

47-2-6005-1

MC LEAN COUNTY PERMIT APPLICATION

149-80

Horseshoe Valley

CONDITIONAL USE ☒ ZONING CHANGE ☐ SUBDIVISION PLAT ☐ TEMP. USE ☐Name of applicant: Hasco, LLC - (Tedd & Traci Haskins)Mailing address: 2480 13th Ave NW, Reno, ND 58778

Telephone Number _____ (ofc) _____ (res)

Property is located in the _____ (Quarter), Section 2, Township 149,Range 80, or more specifically identified as: 100 x 84.14 in Lot 4Purpose of requested change: from ag to residential
subdivisionDescribe proposed construction: residential garages or
homesPresent land use: agProposed land use: residential

Additional items required to be attached:

- ☐ Map of area
- ☐ Boundary line survey of site
- ☐ Preliminary map showing location of structures.
- ☐ Timing schedule indicating the starting and completion dates.
- ☐ Written approval of highway authority for new access roads.
- ☐ Permit application fee in the amount of \$ 250

(MAKE CHECK PAYABLE TO McLEAN COUNTY TREASURER)

HEIDRICH'S 2ND ADDITION TO McLEAN COUNTY, NORTH DAKOTA

BEING A PORTION OF QUIT CLAIM DEED, McLEAN CO. DOC. #3401969,
LYING IN GOV'T LOTS 3 AND 4
SECTION 2, TOWNSHIP 149 N, RANGE 80 W,
TO McLEAN COUNTY, NORTH DAKOTA

DESCRIPTION

Know all men by these presents that Darwin F. Langseth & W. Stacy Bray, being Owners and Proprietors, of Quit Claim Deed, McLean Co. Doc. # 3401969, lying in Gov't Lots 3 and 4, Section 2, Township 149 N, Range 80 W, of the 5th Principal Meridian, to McLean County, North Dakota, being here particularly described as follows:

Beginning at the Southwest Corner, of Lot 31, of Heidrich's Addition, a Plat being on file at the McLean County Recorder's Office; Thence S 87°25'45" E, on the South Line, of said Lot 31, a distance of 83.90 FT, to the Southwest Corner, of said Lot 31; Thence S 72°10'00" W, on the West Line, of Paradise Retreat, a Plat being on file at the McLean County Recorder's Office, a distance of 206.22 FT, to the Southwest Corner, of Lot 30, of said Paradise Retreat; Thence N 87°36'34" W, a distance of 89.00 FT; Thence N 87°25'55" W, a distance of 100.96 FT, to the Point of Beginning.

Said described tract, of land contains 0.21 Acres more or less. Have caused the same to be surveyed and plotted as shown hereon, to be known as Heidrich's 2nd Addition, to McLean County, North Dakota, the owners hereunto affixed their signatures.

Darwin F. Langseth

W. Stacy Bray

STATE OF NORTH DAKOTA, COUNTY OF _____

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Darwin F. Langseth, well known to be the person described in the foregoing description and acknowledged to me that _____ executed the same on _____ own free act and deed.

My commission expires _____

Notary Public, State of North Dakota

STATE OF NORTH DAKOTA, COUNTY OF _____

On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared W. Stacy Bray, well known to be the person described in the foregoing description and acknowledged to me that _____ executed the same on _____ own free act and deed.

My commission expires _____

Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE

I, Thomas R. Leshkevich, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my knowledge and belief.

Thomas R. Leshkevich P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF _____

