, other persons to serve as the Newport Ridge Architectural Review Committee.

#### Section 2. Procedure for submission of plans and specifications.

Three copies of plans will be submitted to Declarant P.V.I. Development Company, Inc., at its address set forth above, or at 302 Wood Law Drive, Kindred, North Dakota.

Approval or disapproval of those plans will be made in writing within fourteen (14) 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.

#### Section 3. General Requirements.

The construction, placement or maintenance of buildings, fences, drives, sidewalks, walls, pools, play equipment, other structure or material of any kind or nature, and landscaping shall be subject to architectural control.

No building, fence, drive, sidewalk, wall 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, materials 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.

A. Plans submitted for approval shall include the following:

1. House plans, including:
  - a. floor plans;
  - b. building elevations;
  - c. construction materials and specifications.
  
2. Site plans, which indicate:
  - a. building land coverage and location which must also conform to the standards of the zoning ordinance of City of Kindred, North Dakota, and the height restrictions of municipal airport serving the City of Kindred;
  - b. location, size and surface type of all drives;
  - c. location and type of all exterior lights;
  - d. general site grading plan including existing and proposed contours;
  - e. landscaping plans.
  
3. Accessory structures, which include:
  - a. pools and pool houses;
  - b. storage and utility buildings;
  - c. gazebos;
  - d. additional garage structures;
  - e. airplane hangars.
  
4. Any and all solar heating devices, whether installed at the time of erection of a dwelling or thereafter, must be approved by the Review Committee pursuant to the procedures described here.

Section 4. General Standards.

- A. Lots 3 through 16, Block 1; Lots 18 through 28, Block 1; Lots 1 through 6, Block 2;



Lots 1 through 3, Block 3; all in Newport Ridge First Addition; shall be restricted to use compatible with the City of Kindred Ordinance No. 2005-05 related to zoning for Single Family Residential Airport District (SFRA-1), as may be amended from time to time by the City of Kindred. Only lots adjoining Lot 29, Block 1, of Newport Ridge First Addition shall be permitted to have a hangar.

Lot 29, Block 1, of Newport Ridge First Addition, shall be used as a airport taxiway and other uses associated and compatible with a taxiway.

Lot 1, Block 1; and Lot 4, Block 3, of Newport Ridge First Addition are a public drain.

Lots 2 and 17 of Block 1, of Newport Ridge First Addition shall be used for park purposes which use shall include walking paths, bicycle paths and vehicle parking.

B. All use and building construction in Newport Ridge First Addition shall protect and comply with Kindred Davenport Regional Airport Airspace Plan Part 77.

C. The following minimum square foot requirements for the above grade floor space, not including basements, open porches, or garages, or hangar apply:

1. Single-family detached residential uses shall have a minimum of 1,500 square feet of living space on the main floor.
2. Two-family detached residential uses shall have a minimum of 1,200 square feet of living space on the main floor for each residential unit.
3. All garages shall be attached so as to form a single building with the residential unit or units and each garage shall be a minimum of 816 square feet for a single family dwelling and 484 square feet per unit of a twinhome.
4. All hangars shall be attached to the residential unit and shall be a minimum of 2000 square feet.

D. Siding shall be of appropriate material for the house style. Bright and obtrusive



colors shall be prohibited.

E. The desired standard for roof pitch shall be a minimum of 6:12. Houses shall be no more than 2½ stories high nor shall they be more than 35 feet high. All heights of buildings must further comply with appropriate airport regulations and restrictions.

F. No building shall be moved onto any Lot, unless permission is granted by the Review Committee.

G. Homes of earth sheltered design shall not be permitted.

H. House construction must be completed within six (6) months from foundation being poured.

Section 5. Construction Phase Standards.

A. Siting the House

1. The Review Committee shall review the siting of the house on the Lot to ensure proper visual appeal, privacy between houses, elevation relative to the street, adjacent houses and ground forms, proper use of design, driveway and drainage. Such review and approval shall in no way represent any assurance as to engineering or architectural design propriety nor incur any liability on the part of the Review Committee as to proper function, design or safety.

