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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS That Esther M. Hanson, formerly Esther M. Weed, the fee owner of the following described real estate which she has caused to be platted as Woodland Place Subdivision, situated in Ramsey County, North Dakota, and more particularly described as follows, to wit:

Lots One (1) to Sixty-Four (64), inclusive, of the Woodland Place Subdivision, located in Sections Twelve (12) and Thirteen (13) of Township One Hundred Fifty-Three (153) North, Range Sixty-Five (65) West of the Fifth Principal Meridian, according to the plat thereof on file and of record in the office of the Register of Deeds of Ramsey County, North Dakota,

and Walter A. Hanson, her husband, hereby make the following declarations as to limitations, restraints, and uses to which the lots or tracts constituting said premises may be put, hereby specifying that said declarations shall constitute covenants to run with all the land as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of all future owners in said premises as well as the successors, heirs, executors, administrators, and assigns of any of said parties, this Declaration of Restrictions being designed for the purpose of keeping said premises desirable, uniform, and suitable in architectural design and use as herein specified; and which said restrictions shall be deemed to be incorporated in each and every deed hereinafter executed by the said owner or any

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subsequent owner of any lots or parcels in said premises,
whether expressly set forth or referred to in said deed or not,
to wit:

(1) LAND USE AND BUILDING TYPE: All lots described herein shall be known, described and used solely as residential lots, and no structure shall be erected on any residential building lot other than one detached single dwelling not to exceed two stories in height, with garage or without garage; however, nothing contained herein shall prevent construction of boathouses, gardening buildings and residential recreation buildings where such buildings are used for family recreational purposes in connection with the use of the residence located upon the lots;

(2) LOT AREA AND WIDTH: No residential lot shall be resubdivided into building plots having less than Twenty Thousand (20,000) square feet of area or a width of less than One Hundred (100) feet at the minimum building setback line. Any riparian lands or rights accruing to the lots herein as described shall be used for residential purposes, only, and there shall be no subdividing of the lots described or any part of the riparian properties or lands accruing to said lots on the lake shore of Devils Lake which is separate and apart from the lot to which said riparian lands accrue. The riparian lands accruing to any lot heretofore described herein shall be considered as a single unit or parcel of land with said lot, and there shall be no subdivision or separation of said riparian lands from the lot to which said riparian lands accrue. The restrictions applicable to the lots herein described

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shall also be applicable to the riparian lands accruing to said lots on the lake shore of Devils Lake. All septic tanks shall be located and operated in accordance with the regulations and standards of the Health Department of the State of North Dakota and its agencies having jurisdiction over the lands described herein; and all such septic tanks shall be located and operated so as to cause minimum contamination to lands and waters of the area.

(3) DWELLING QUALITY AND SIZE: No building shall be erected on any lot unless the design, location, materials and workmanship are in harmony with existing structures and locations in the tract, and do not violate Protective Covenants. In any case, no dwelling shall have a ground floor square foot area of less than Eight Hundred (800) square feet in the case of a one-story structure nor less than One Thousand Two Hundred (1,200) square feet of living space in the case of a one and one-half story or split-level type structure, nor less than One Thousand Six Hundred (1,600) square feet of living space in the case of a two-story structure. Dwellings constructed in another location shall not be moved to any lot within this addition unless it is a newly constructed building. No structure shall be constructed within five feet from any property line.

(4) TRAILER HOMES AND TEMPORARY STRUCTURES: Notwithstanding anything contained herein to the contrary, trailer homes may be placed on the lots of the subdivision described herein and used as residences, provided such trailer homes

shall be of new construction and contain a minimum of Five Hundred (500) square feet on the ground floor of such trailer home, and, provided further, that such trailer home is placed on the lot so as to harmonize with the other existing structures and residences to be located or located on the property herein described. No old or dilapidated trailer homes or any trailer homes except those permitted herein shall be placed upon any of the lots described in the subdivision herein, from and after the date of this Declaration of Restrictions; and, furthermore, no basement, tent, shack, garage, barn or other outbuilding erected on the lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in the subdivision herein described. In no event shall more than one trailer home or one residence be placed on a lot.

(5) LIVESTOCK AND POULTRY: 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 they are not kept, bred or maintained for any commercial purposes.

(6) EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved on the Ten (10) feet of each lot adjacent to the roads or streets as shown in the plat. Within these easements no structure, planting or other material 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

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drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible. No utility shall be placed on the boundary line of the easement.

- (7) GARBAGE REMOVAL: All garbage and trash is to be removed regularly, and same is not to be dumped on adjoining land.
- (8) TERM: These covenants are to run with the land, and shall be binding on all parties and persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (9) ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- (10) SEVERABILITY: Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF The said Walter A. Hanson and Esther M. Hanson, formerly Esther M. Weed, husband and wife, set their hands and seals on this 12th day of June, 1973.

Walter A. Hanson
(Walter A. Hanson)

Esther M. Hanson
(Esther M. Hanson, formerly Esther M. Weed)

State of North Dakota)
)SS
 County of Ramsey)

On this 12th day of June, 1973, before
 the undersigned, a Notary Public in and for the county and
 state aforesaid, personally appeared Walter A. Hanson and Esther
 M. Hanson, formerly Esther M. Weed, husband and wife, to me
 known to be the same persons who executed the foregoing instrument
 and severally acknowledged to me that they executed the same.

My commission expires

March 18, 1976

Francis E. Foughty

Francis E. Foughty, Notary Public,

Ramséy County, North Dakota.

Foughty, Christlanson, Thompson
 Attorneys at Law
 Devils Lake, North Dakota



NOTARY PUBLIC
 County of Ramsey, N. D.
 I hereby certify that this instrument
 was filed for record in my office on the
12th day of June, A.D. 1973
 at 10.30 o'clock A.M. and is recorded
 in Book Misc. 22 page 511

REGISTER OF DEEDS
 Deputy