

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

PRAIRIE SONG SUBDIVISION – LOTS 1 THROUGH 25

This Declaration is made this 30 day of July, 2025, by Prairie Song LLP, a North Dakota limited liability partnership, or its successors (hereinafter referred to as the "Declarant"), owner of the real property situated in Kidder County, North Dakota, as follows:

Prairie Song Subdivision, located in part of Government Lot 1 in Section 2, Part of Government Lots 3 and 4 in Section 11, Part of the Northwest Quarter of Section 12, all in Township 141 North, Range 72 West, including the following lots:

Lots 1 through 25

Declarant does hereby establish these covenants for the purpose of preserving the aesthetic integrity, property value, and peaceful enjoyment of the lots within Prairie Song Subdivision. They shall run with the land and be binding upon all present and future owners of any portion of said real property.

Section 1: General Use Restrictions

1.1 Residential Use

All lots shall be used exclusively for single-family residential purposes. No lot or dwelling, in whole or in part, shall be leased, subleased, or rented for any period, whether short or long-term. This prohibition shall not be subject to waiver or exception absent a duly recorded amendment to this Declaration. No commercial activity shall occur on any Lot, except for incidental home-based businesses that do not involve employee or customer traffic.

1.2 Building Limitations

Only one (1) single-family dwelling shall be permitted per lot, regardless of lot size. No more than one family unit shall occupy any dwelling. All exterior construction must be completed within eighteen (18) months of commencement.

One (1) detached accessory structure (such as a garage, shed, shop) may be constructed only after completion of the primary dwelling's exterior. Such accessory structure shall not exceed sixty percent (60%) of the ground floor footprint of the main residence and shall be compatible

in style, materials, and color with the primary dwelling.

1.3 Minimum Dwelling Size

All primary dwellings shall contain a minimum of one thousand (1000) square feet of enclosed, ground-level living space, exclusive of garages, porches, or carports. Primary dwellings less than twenty-eight (28) feet in width will require prior written approval.

1.4 Outdoor Storage and Parking

Only operable vehicles intended for transportation to and from the Subdivision may be parked outdoors temporarily, not to exceed seventy-two (72) hours. In addition, up to two (2) of the following items may be stored outdoors, provided they are Owned by the Lot Owner, in good working condition, placed on a designated gravel, concrete, or geopolymer pad within twenty (20) feet of a completed structure: Boat on trailer, Personal watercraft (PWC) on trailer, Cargo trailer 16 feet or less.

All other trailers, RVs, vehicles, or equipment stored long-term must be stored within an enclosed garage.

No lot shall be used for the storage of inoperable vehicles, junk, debris, excess equipment, or unsightly materials.

Without limiting the generality of the foregoing:

1. Inoperable Vehicles: No vehicle that is not currently registered, insured, and in running condition shall be parked or stored on any portion of a lot unless fully enclosed within a garage or other approved structure.
2. Junk and Debris: No accumulation of trash, rubbish, scrap materials, construction debris, discarded furniture, appliances, or similar items shall be permitted to remain visible from any other lot or roadway.
3. Equipment and Materials: No heavy machinery, commercial equipment, building materials, tools, or other supplies not in active use shall be stored on any lot unless stored out of public view and in a manner that does not detract from the appearance of the property.
4. Unsightly Conditions: All exterior areas must be free from conditions that may be considered unsightly, offensive, or detrimental to the visual harmony and property values of the development. This includes but is not limited to overgrown vegetation, poorly maintained structures, or visibly damaged fences or screens.

The Declarant may adopt further guidelines concerning acceptable storage upon reasonable notice to Lot Owners.

1.5 Temporary Camping

Permanent placement of tents, RVs, or campers is prohibited. Temporary recreational camping is permitted for no more than 14 days in any calendar month and no more than 30 days in any calendar year. Campers or RVs must not remain on-site when not in active use, unless they are within an enclosed garage. During active construction of the primary dwelling, for a period not exceeding 18 months (known as the Construction Period), up to two (2) RVs or campers may be present on the lot. Outside of this Construction Period, a maximum of two (2) tents or RVs may be used for recreational purposes or guest lodging, subject to the monthly and yearly limits.

