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KIDDER COUNTY, Recorded: 8/21/2024 at 4:07 PM

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Fee: \$20.00

RECORDER'S OFFICE, KIDDER COUNTY, ND 8/21/2024 4:07 PM

I certify that this instrument was filed for record this date

BARBARA J. STEINKE, County Recorder

By *Geri Nichols, Deputy*

**RESTRICTIVE COVENANTS
LAKE ETTA ESTATES SECOND SUBDIVISION**

RTM Development, LLC, a North Dakota limited liability company ("Declarant") is the sole owner of the following parcels of real property ("Additional Property"), located in the County of Kidder, State of North Dakota, as follows:

Lake Etta Estates Second Subdivision, located in part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ and Tract 27-10 within the NE $\frac{1}{4}$, NW $\frac{1}{4}$, and SW $\frac{1}{4}$ of Section 27, Township 139 N, Range 72 W, including the following lots:

Lots 1 through 9, Block 1
Lots 1 through 7, Block 2

WHEREAS, the Restrictive Covenants, Lake Etta Estates, attached as Attachment 1, were declared and imposed against certain real property, located in the County of Kidder, State of North Dakota, described below, by a document, which was recorded in the Recorder's Office, Kidder County, North Dakota, as Document 166974 on April 16, 2024,

Lake Etta Estates, located in part of tract 27-10 of the NW $\frac{1}{4}$ Section 27, Township 139 N, Range 72 W, including the following lots:

Lots 1 through 12, Block 1

and,

WHEREAS, pursuant to Paragraph 5.3 of the Restrictive Covenants, Lake Etta Estates, which paragraph reads as follows,

5.3. The provisions of Paragraphs 5.1 and 5.2 notwithstanding, Declarant specifically reserves the right, at the option of the Declarant, to add property to the coverage of these Restrictive Covenants. Such expansion shall be evidenced by a document, declared by the Declarant and recorded in the office of the Kidder County

Recorder, which identifies such additional property and which references these Restrictive Covenants. The Declarant shall not be limited in the number of additional lots which the Declarant can add to the coverage of these Restrictive Covenants.

the Declarant reserved the right to add property to the coverage of the Restrictive Covenants, Lake Etta Estates, and

WHEREAS, by declaring the application of the Restrictive Covenants, Lake Etta Estates, to the Additional Property described herein, Declarant intends to preserve lot values by assuring harmony, consistency, and quality in improvements, appearance, and use of lots in Lake Etta Estates and the Additional Property in Lake Etta Estates Second Subdivision. Therefore, Declarant does hereby create, declare and establish, the following restrictive covenants upon the Additional Property, which restrictive covenants shall run with the land and shall remain in full force and effect upon all persons claiming under them from the date these restrictive covenants are recorded, unless amended or terminated as set forth herein, and

WHEREAS, these restrictive covenants are established for, and shall inure to the benefit of, the Declarant, and Declarant's assigns and successors in interest, as the present and future owners of Lake Etta Estates and the Additional Property in Lake Etta Estates Second Subdivision, and

WHEREAS, any violation, attempt to violate, or omission to perform any of the covenants as hereinafter set forth shall entitle, and it shall be lawful for, any person owning real property in Lake Etta Estates and the Additional Property in Lake Etta Estates Second Subdivision, to institute and prosecute proceedings at law or in equity for any failure to abide by, or to comply with, the covenants, and

THEREFORE, The Declarant does hereby declare and impose upon the Additional Property in Lake Etta Estate Second Sudivision, the restrictions and obligations set forth in the Restrictive Covenants, Lake Etta Estates, except to the extent that the application of said Restrictive Covenants is modified by the following terms.

1. MEMBERSHIP

1.1. The owners of the Additional Property in Lake Etta Second Subdivision shall be members of the Lake Etta Home Owners Association (herein Association) and, except as other set forth herein, shall be subject to the rights and obligations of members, including but not limited to the obligation to pay assessments; provided, it is acknowledged that, until the Declarant turns authority over to the Association, the Declarant, in addition other rights retained by the Declarant, shall have the authority to act as the Association for all purposes.

