

DECLARATION OF RESTRICTIONSDate: JANUARY 13, 1998Document No. 214246

TO THE PUBLIC:

Now comes Craig Maetzold, the Managing Partner of Woodbine Development, LLP, which partnership is the owner of certain real property in Ramsey County, North Dakota, which property is described in this document. The undersigned does hereby make the following declarations as to limitations, restrictions, and use to which the lots and/or tracts constituting said property may be put, hereby specifying that said declaration shall constitute covenants to run with the land as provided by law and shall be binding upon all of the parties and all of the persons claiming under them, and for the benefit of and limitations upon future owners of said property, as well as the successors, heirs, personal representatives, administrators and assigns of any of said parties; this declaration of restrictions being designated for the purpose of keeping said property desirable, uniform and suitable in design and use as herein specified; and which said restrictions shall be deemed to be incorporated in each and every deed hereafter executed by this said owner, or any subsequent owner of any lots or tracts in said subdivisions, whether expressly set forth or referred to in said deed or not.

1 These restrictions are intended to apply to the interest held
2 by Woodbine Development, LLP in the following described real estate
3 located in Ramsey County, North Dakota:

4 Woodbine Acres, 1st and 2nd Subdivisions (A part of the
5 NE1/4 of Section Twelve (12), Township One Hundred Fifty-
6 three (153) North, Range Sixty-five (65) west, according
7 to the plats filed in the office of the Register of Deeds
8 of Ramsey County as:

- 9 (a) Woodbine Acres, 1st Subdivision, Document No. 214245.
10 (b) Woodbine Acres, 2nd Subdivision, Document No. _____.

11 These restrictions are intended to run with the land, and be
12 binding upon the successors, heirs, personal representatives,
13 administrators and assigns of the persons making these declarations.
14 The declarations are as follows:

15 1) All lots herein shall be known, described and used solely
16 as residential lots, and no structure shall be erected on any
17 residential building lot other than single family dwellings, not to
18 exceed two and one-half stories in height, but it is expressly
19 allowed that a guest cabin, boathouse and appurtenant buildings or
20 storage sheds shall be permitted.

21 2) No building shall be erected on any residential building
22 lot nearer than 50 feet to the front lot line bordering the adjacent
23 roadway; and no building shall be erected on any residential
24 building lot nearer than 8 feet to the lot lines bordering adjacent
25 lots on each side; and no building shall be erected on any
26 residential building lot nearer than 20 feet to the back or rear lot
27 line.

1 3) No residential lot shall be re-subdivided into building
2 lots having less than 36,000 square feet of area, nor shall any
3 building be erected on any residential lot having an area of less
4 than 36,000 square feet.

5 4) From the date of this declaration, no trailer, basement,
6 tent, shack, garage, or barn or other outbuilding erected in the
7 tract shall at any time be used as a residence, temporarily or
8 permanently, nor shall any residence of a temporary character be
9 permitted. Any such structures that may be erected upon the
10 premises from and after the date of these declarations shall be
11 removed at the owner's expense.

12 5) No building shall be erected on any lot unless the design
13 and location is in harmony with the existing structures and
14 locations in the tract. In any case, no dwelling shall have a
15 ground floor area of less than 1,200 square feet in the case of a
16 one-story structure, nor less than 1,000 square feet in the case of
17 one and one-half, two, or two and one-half story structure.

18 6) No noxious or offensive trade shall be carried on upon any
19 lot, nor anything be done thereon which may be or become an
20 annoyance or nuisance to the neighborhood.

21 7) A perpetual easement is reserved for purposes of utility
22 installation, maintenance, or repair including such easements for
23 telephone service, electric service, propane gas service and/or
24 cable television service.
25
26

1 8) No access roads for ingress and egress to individual lots
2 shall be constructed except for access roads leading to the roads
3 provided by the developer. There shall be no access roads leading
4 to the township road running north and south to the east of the
5 Woodbine Acres Subdivisions.

6 (9) No animals shall be raised, bred or kept on any lots of
7 these subdivisions, except for domestic animals including dogs,
8 cats, and similar animals.

9 (10) These covenants shall be run with the land and shall be
10 binding upon all parties and all persons claiming under them for a
11 period of ten years, and these covenants shall then automatically
12 extend for successive periods of ten years thereafter unless, by a
13 majority of the then owners of the lots, it is agreed to amend or
14 change these covenants in whole or in part.

15 11) If the parties hereto, or any of them, or their heirs,
16 successors or assigns, violate or attempt to violate any of the
17 covenants or restrictions, it shall be lawful for any other person
18 or persons owning any lot in said development or subdivisions to
19 prosecute any proceedings at law or in equity against the person or
20 persons violating or attempting to violate any such covenant or
21 restriction, and either to prevent them from doing so, or to recover
22 damages or such other lawful remedy, unless before the expiration of
23 this original agreement or any subsequent ten year extension of this
24 agreement, by written instrument acknowledged and recorded in the
25
26

12) Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions or restrictions shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, this declaration of restrictions is hereby executed by Craig Maetzold, the Managing Partner of Woodbine Development, LLP, the day and year first above written.

Craig Maetzold
Craig Maetzold, Managing Partner
of Woodbine Development, LLP.

STATE OF NORTH DAKOTA)) SS
COUNTY OF RAMSEY)

On this 13th day of January, in the year of Our Lord One Thousand Nine Hundred Ninety-Eight, before me, the undersigned, a notary public, within and for said county and state, personally appeared Craig Maetzold the Managing Partner of Woodbine Development, LLP, the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Thomas E. Rutten
Thomas E. Rutten, Notary Public
Ramsey County, North Dakota
My Commission Expires: 6/21/99

1 STATE OF NORTH DAKOTA)

) SS

2 COUNTY OF RAMSEY)

3 I hereby certify that this instrument was filed for record in
 4 my office on the 13th day of January, A.D. 1998 at 11:11 o'clock
 5 A.M. and is recorded as Document # 214246 of the microfilm
 6 records.



7 BY: Carol Bertsch
 8 Register of Deeds

9 BY: Donna Wolf, Deputy

GRANTOR	<input checked="" type="checkbox"/>	INDEX	<input checked="" type="checkbox"/>
GRANTEE	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

#2200 Craig Maetpold
 R. 1111 IN ST S. 1111 IN S 0112