Lot Owners are responsible for ensuring compliance with this provision. Declarant reserves the right to issue written notice requiring removal of non-compliant camping equipment or units.

1.6 Fireworks

Fireworks may only be used from July 1st through July 7th each year. Any fireworks must be discharged at a minimum distance of one-hundred fifty (150) feet from any structure and be discharged in a manner that minimizes the possibility of contact with any structure.

1.7 Subdivision of Lots

Lots may not be subdivided without prior written consent of the Declarant.

1.8 Signage

Only the following signs are permitted without prior written consent:

Address numbers not exceeding six (6) inches in height.

One (1) real estate "for sale" sign, not exceeding six (6) square feet and not illuminated.

Security signs

Temporary contractor signs (e.g., roofing, construction, landscaping) are permitted during active work periods and must be removed within 10 days of project completion.

1.9 Roadside Parking

Each Lot Owner shall provide off-road parking for vehicles. Parking on the road, cul-de-sac, or turnarounds is prohibited.

1.10 Waste Disposal

Each Lot Owner is responsible for proper trash disposal. Dumping, burning, or burying of waste is strictly prohibited. No waste or refuse shall be deposited into the lake. Trash must be removed and disposed of off-site.

1.11 Nuisances

No activity, use, or structure shall be permitted that causes excessive noise, fumes, odors, debris, or constitutes a visual or environmental nuisance.

1.12 Lot Improvements

Lots are sold as is. All further utility and site improvements—including septic, water, electricity, and internet—are the responsibility of the Lot Owner.

1.13 Trespassing Prohibited

Lot Owners and their guests, tenants, contractors, or invitees shall not enter, access, or make use of any property adjoining their lot or the Subdivision without the express permission of the adjoining property owner. Use of adjacent land for recreational access, walking, driving, parking, water access, or any other purpose is strictly prohibited unless granted by written agreement with the adjacent landowner. Repeated or willful trespass may be considered a violation subject to enforcement action under this Declaration. Nothing herein shall be construed to grant any Lot Owner riparian, access, or use rights over land or shoreline not included within their lot boundaries.

Section 2: Architectural Standards

2.1 Architectural Review

PLAN APPROVAL - ARCHITECTURAL REVIEW

To preserve the residential and recreational character of Prairie Song Subdivision and to maintain quality design standards, no building, fence, or other structure shall be erected,

placed, or altered on any Lot without prior written approval of the building plans, specifications, and a plat plan showing proposed placement by the Declarant. Declarant retains this role unless/until it is delegated.

The review shall include, but not be limited to, architectural design, placement on the Lot, setbacks, height, exterior materials, colors, and overall harmony with surrounding structures and landscape. The Declarant reserves the right to withhold approval based on cumulative visual impact or inconsistency with surrounding properties, even if technically compliant with other provisions. Submissions must include a complete set of plans, elevations, material and color samples, and a site plan indicating placement on the Lot.

Homes and outbuildings must be constructed on proper footings and foundations. Exterior materials must be durable and consistent with residential construction standards. Acceptable finishes include wood, brick, stucco, stone, or metal or vinyl that mimics wood siding, e.g. board and batten or lap siding. Corrugated or ribbed metal materials typically associated with agricultural or industrial buildings, are prohibited unless used in a decorative capacity as part of a refined design. Bright colors which will clash with natural color schemes are prohibited. Modular or Factory-built homes are permitted only if they meet all dimensional, aesthetic, and architectural standards set forth herein and are indistinguishable from site-built homes in exterior appearance.

All septic system designs must be approved in writing by the appropriate health or environmental authority before any construction may begin.

The Declarant shall issue a written decision within forty-five (45) calendar days after confirmed receipt of a complete application. If no written decision is provided within this period, and the applicant has verified receipt in writing, approval shall be deemed granted, provided that the proposed plans comply with all applicable provisions of this Declaration.