2. LOTS 1 through 8, BLOCK 1, LAKE ETTA SECOND SUBDIVISION.

2.1. These lots will be subject to the same restrictions as set forth in the Restrictive Covenants, Lake Etta Estates, except that shops shall also be allowed on these lots,

3. LOT 9, BLOCK 1, LAKE ETTA SECOND SUBDIVISION

3.1. The Declarant intends to construct six shops on Lot 9, Block 1. Although each shop building shall be a separate structure, the owners of the shops shall be responsible for an equal share of a One Hundred Dollar (\$100.00) annual assessment for Lot 9, Block 1, to the Association. Lot 9, Block 1, shall remain under the control of the Declarant until the Declaration

3.2. In addition to the annual assessment set forth in Paragraph 3.1 above, the Association shall separately manage and administer the maintenance of the Lot 9, Block 1, common area, which is defined to mean the areas beyond the exterior walls of the shop buildings. In that capacity, the Association shall arrange for the maintenance of the common area, for the payment of real property taxes upon Lot 9, Block 1, and for such other expenses related to the maintenance of Lot 9, Block 1, in such a manner as determined to be reasonable by the Association. In order to defray such maintenance expenses, the Association shall separately and equally assess the shop building owners for all such expenses. Initially, the shop owners shall each be assessed Fifty Dollars (\$50.00) per year; provided, the Association shall retain the right to increase the amount of the assessment, as needed, to cover the actual expenses.

3.3. The shop owners shall be individually responsible for all maintenance and repair to each shop owner's building, including but not limited to exterior and interior components of each building, utilities, and insurance. All buildings shall be maintained and repaired so that each building is kept in a clean and safe condition.

3.4. In addition to other restrictions and obligations in the Restrictive Covenants, Lake Etta Estates, the building owners shall also be subject to the following restrictions:

3.4.1. No personal property, including but not limited to vehicles, trailers, and equipment, shall be allowed to be stored outside of a building for more than 24 hours.

3.4.2. The area around each building shall kept clean and free of debris.

3.4.3. Nothing shall be stored or placed outside of a building in a manner which will impede or limit the ability to have obstacle-free ingress and egress to the shop buildings.

4. LOTS 1 through 4, BLOCK 2, LAKE ETTA SECOND SUBDIVISION

4.1. These lots will be subject to the same restrictions as set forth in the Restrictive Covenants, Lake Etta Estates.

5. LOT 5, BLOCK 2, LAKE ETTA SECOND SUBDIVISION.

5.1. This lot shall be owned by the Declarant, which reserves the right to sell Lot 5, Block 2, or, at the sole option of the Declarant, to transfer title to Lot 5, Block 2, to the Association.

5.2. The Declarant shall have the right to develop and improve Lot 5, Block 2, in such manner as the Declarant, in the sole discretion of the Declarant, determines to be appropriate, without the limitations on construction, maintenance, and use imposed by the Restrictive Covenants.

5.3. Any expenses of development, repair, and maintenance of improvements on Lot 5, Block 2, shall be paid through assessments levied by the Lake Etta Home Owners Association.

5.4. No Association assessments shall be imposed against Lot 5, Block 1.

6. LOTS 6 and 7, BLOCK 1, LAKE ETTA SECOND SUBDIVISION

6.1. Lots 6 and 7, Block 1, shall be owned by the Declarant, which reserves the right to sell the lots.

6.2. The Declarant shall have the right to develop and improve Lots 6 and 7, Block 2, in such manner as the Declarant, in the sole discretion of the Declarant, determines to be appropriate, without the limitations on construction, maintenance, and use imposed by the Restrictive Covenants.

6.3. Until otherwise declared by the Declarant, no Association assessments shall be imposed against Lots 6 and 7, Block 1. However, at such time as these lots become subject to assessments, the rate of assessment shall be three times (3X) the rate of assessment for Lots 1 through 9, Block 1, and Lots 1 through 4, Block 2.

7. CALCULATION OF TIME

7.1. For purposes of the calculation of time in Paragraph 2.1, 5.1, 5.2, and 6.1, the time applicable at the original recording of the Restrictive Covenants, Lake Etta Estates.

8. SEVERABILITY: Invalidation of any provision of these covenants by the action of a court of competent jurisdiction shall not in any manner affect the validity of any other provisions herein contained.