B. Site Design

1. Driveways. Driveways and parking areas shall be constructed of concrete and/or asphalt unless otherwise approved by the Review Committee.
2. Walkways. Walkways and sidewalks shall be constructed of concrete or brick or other approved hard-surfaced material.
3. Mailboxes and plants or structures surrounding them shall be approved by the Review Committee. The Review Committee



may choose to standardize the mailboxes.

- 4. Fences. Any fence built on a Lot shall be constructed of well made materials, harmonious and consistent with the contour of the land and buildings located on the Lots, and shall be thereafter maintained in a neat appearing condition.
- 5. Lawns. All Lots shall be sodded and/or seeded of predominately Kentucky Blue Grass. If weather conditions do not permit, the Review Committee may grant a time extension.
- 6. Landscaping materials. All landscape materials used shall be hardy and appropriate to the area and use on the site.
- 7. Landscaping. The builder or owner shall cause to have installed in the front yard, landscaping plant material which shall have a value of approximately \$500.00 exclusive of sod and boulevard trees. This can include shade trees, ornamental trees and foundation planting. A plan for landscaping the front yard must be submitted prior to occupancy of the house and these minimum plantings must be completed within one (1) year of occupancy.

Any lot subject to the airport Part 77 airspace [7 to 1 height restriction] of Hamry Field shall only plant dwarf Amur Maple trees.

- 8. Clear view at intersections. No trees, shrubs, walls or fences will be permitted to block the view of vehicle traffic at intersections.

Section 6. Post Construction Phase Standards.

A. House and Structures. Additions to houses and structures, remodeling or reconstruction shall be subject to the same restrictions and conditions as the original house construction. Care shall be taken to assure that alterations of the building exterior are of the same style as the existing house. Materials used and consideration made by the Review Committee of the





plans shall be the same as for the Construction Phase Standards.

B. Exterior Maintenance. Each Lot and the buildings erected thereon shall at all times be maintained in a neat condition and appearance commensurate with the character of the subdivision.

**ARTICLE IV. USE RESTRICTIONS**

Section 1. Building Setback.

The building setback lines shall be as required by zoning requirements of the City of Kindred unless further restricted by easements shown on the recorded plat of Newport Ridge First Addition.

Section 2. Utilities.

All utilities shall be underground and no outside lines shall be placed overhead.

Section 3. Easements.

Utility easements are reserved and reservation made in, on, and through the Lots as shown on the recorded plat of Newport Ridge First Addition for the construction, placing, repair, and maintenance of all necessary underground and surface utilities, public or private, including the right to conduct drainage and to trim plants on and over the areas of the easement.

Section 4. Drainage Control.

All Lots shall be graded to the finished grade elevations as determined by the City of Kindred specifications. These elevations shall be maintained to assure proper drainage of each Lot.

Section 5. Dirt Removal.

No dirt or soil may be removed from any lot within Newport Ridge First Addition. When there occurs an excess of soil on a Lot as a result of excavation or grading, permission to remove



that soil will be given in writing and permission will direct the disposition of the soil.

Section 6. Oil and Mining Operations.

No oil drilling or oil development operations 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.

Section 7. Antennae.

There shall be no free-standing antennae and any antennae attached to a roof shall not be more than three (3) feet high above the highest point of the roof, unless otherwise approved by the Review Committee. The placement of the antennae must be in rear yards only and must be approved by the Review Committee.

Section 8. Satellite Dish.

Satellite dishes may be no larger than 39 inches in diameter and if attached to a roof shall not be more than three (3) feet high above the highest point on the roof, unless otherwise approved by the Review Committee. Placement of satellite dishes shall be in rear yards only and must be approved by the Review Committee.

Section 9. Lot Subdivision.