Any construction or alteration commenced without such approval shall be deemed a violation of this Declaration and may be subject to enforcement action, including removal of non-compliant structures, fines, and/or injunctive relief.

The Declarant does not warrant structural soundness, code compliance, or make any other guarantee by approving a plan.

The Declarant shall have sole authority to approve or deny applications until and unless such authority is transferred by a recorded instrument, or an Architectural Review Committee is formed.

2.2 Building Standards

Mobile, or trailer homes are prohibited.

Shacks, huts, yurts, streetcars, railroad cars, grain bin conversions, quonsets, and similar nonresidential structures are prohibited.

Living quarters within shops or garages, whether attached or detached, are not permitted.

2.3 Height Restrictions

Maximum side wall height for attached garages: Fourteen (14) feet (measured from finished grade to top wall plate).

Maximum overall height of dwellings: Two (2) stories, not to exceed thirty-five (35) feet from finished grade to roof peak.

Maximum side wall height for detached outbuildings: Sixteen (16) feet.

2.4 Construction Requirements

Construction must be completed on any building within eighteen (18) months of commencement. Sites must be maintained in a neat, orderly condition during construction. All construction debris and materials must be removed within sixty (60) days of project completion.

Section 3: Environmental and Setback Regulations

Building Setbacks:

One hundred (100) feet from the lake's ordinary high-water mark

One hundred (100) feet from the road centerline

Ten (10) feet from shared side property lines

Trees and shrubs must also be set back sufficiently so that no part of their trunks/branches/canopy grows within one hundred (100) feet of the centerline of the road to reduce snow drifting. Lot Owners shall be responsible for maintaining compliance.

Landscaping:

Native vegetation is encouraged. Use of herbicides, fertilizers, and pesticides is discouraged within fifty (50) feet of the lake and may be further regulated by the Declarant or applicable agency.

Limitations on Energy Devices and Antennas:

Wind turbines, windmills, or similar energy-generating structures are prohibited.

Poles or masts exceeding two (2) feet in height intended for radio, television, or other electronic communication purposes are not permitted.

Section 4: Road Use and Easements**Private Road Use:**

Roadside parking is prohibited at all times.

Access limited to Lot Owners, guests, and service providers.

Lot Owners shall be responsible for ensuring that their guests and service providers comply with these restrictions.

Public and commercial through-traffic is prohibited, except for delivery, maintenance, utility, and emergency service vehicles or if expressly authorized in writing by the Declarant.

Use of the road for operation of ATVs, dirt bikes, or similar vehicles is limited to *idle-only use* for ingress and egress only.

Each Lot Owner shall grant such drainage and utility easements as may be reasonably necessary. No structure, improvement, or landscaping shall encroach upon or obstruct any such easement. Lot Owners shall not alter, block, or interfere with any existing natural or constructed drainage patterns. Any modification to drainage features or stormwater management systems—whether located within or outside of designated easements—shall not result in runoff or water displacement that adversely impacts roads, adjacent lots, or common areas. The Declarant, or its designated representative, may require the Lot Owner to promptly correct or mitigate any such adverse impacts at the Lot Owner's sole expense.

Section 5: Waterfront Regulations

Docks and Lifts:

Subject to all applicable county, state, and federal regulations, each Lot Owner may install:

One (1) dock, up to twelve (12) feet in width and extending not more than fifty (50) feet over the surface of the water

Up to two (2) boat lifts

Up to two (2) single PWC lifts or one (1) double PWC lift

All installations must be a minimum of ten (10) feet from neighboring property lines unless placed with written mutual agreement by neighbors, such as in the case of a shared dock.

Water Use:

Use of lake water for irrigation is prohibited.

No electrical wiring or shore power installations are permitted within twenty (20) feet of the waterline.

Section 6: Utilities and Septic Systems

Utility Compliance

All potable water and wastewater systems shall meet or exceed applicable public health and environmental regulations.

