

1                    DECLARATION OF RESTRICTIONS  
23                    Date: JANUARY 13, 19984                    Document No. 214246

5                    TO THE PUBLIC:

6                    Now comes Craig Maetzold, the Managing Partner of Woodbine  
7                    Development, LLP, which partnership is the owner of certain real  
8                    property in Ramsey County, North Dakota, which property is described  
9                    in this document. The undersigned does hereby make the following  
10                  declarations as to limitations, restrictions, and use to which the  
11                  lots and/or tracts constituting said property may be put, hereby  
12                  specifying that said declaration shall constitute covenants to run  
13                  with the land as provided by law and shall be binding upon all of  
14                  the parties and all of the persons claiming under them, and for the  
15                  benefit of and limitations upon future owners of said property, as  
16                  well as the successors, heirs, personal representatives,  
17                  administrators and assigns of any of said parties; this declaration  
18                  of restrictions being designated for the purpose of keeping said  
19                  property desirable, uniform and suitable in design and use as herein  
20                  specified; and which said restrictions shall be deemed to be  
21                  incorporated in each and every deed hereafter executed by this said  
22                  owner, or any subsequent owner of any lots or tracts in said  
23                  subdivisions, whether expressly set forth or referred to in said  
24                  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.

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

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

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

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.

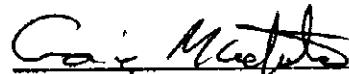
9           (10) These covenants shall be run with the land and shall be  
10 binding upon all parties and all persons claiming under them for a  
11 period of ten years, and these covenants shall then automatically  
12 extend for successive periods of ten years thereafter unless, by a  
13 majority 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

1 manner provided by law, the owners of a majority of the lots in said  
 2 subdivisions or in said addition, shall declare the same to be  
 3 terminated and at an end, or modified.

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

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

12 

13 \_\_\_\_\_  
 14 Craig Maetzold, Managing Partner  
 15 of Woodbine Development, LLP.

16 STATE OF NORTH DAKOTA)  
 17 ) SS  
 18 COUNTY OF RAMSEY )

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

26 (SEAL)

27   
 28 Thomas E. Rutten, Notary Public  
 29 Ramsey County, North Dakota  
 30 My Commission Expires: 6/21/99

1 STATE OF NORTH DAKOTA)

2 ) 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:

8 Register of Deeds

9 Carol Bertsak10 Nonna Wolf, Deputy

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