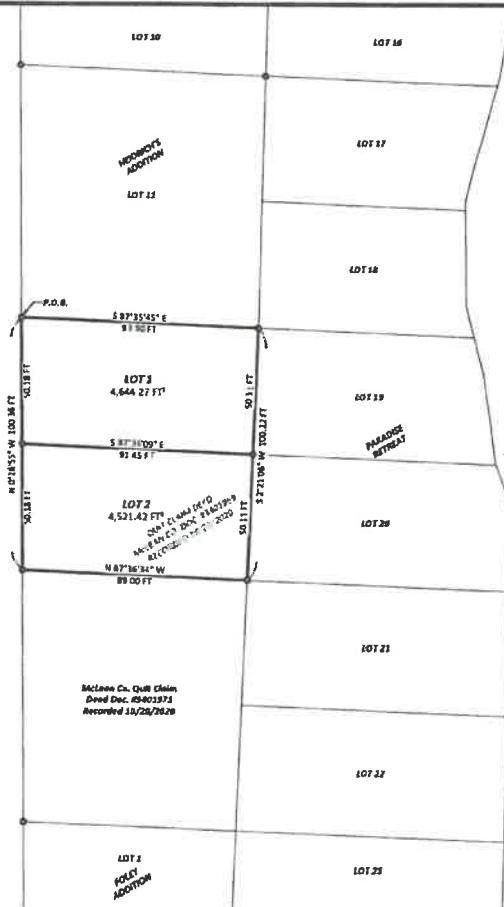
On this ____ Day of _____, 2024, before me, a Notary Public in and for said State, Appeared Thomas R. Leshkevich, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

My commission expires _____

Notary Public, State of North Dakota

OUTLOT

STRANDBURY LAKE



- Denotes Property Corner Set 18" HS Rebar w/ RLS Cap #6134
- Denotes Property Corner Found



NOTES

- Plat is subject to all prior Assessments of Record.
- Bearings and Distances may vary from previous plats due to different methods of measurement.



310 East 10th Street - PO Box 287 - Bismarck, ND 58108
110 20th Avenue Southwest - Minnetonka, ND 58051
210 Broadway Drive - PO Box 1375 - Bismarck, ND 58102



HORSESHOE VALLEY PLAT

R-80-W



ROAD DISTRICT 9 TWP.

1. Nelson, Clyde etux 11

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MC LEAN COUNTY PERMIT APPLICATION

37-13-4650
148-86

CONDITIONAL USE ☐ ZONING CHANGE ☐ SUBDIVISION PLAT ☒ TEMP. USE ☐

Name of applicant: Gerald Traub DBA Lake View Properties LLC

Mailing address: 3104 17th St NW
Coleharbor ND 58531

Telephone Number 701-720-4387 (ofc) _____ (res)

Property is located in the N42SEY4 (Quarter), Section 13, Township 148,

Range 84, or more specifically identified as:

Purpose of requested change:

Describe proposed construction: Construct Roads for a
36 lot Subdivision starting in Fall
2025 and completed August 2026

Present land use: Agriculture

Proposed land use: Subdivision 36 lots

Additional items required to be attached:

- ☒ Map of area
- ☒ Boundary line survey of site > attached
- ☒ Preliminary map showing location of structures. NO structures
- ☒ Timing schedule indicating the starting and completion dates. as above
- ☒ Written approval of highway authority for new access roads. Verbal Jim Gray
- ☒ Permit application fee in the amount of \$ 1800⁰⁰

(MAKE CHECK PAYABLE TO McLEAN COUNTY TREASURER)

LOCATED IN THE N1/2SE1/4 OF SECTION 13, T148N, R94W,
OF THE 5TH PRINCIPAL MERIDIAN, MCLEAN COUNTY, NORTH DAKOTA.

[illegible]

STATE OF NORTH CAROLINA

COUNTY OF _____

1 185

ON this _____ day of _____, 2005, I, _____, being of legal age and of sound mind, hereby certify that the undersigned, _____, is a resident of the State of North Carolina, personally appeared, was duly sworn, and declared the foregoing to be true and correct. I, _____, being of legal age and of sound mind, hereby certify that I am not related to the undersigned.

NOTARY PUBLIC FOR THE STATE OF NORTH CAROLINA

PRELIMINARY

[illegible]

PROTECTIVE COVENANTS
For
Centennial Subdivision, Lots 1 thru 36

This declaration of Protective Covenants, made this ____ day of _____, 2025 by Lake View Properties, LLC, hereinafter referred to as “Developer,” and owner of that certain property situated in the county of McLean, State of North Dakota and more particularly described as:

WHEREAS, “Developer is expecting to sell residential lots within said property to individual homeowners and desirous to subject the land and purchasers thereof to certain restrictions, conditions and covenants for the benefit of said entire subdivision and for the purpose of maintaining the value and atmosphere desired for the subdivision;

NOW, THEREFORE, Developer hereby declares that all of the land described above is held, and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following Protective Covenants, all of which are declared and agreed to be in the furtherance of a plan for improvement and sale of said land and lots and every part thereof. All such Protective Covenants shall run with the land and inure to the benefit of and be binding upon the Developer and all heirs, successors, assigns, and all other parties having or occupying any right, title or interest in the described land or any part thereof, and on all of their heirs, successors, and assigns.