Septic and well systems require approval by the Health Department or other appropriate authority. Greywater discharge, including subsurface or surface irrigation reuse, is prohibited. Portable toilets are allowable only during the Construction Period.

Setback Requirements:

All Septic system components must be:

At least ten (10) feet from side property lines

At least ten (10) feet from utility easements

At least one hundred (100) feet from the lake's high-water mark

Section 7: Animals

Pets:

Up to three (3) commonly accepted domestic pets such as dogs, cats, or other household pets are permitted per lot. Pets must be confined to the owner's property. Outdoor kennels or dog runs are not permitted. Nuisance barking (defined as continuous barking exceeding ten (10) minutes more than twice in a 24-hour period) and aggressive animals are prohibited.

Livestock:

Livestock, poultry, exotic animals, recreational or pet horses, goats, pigs, sheep, and other similar animals are prohibited.

Section 8: Enforcement, Duration, and Modification

Duration:

These covenants shall remain in effect for thirty (30) years and automatically renew for successive ten (10) year periods unless amended.

Enforcement:

Any Lot Owner or the Declarant shall have the right to enforce these covenants by appropriate legal proceedings, including but not limited to injunctive relief, damages, or specific performance. Prior to initiating legal action, the parties are required to pursue mediation in good

faith.

All notices required under this Declaration shall be in writing and delivered via certified mail or email with receipt confirmation.

If a Lot Owner is found to be in violation of any provision of these covenants, all actual costs incurred in correcting or addressing the violation—including but not limited to legal fees, court costs, investigative expenses, and costs of remediation—shall be the sole responsibility of the offending Lot Owner. Such costs shall constitute a personal obligation of the violating Lot Owner and may be enforced as a lien against the Lot upon failure to pay within thirty (30) days of written notice. Such lien may be enforced through foreclosure or other legal means consistent with North Dakota law. This lien shall be subordinate to any first mortgage lien of record.

Modification:

Amendments require the written consent of at least two-thirds (2/3) of all Lot Owners. Each lot is entitled to one (1) vote, regardless of the number of owners.

Section 9: Declarant Rights

The Declarant reserves the right to develop adjacent land and to extend Prairie Song Road, its

maintenance agreement, and these covenants to additional future lots. Declarant's rights shall

run with the land unless and until divested or transferred by an instrument recorded in the Kidder County Recorder's office. Future lots will be subject to these covenants unless excluded.

PRIVATE ROAD MAINTENANCE AGREEMENT (PRMA)

Prairie Song Subdivision – Kidder County, North Dakota

This Agreement governs the maintenance of the private road system serving the Prairie Song Subdivision and is binding upon all current and future Lot Owners.

1. Ownership and Access

- 1.1 All Lot Owners shall have equal, non-exclusive rights to use Prairie Song Road and any designated spurs or extensions.
- 1.2 Prairie Song Road is a private road not maintained by any governmental entity, unless and until a governmental entity chooses to adopt it.
- 1.3 All maintenance, improvements, and use of the aforementioned roads are subject to this Agreement.

2. Road Maintenance Responsibilities

- 2.1 Routine maintenance includes grading, gravel replenishment, drainage maintenance, brush clearing, and culvert upkeep.
- 2.2 Emergency or significant repairs (e.g., washouts, failed culverts) shall be coordinated by the Road Manager and funded per Section 3.
- 2.3 **Winter Access:** Snow removal is not guaranteed. Each Lot Owner is responsible for their own winter access. Cooperative efforts among owners are encouraged. No snow removal activities shall obstruct access to any other lot. Lot Owners assume all risk associated with winter inaccessibility and agree not to hold the Declarant or Road Manager liable for any delays or lack of access.

3. Cost Sharing and Assessments

3.1 Initial Phase:

Until ten (10) lots have been sold, each sold lot shall pay an annual flat fee of **\$250**, due by **May 1st** of each year. This fee may be adjusted every five (5) years based on the **Consumer Price Index (CPI)** or by a **majority vote of the Lot Owners**.

Late payments shall incur a **late fee of either \$25 or 5% of the overdue amount, compounded annually as of May 1st**, whichever is greater.

