

WARRANTY DEED

THIS INDENTURE, Made this 23rd day of December, 1976, between Iver G. Lundeby and Shirley L. Lundeby, husband and wife, grantor, whether one or more, and James R. Britton, grantee, whether one or more, whose post office address is Cando, North Dakota 58324:

WITNESSETH, for and in consideration of the sum of One Dollar and other good and valuable considerations, grantor does hereby GRANT to the grantee, all of the following real property lying and being in the County of Towner, State of North Dakota, and described as follows, to-wit:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) in Lundeby's First Addition to the City of Cando, North Dakota.

The grantees, their executors, administrators, heirs and assigns, shall be bound by the hereinafter designated covenants, which shall become a part of and run with the title or any deed to such foregoing described premises hereinafter made, such covenants being as follows:

1. All lots described herein shall be known, described and used solely as residential lots, or structure shall be erected on any residential building lot other than one detached single family dwelling not to exceed two stories in height.

2. No building shall be erected on any residential building plot nearer than twenty-five feet from the front lot line, nor nearer than five feet to any side lot line. For the purposes of this covenant eaves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

3. No residential lot shall be resubdivided into building plots.

4. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall only residence of a temporary character be permitted.

5. No building shall be erected or moved on any lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any of these covenants. In any case, no dwelling shall have a ground floor square foot area of less than 1,050 square feet in the case of a one-story structure and no less than 700 square feet in the case of one and one-half or two-story structure.

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

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided, however, that they are not kept, bred or maintained for any commercial purposes.

8. Oil and mining operations. No oil drilling, oil development operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure to be designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