1. **CENTENNIAL SUBDIVISION PROPERTY OWNERS ASSOCIATION:** Each owner of a lot in Centennial Subdivision shall, by virtue of accepting a deed, contract, or other title transfer document for any such lot covered by these Protective Covenants, agrees to and shall be a member of and shall be subject to the Bylaws of the Centennial Subdivision Property Owners Association. The Centennial Subdivision Property Owners Association shall be charged with the responsibility of enforcing compliance with all provisions of these Protective Covenants, or if there should be no Association, then jointly and severally by the other property owners in Centennial Subdivision. Any changes or modifications to these covenants shall be made by a meeting of the lot holders at a special meeting and all changes must be approved by 75% of lot holders.
2. **ASSESSMENTS:** Any owner of a lot in Centennial Subdivision, such lot owners’ heirs, executors and assigns, covenants and agrees to pay annually to the Centennial Subdivision Property Owners Association such lot owner’s pro rata share of the cost to maintain roads, streets, lighting systems, green areas, and all other areas and obligations as provided for, and pursuant to, the Bylaws for Centennial Subdivision Property Owners Association.
3. **BUILDING LOCATION:** All buildings or any part thereof, including garages and porches, shall be erected on lots within the Centennial Subdivision in

compliance with any and all McLean County and State of North Dakota Setback requirements and all other governing provisions.

1. Setbacks shall be a minimum of 75 feet from the front lot line, a minimum of 30 feet from the rear lot line, and a minimum of 20 feet from any side lot line. These may be changed or amended by McLean County by way of zoning ordinances.
 2. All approaches to the lot must be a minimum of 30 feet wide. If a culvert is necessary it must be a 15 inch diameter steel culvert with apron on both sides. Approaches are to have a four to one slope and are to match existing roads in height. All approaches to be approved by the directors.
 3. Only single family dwellings shall be allowed. No short-term residential or vacation home rental shall be allowed.
 4. Out buildings may not contain living quarters
 5. Any structure must be set back at least 100 feet from the vegetation line of any slough on a lot.
 6. All lots will be required to take Garrison rural water as already negotiated, regardless if they choose to hook up and utilize the service.
 7. All structures must be a minimum of 125 feet from rural road (township/county road), including trees.
 8. Lots cannot be subdivided.
 9. Road maintenance shall be the responsibility of the subdivision.
 10. No variances by McLean County shall be allowed.
4. **DWELLING QUALITY AND SIZE:** No building shall be erected, altered, placed or permitted on any lot unless the design, location, materials, workmanship, and size is in harmony with the existing structures and locations in the tract as determined by the Directors of the Association, and does not violate any Protective Covenant. All building permits must be approved by the Directors of the Association. Approval of any structure or improvement falling under Sections 4 must be in writing and signed by the Directors prior to submission to the County for approval and issuance of a building permit.

Dwellings may be constructed as a Combination Structure containing living quarters, storage, and shop areas. These structures are often referred to as "shouses".

The main floor of any dwelling or combination structure containing living quarters must be at least 1000 square feet according to the outside measurement.

Any dwelling other than a combination structure must be placed on a permanent concrete foundation or basement. Modular homes are allowed and can be placed on piers according to the North Dakota Manufactured Housing Association. Combination structures may be a pole building, and unless otherwise provided herein, all dwellings, combination structures, and all other buildings shall be of

new construction or a new pre-built home. However, a dwelling shall not be a trailer home; as such a trailer home shall be determined at the sole discretion of the Directors of the Association.

Any dwelling, combination structure, detached garages, and other buildings may utilize steel panel and roofing.

Dwelling height above ground is subject to approval by the Directors.

Any dwelling, combination structure, detached garages, and other buildings are subject to approval by the Directors.