3.2 Post-Initial Phase:

Once ten (10) or more lots have been sold, all future road maintenance costs shall be shared **equally among all sold lots**, based on actual documented costs.

3.3 Unsold Lots:

Unsold lots shall be **exempt from assessments** until the lot is sold and ownership transferred to a private party.

3.4 Combined Lots:

If two (2) or more lots are developed into a single dwelling site, they shall be assessed as **one (1) lot** for maintenance purposes, **subject to approval** by the **Declarant or Road Manager**.

3.5 Damage Responsibility:

Lot Owners shall be financially responsible for any damage to the road caused by themselves, their contractors, guests, or invitees. The cost of such repairs shall be billed **directly to the responsible Lot Owner**, and such charges shall be enforceable in the same manner as other assessments.

4. Administration and Decision-Making

4.1 Until ten (10) lots are sold, the Declarant shall manage maintenance decisions and funds.

4.2 Once ten (10) lots are sold, Lot Owners shall elect by simple majority a **Road Manager** and optional **Treasurer** to coordinate maintenance and manage funds.

4.3 Votes may be cast in person, by proxy, or through verifiable electronic means.

4.4 The Road Manager or Treasurer shall maintain transparent records of income, expenditures, and votes, and shall provide copies to any Lot Owner upon written request.

4.5 Major expenses (exceeding \$2,000) which are not part of routine maintenance per section 9 shall require majority approval from Lot Owners, unless emergency conditions warrant immediate action.

5. Reserve Fund (Optional)

5.1 Upon approval by two-thirds (2/3) of Lot Owners, an annual reserve fund contribution may be established to cover anticipated future repairs or upgrades.

5.2 Reserve funds, if any, shall be held in a separate account not commingled with any other funds and shall be used exclusively for road maintenance or emergency repairs.

6. Road Extensions and Future Lots

6.1 Any future lots subdivided and connected to Prairie Song Road, including through spurs or easements, shall automatically be subject to this Agreement and share equally in maintenance costs.

6.2 The Declarant reserves the right to realign roadways or easements, provided no Lot Owner is materially deprived of access.

7. Use and Safety

7.1 The speed limit on 25th St SE is **25 mph** and on Prairie Song Road is **20 mph**, regardless of whether posted.

7.2 Owners and guests must avoid causing ruts, damage, or obstructions, to the extent reasonably possible, especially during wet or thaw conditions.

8. Enforcement and Liens

If any assessment remains unpaid for more than thirty (30) days after written notice, the Declarant or Road Manager may record a lien against the lot in question in the Kidder County Recorder's office. The lien shall include all costs, legal fees, and late fees/charges.

9. Initial Road Maintenance Guidelines

To maintain safe and reliable access to lots, the following initial maintenance standards shall

apply, beginning in 2026. These may be modified by majority vote of Lot Owners after the tenth (10th) lot is sold:

1. Gravel Replenishment

A target of approximately **120 tons of crusher-run gravel**, suitable for rural road use, shall be applied to Prairie Song Rd and/or adjacent roads **every two (2) years**, beginning in **2026**. Gravel amounts and placement may be adjusted based on road condition, weather events, or other relevant factors, as determined by the Road Manager.

2. Road Blading

The gravel surface shall be mechanically graded or bladed **twice per year**, preferably once in **spring** (after thaw) and once in **fall** (before freeze-up), or as the Road Manager otherwise deems appropriate based on road conditions.

3. Ditch and Shoulder Maintenance

Roadside ditches and shoulders shall be cleared or mowed to a width of **at least 4 feet from the road edge**, a **minimum of twice annually** to maintain clearance and visibility.

4. Use of Volunteer Labor

Volunteer efforts from Lot Owners are encouraged and preferred when practical. All volunteer work must be coordinated with the Road Manager and meet agreed-upon maintenance standards.