No Lot shall be subdivided into small Lots or areas other than as originally platted, except this restriction shall not prevent a Lot from being divided for the purpose of adding to it an adjacent Lot or portion thereof.

Section 10. Signs.

No signs of any kind shall be displayed to the public except one professional sign of not more than three (3) square feet and one sign of not more than six (6) square feet advertising the



property for sale. In addition, builders' signs may be displayed during the construction phase and permanent signs for the development may be erected at the entrances.

Section 11. Nuisances.

No obnoxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

Section 12. Animals.

No animals, livestock, poultry nor insects shall be raised, bred or kept on any Lot except for dogs, cats and other common household pets, provided they are not kept, bread or maintained for commercial purposes.

Section 13. Disposal of garbage and refuse.

No garbage, garbage cans, ashes, refuse, or trash receptacles shall be allowed on a Lot exposed to view (except for the day of pickup) and no outside incinerator shall be permitted. No burning of rubbish outside of a residence shall be permitted.

Section 14. Propane Tanks.

No combustible liquid or gas tanks, exposed to view, shall be allowed on the properties.

Section 15. Temporary Residences.

No trailer, mobile home, motor home, tent, shack, garage, barn, basement house or other building shall be used as a residence either temporarily or permanently nor shall any residence of a temporary character be permitted.



Section 16. Vehicles.

No recreational vehicles or motor homes shall be stored or parked on any Lot (unless enclosed in a garage) except while in transit or while loading or unloading on a Lot. All motor vehicles kept on or about a Lot shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted. A boat, snowmobile or motorcycle may be stored on the Lot during the season of its use, but it must be enclosed in the garage the rest of the year.

Section 17. Basement Dwellings.

No basement shall be used for residential purposes unless and until the entire super-structure has been erected, closed in, and finished. In any case, the building must be finished on the exterior within one (1) year after construction begins.

These covenants are subject to change as the Architectural Control Committee sees fit to deal with any situations not specifically defined herein.

**ARTICLE V. GENERAL PROVISIONS**

Section 1. Enforcement.

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages and the prevailing party shall be awarded reasonable attorney's fees and court costs in connection therewith.

Section 2. 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 shall 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.

Section 3. Severability.

Invalidation of any one of, or a portion of, the provisions of this Declaration by court judgment or order shall neither affect nor invalidate any other provisions, and the same shall remain in full force and effect.

Section 4. Term of Declaration.

The covenants, conditions, and restrictions of the Declaration shall run with the land and bind the same, and shall inure to the benefit of and be enforceable by the Owners, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years.

Section 5. Amending the Declaration

This Declaration of Covenants, Conditions, and Restrictions may be amended by Declarant, PVI Development, Inc., until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Declarant have 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 percent (80%) of the Lots. Any instrument amending, modifying or canceling this Declaration must be



properly filed and recorded before it shall be effective.

PVI Development, Inc.

Dean Merhiy

By: Dean Merhiy

Its: President

Mark Ottis

By: Mark Ottis

Its: Secretary

State of North Dakota

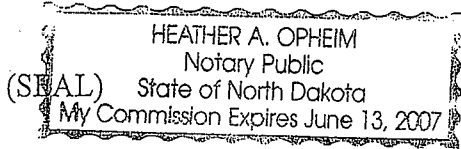
County of Cass

On this 12<sup>th</sup> day of May, 2006, before me, a notary public, within and for said county and state, personally appeared Dean Merhiy and Mark Ottis, to me known to be the President and Secretary, respectively, of the corporation that is described in the foregoing instrument, and they acknowledged that they executed the same on behalf of said corporation.

Heather A. Opheim  
\_\_\_\_\_, Notary Public

Cass County, North Dakota

My commission expires: \_\_\_\_\_



RECORDER'S OFFICE, CASS COUNTY, ND 05/15/2006 02:07PM  
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.  
DEANNA KENSBRUD, COUNTY RECORDER

by Teresa A. Kyrly, Dep 1170915