5. **TEMPORARY USE OF RECREATIONAL VEHICLE ON PROPERTY:**

One (1) recreational vehicle may be used as temporary accommodation to allow the property owner to construct a permanent residence or remodel an existing residence on the lot. The use of the recreational vehicle shall be authorized with the written approval of the McLean County Land Use Administrator upon receipt of an approved site plan, building permit, construction schedule, and such shall not exceed one (1) year in duration, unless authorized by the McLean County Zoning Commission. The unit may be placed on the site only upon receipt of a valid building permit for a single-family dwelling and must be removed from occupancy within seven (7) days of completion of the residence. The unit shall comply with all setbacks appropriate to the zone in which it is to be placed and shall not be parked on nor in any way obstruct any public right-of-way. No person other than the owner of the residential property shall occupy the unit and the unit shall not be used as a temporary rental unit. A recreational vehicle is considered occupied if it is used as living quarters on any calendar day.

1. Temporary Use of Recreational Vehicle Requirements for Camping on Residential Property. The use of one (1) recreational vehicle as temporary accommodation for guests may be allowed on “developed residential property” with an established residential use. The unit shall not be parked on nor in any way obstruct any public right-of-way, and shall be located a minimum of five (5) feet from any other structure. The unit may not be skirted, provided a deck or patio above ground level, and the discharge of any gray water or sewage is prohibited. Use of the unit shall not exceed four (4) days at any one time or sixteen (16) days in any calendar year.

6. **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 including, but not limited to, underage parties, excessive noise and disruption caused by four wheelers and motorcycles and visiting campers or other tents or vehicles, as such nuisance shall be determined in the discretion of the Directors of the Association.

7. **LIVESTOCK AND POULTRY:** Dogs, cats and birds may be kept, not in excess of two (2) of each animal, as pets for pleasure and use of the occupant, but not for any commercial use or purpose. No dogs or cats shall be allowed to run at large and shall be required to be leashed when off the owner's lot. Vicious dogs and vicious animals shall not be allowed. Barking of dogs shall not be tolerated and owners shall take all steps necessary to prevent excessive barking. No livestock, including horses, shall be kept, maintained, raised or bred on any lot.
8. **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of the subdivision. Easements for the flowage and drainage of water are reserved with the design of the subdivision. Within these easements, no structure, planting or other materials 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, 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 lot owner, except for those improvements for which a public authority or utility company is responsible. A lot owner may not obstruct or impede the drainage or flow of water that may affect another lot owner adversely. No utility shall be placed on the boundary line of the easement.
9. **SIGNS:** No billboard, sign, or advertising of any kind, excepting a conventional "for sale" sign not larger than two feet by two feet shall be erected or maintained upon any lot without the prior written consent of the Directors of the Association provided, however, that this restriction shall not apply to the Agent of the Association for purposes of selling lots. Developer shall have the right to erect and maintain a subdivision sign located on lots adjacent to the county road. Design and location of the sign shall be approved by the Property Owners Association.
10. **UTILITIES:** All above ground telephone, electric, gas and all other utilities, now and in the future, shall be prohibited, except during emergencies. Above ground propane tanks are allowed.
11. **ACCESS:** Each lot owner shall permit free access by owners of adjacent or adjoining lots to slopes or drainage ways located on his or her property which effect said adjacent or adjoining lots when such access is essential for maintenance or permanent stabilization of said slopes or maintenance of the drainage facilities for the protection and use of property other than the lot on which the slope or drainage way is located. No lot owner shall in any way

interfere with established drainage patterns over his or her lot from adjoining or other lots in said subdivision, and shall make adequate provisions for proper drainage in the event that the Directors determine that it is necessary to change the established drainage over his or her lot. For the purposes hereof "established" drainage is defined as the drainage which occurs at the time of the overall grading of the subdivision is complete, including the landscaping of each lot.