Lot Owners agree to hold harmless and indemnify any volunteer Lot Owner or the Road Manager for maintenance-related activities, provided such persons act in good faith and without gross negligence or willful misconduct. The Road Manager and Declarant make no warranties as to the continuous drivability or condition of the road and shall not be liable for damage, delay, or inconvenience caused by weather or conditions beyond reasonable control.

5. Contracted Services

If volunteer efforts are unavailable or insufficient, or if a majority of Lot Owners vote to discontinue volunteer services, the Road Manager shall attempt to obtain **at least two (2) bids** for any paid maintenance services exceeding \$1,000. Selection of a contractor shall be based on cost, availability, and quality, with the goal of minimizing expenses while maintaining road standards.

- **Emergency Repairs:** The Road Manager may authorize emergency grading, culvert clearing, or gravel placement as needed to ensure passability and safety. Such costs shall be reported to Lot Owners within 14 days.
- **Maintenance Log:** All maintenance activities shall be logged with date, service performed, provider (volunteer or contractor), and cost.

10. Dispute Resolution

Disputes shall be resolved first by negotiation, then mediation, and if necessary, by binding arbitration under North Dakota law. By accepting title to a lot, each Owner expressly agrees to the binding arbitration provision herein.

11. Term and Amendment

11.1 This Agreement shall remain in effect for thirty (30) years and automatically renew in ten (10) year increments.

11.2 Amendments require the written approval of two-thirds (2/3) of Lot Owners, and must be recorded to take effect.

11.3 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF Prairie Song LLP has signed this 30 day of July, 20

By 
Adam Jangula, Managing Partner

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KIDDER COUNTY, Recorded: 7/31/2025 at 9:30 AM

Return To: PRAIRIE SONG, LLP
7600 RIDGELAND DR

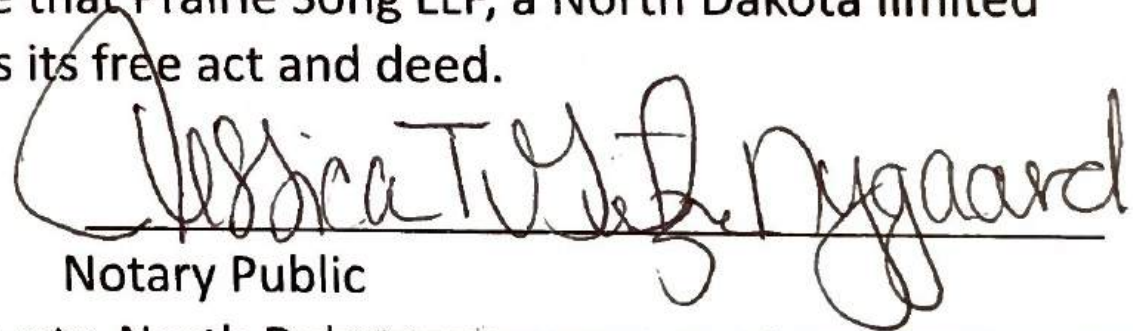
BISMARCK, ND 58503

STATE OF NORTH DAKOTA)

) SS

COUNTY OF BURLEIGH)

On this 30th day of July, 2025, before me, a notary public within and for said County and State, personally appeared Adam Jangula, known to me to be the Managing Partner of Prairie Song LLP, a North Dakota limited liability partnership, and who executed the above and foregoing instrument on behalf of said limited liability partnership and who acknowledged to me that Prairie Song LLP, a North Dakota limited liability partnership, executed the same as its free act and deed.



Notary Public

Burleigh County, North Dakota

Jessica T Gietzen Nygaard

Notary Public

State of North Dakota

My Commission Expires December 15, 2027



168043

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KIDDER COUNTY, Recorded: 7/31/2025 at 9:30 AM
Return To: PRAIRIE SONG, LLP
7600 RIDGELAND DR

BISMARCK, ND 58503

168043

Fee: \$65.00

RECORDER'S OFFICE, KIDDER COUNTY, ND 7/31/2025 9:30 AM
I certify that this instrument was filed for record this date

BARBARA J. STEINKE, County Recorder

By *Leri Cichale, Deputy*