12. **FILLING AND REMOVING:** The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of such lot, or any surrounding lots, without written permission of the Directors. Any question as to whether the change in the elevation of any lot materially effects the surface elevation or grade of the lot, or any surrounding lots, may be completely determined by the Directors.
13. **GARBAGE, REFUSE DISPOSAL AND WEEDS:** No lot shall be used or maintained as a dumping ground for garbage. Trash, garbage, or other waste shall not be kept, except in sanitary containers approved by the Directors. No rubbish, brush, weeds, undergrowth, or debris of any kind or character shall be placed or permitted to accumulate upon any lot or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive or judgmental to any other property in the subdivision or the occupants thereof. All trees, lawns and shrubs growing on any lot shall be cared for, cultivated, pruned and maintained in good condition. In the event that the owner of any lot shall fail to keep said lot free from rubbish, brush, garbage, weeds, undergrowth, or debris, the Directors may at any time, upon 30 days written notice to the owner of such lot of its intention to do so, enter upon said lot and remove such rubbish, brush, weeds, garbage, undergrowth, or debris, at the lot owner's expense.
14. **SATELLITE DISHES AND ANTENNAS:** No antenna, solar collectors, solar panels, large satellite dishes or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors above ground on any property, whether attached to a building or otherwise, with the exception of small satellite TV dishes and small TV antennas attached to the dwelling.
15. **APPROVAL OF PLANS:** For the purpose of further insuring the development of the lands so platted as an area of high standards, the Directors reserve the power and authority to approve any plans for buildings, structures and other improvements placed on each lot and to ensure that the same comply with these Protective Covenants. Approval of plans shall be in writing and signed by the Directors.
16. **ADDITIONAL LANDS:** Although these Protective Covenants and Bylaws pertain only to the Centennial Subdivision described herein, it is the intent that additional subdivisions contiguous to the Centennial Subdivision, and it is the intent that such additional subdivision(s) shall have Protective Covenants

consistent with the purposes and objectives as expressed herein. In this regard, upon development of each such additional subdivision, each lot owner (or owners if there are more than one) of the lots within such additional subdivision shall become members of the Association, and such additional subdivisions shall be governed by these Bylaws and Protective Covenants consistent with the purposes and objectives as expressed herein.

17. **NO LIABILITY:** Neither the Directors or any member of such committee shall be liable for damages to anyone submitting plans and specifications for approval or to any owner, occupant, or guest by reason of mistake in judgment, negligence, or non-feasance arising in connection with the approval or disapproval of any plans and/or specifications.

Any individual who submits plans and/or specifications to the Directors shall be deemed to have agreed by submission of such plans and/or specifications, and every owner and occupant of any lot agrees, by acquiring title and/or possessory rights thereto, that he or she will not bring any action or suit against the Directors, or any member thereof, or its designated representative, for the recovery of damages by reason of any such approval or disapproval.

18. **TERM:** These Protective Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to alter or change said Protective Covenants, in whole or in part.

19. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any individual(s) violating or attempting to violate any protective covenant, either to restrain violation or recover damages.

20. **SEVERABILITY:** Each of the provisions of these Protective Covenants shall be deemed separable, and if any of the covenants or provisions herein contained shall be held to be illegal or invalid, such illegality or invalidity shall in no way effect or render invalid any of the other terms, covenants, conditions or restrictions herein set forth.

21. **RECOVERY:** In any legal or equitable proceedings brought to enforce the terms and provisions of these Protective Covenants, or any provision hereof, or to restrain or enjoin the violation of same, the prevailing party or parties shall be entitled to recover its costs and reasonable attorney's fees.

22. **WAIVER:** No waiver of any breach of any of the terms or provisions of these Protective Covenants shall in no event be deemed a waiver of any proceeding or succeeding breach of the same or any other provision hereof.

Lake View Properties, LLC

Tim Eslinger
Its: President

STATE OF NORTH DAKOTA)
)
COUNTY OF _____)

On this ____ day of _____, 2025, before me personally appeared Tim Eslinger, President of Lake View Properties, LLC, known to me to be the person who is described in and who has the authority to execute on behalf of the company within, and acknowledged to me that he executed the same as an office of the company.

Notary Public
State of North Dakota

Gerald Traub
Its: Vice President

STATE OF NORTH DAKOTA)
COUNTY OF _____)

On this __ day of _____, 2025, before me personally appeared Gerald Traub, Vice President of Lake View Properties, LLC, known to me to be the person who is described in and who has the authority to execute on behalf of the company within, and acknowledged to me that he executed the same as an office of the company.

Notary Public
State of North Dakota